 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District #15 Project Submittal		67 Fir Street Tuba City, AZ 86045 928-283-1000
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Notice is hereby given that Tuba City Unified School District #15 ("Owner"), Coconino County, Arizona, will receive up to, but not later than **12:30P.M.** local time, January 7, 2010, sealed bids for construction of **Perimeter Fencing of Multiple Campuses** located at Tuba City Unified School District, in **Tuba City, Arizona 86045**. **Bids shall be received in the Purchasing Department, 67 Fir Street, Tuba City, Arizona, and shall be opened publicly and read aloud at the above stated time and location.** The District uses The O'Malley Group for project management.


Each bid must conform and be responsive to this Invitation, the Instructions to Bidders, Specifications, Contract and General Conditions and all the other documents comprising the Contract Documents, which are incorporated herein by this reference. Copies of the Solicitation Documents are now on file in the office of located at 67 Fir Street, Tuba City , and may be obtained by properly licensed and qualified bidders

The Owner intends to contract, if at all, with the lowest responsive and responsible bidder whose bid conforms in all material respects to the requirements of the bid documents, including the Plans and Specifications. "Responsive bidder" means the bidder who submits a bid that conforms in all material respects to this Notice Inviting Sealed Bids, Instructions to Bidders, Contract and General Conditions, Plans and Specifications which are incorporated herein by this reference. "Responsible bidder" means the bidder who has the capability to perform the Contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid. In order for the bid to be considered, bidders must complete and submit the Bid form, which is incorporated herein by reference.

Each bid shall be accompanied by bid security in the form of a certified check, cashier's check or bid bond payable to the Owner in an amount not less than ten percent (10%) of the maximum amount of the bid. The bid security shall be given as a guarantee of intent of the Contractor to enter into a contract should his bid be accepted or as liquidated damage if the bidder fails or refuses to enter into a contract. The bid security will be returned to the bidders upon the execution of satisfactory Payment and Performance bonds.

The successful Contractor must have a current Arizona Contractor's License covering the specific work required for the Project and shall provide a Performance Bond and Payment Bond in the full amount of the Contract Sum. Said bonds shall be delivered to the Tuba City Unified School District, Business Office, 67 Fir Street, Tuba City, Arizona, within ten (10) working days from the date of the Notice of Award, but in no event later than the date the Contract is to be executed. The Contract shall consist of the Contract and General Conditions for Construction and all documents incorporated by reference therein and a properly executed purchase order referencing the requirements of the bid. If the Contractor fails to deliver the required bonds and certificates of insurance, the bid shall be rejected, the bid security shall be enforced, and award of the Contract shall be made in accordance with the School District Procurement Rules. The Contract shall be in accordance with the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of the Contract, including the School District Procurement Rules adopted by the State Board of Education. The work shall not be started prior to execution of purchase order by the Owner. Each bid shall be made out on the solicitation form included in the bid documents. Owner reserves the right to reject any or all bids for any reason whatsoever or to waive any irregularities or informalities in the bids or in the bidding.

No bidder may withdraw his bid for a period of forty-five (45) days after the date set for the opening of bids, except as allowed in School District Procurement Rule R7-2-1030. All information and bids submitted will be made available for public inspection in the Owner's Purchasing Department following award, except to the extent the bidder designates, and the District concurs, that trade secrets and other proprietary data contained in the bid documents remain confidential. If a bidder designates a portion of its bid as confidential, the bidder shall isolate and identify in writing the confidential portion(s) at the time of submission. In addition to price, responsibility and responsiveness to this Invitation, the following factors will be used in evaluating the bids: inclusion of all federal requirements. Any questions concerning this bid should be faxed to **Adelbert Goldtooth**, Assistant Superintendent, at 928-283-1213.

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DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at:


<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at:

http://www.azsos.gov/public_services/Title_07/7-02.pdf

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

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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 of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District”** means the School District that executes the Contract.

2. Inquiries


- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the solicitation, shall be directed solely to the solicitation contact person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, Page, and paragraph. Do not place the solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.

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- 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 appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation


- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink: Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the 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 Qualifications: 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 Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

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- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 1. Special Terms and Conditions;
 2. Uniform General Terms and Conditions;
 3. Statement of Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Offerors; and
 8. Uniform Instructions to Offerors
- 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. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District. 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 shall make a determination on whether the stamped information is confidential pursuant to the School District'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

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services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

5. Evaluation


- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates is the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open 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 reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all offers or portions thereof; or
 - 3. Cancel a solicitation.

6. Award

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


7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1 141 through R7-2-1 153. Protests shall be in writing and be filed with the District Representative, Bill Higgins, Superintendent of Schools. A protest of a solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A

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protest shall include:

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

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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

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

2. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall


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prevail in the order set forth below:

1. Special Terms and Conditions;
 2. Uniform General Terms and Conditions;
 3. Statement or Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Documents Referenced in the Solicitation;
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any Subcontractor’s books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor’s processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor’s facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person

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indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

4. Costs and Payments

A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.

B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.

C. Applicable Taxes.

1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.


3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.

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

5. Contract Changes

A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made


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unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

6. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “*force majeure*” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall

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cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

7. **Warranties**

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:


1. Of a quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials or services are used;
3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District.

E. Year 2000.

1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the School District in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information


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technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other School District information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the School District for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In Addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

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

8. School District's Contractual Remedies

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 - 1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a


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breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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

9. **Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
 - 1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
 - 3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall

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be liable to the School District for any excess costs incurred by the School District reprocurring the materials or services.

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

10. Contract Claims

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

11. Gift Policy

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

12. Offshore Performance

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

13. Contractor’s Employment Eligibility

By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

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

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

14. Terrorism County Divestments


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

15. Scrutinized Business operations

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

16. Fingerprint Checks


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

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requirement may be made as authorized in Governing Board policy.

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

Additionally, the contractor shall comply with the governing body fingerprinting policies of each school district.

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SPECIAL Instructions to Offers

1. **Additional Special Instructions**

Offerors shall see the Attachments within the Solicitation for Additional Special Instructions associated with this Solicitation.

2. **Attachment Formats**

All attachments shall be submitted in a format acceptable to the District. Acceptable formats include .doc document (Microsoft Word 2000, XP, or 2003); .xls spreadsheet (Microsoft Excel 2000, XP, or 2003), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

3. **Clarification of Offers**

If clarification of your offer is required it will most likely be found nonresponsive.

4. **Confidential Information**

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1005, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.


Any portion of your bid that you consider of a confidential nature shall be cut from its document of origin and pasted within the confidential section. The confidential section shall be placed in a separate envelope inside your bid submittal. On the outside of the envelope there shall be a list of the contents, the reason this is confidential/proprietary, and whom is the contact person regarding the contents of the envelope. Reference to its location within the document of origin must be submitted for reference.

Any attachment that has confidential information within it cannot be removed once your Bid has been submitted. If the District finds it is not confidential, the firm may pick up their envelope containing the confidential information and none of the material will be used in the evaluation process. Should the District find in favor of the firm, any information contained in the Confidential Information envelope, will be viewable only by appropriate procurement staff and evaluators.

5. **Contract Award**

The District intends to award a firm-fixed price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible offeror(s) whose bid represents the best value after evaluation in accordance with the factors and subfactors identified in the solicitation. The District may reject any or all bids if such action is in the District's best interest.

The District may waive informalities and minor irregularities on bids received. The offeror's initial bid should contain the offeror's best terms from a price or cost and technical standpoint. The District reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the offeror specifies otherwise in the bid. The District reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the District's best interest to do so.

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6. Contract Payment Terms:

Offerors must indicate the prompt payment terms that they will offer to the District (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, offeror's payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Progress payments will be made.

7. Electronic Documents

This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the District shall take precedence. As provided in the Uniform Instructions to Offerors, offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the District.

8. Evaluation Schedule

The bids will be initially evaluated for conforming to the requirements of the IFB. Then a spreadsheet will be built with all the pricing and costs per project.

9. Evaluation Criteria

The evaluation criteria are listed below in relative order of importance:

- Responsiveness of the bid in clearly stating and understanding the scope of work, and in meeting the requirements of the IFB.
- Does the vendor have a history of being responsible in the delivery of these goods and services in the past without unresolved issues?
- After these criteria's are met, price is the most important factor.

10. Deviations and/or Exceptions

Offerors shall indicate any exceptions they have taken to the instructions, terms, conditions or other requirements of the solicitation.

11. Lobbying


Offerors are hereby advised that lobbying is not permitted with any district personnel or board members related to or involved with this IFB until the administration's recommendation for award has been posted in the business office. All oral or written inquiries must be directed through the procurement department.

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

15 Offerors Responsibility

The offeror is cautioned that it is the offerors sole responsibility to submit information related to the evaluation categories and that the District of Arizona is under no obligation to solicit such information if it is not included with the offerors bid. Failure by the offeror to submit such information may cause an adverse impact on the evaluation of the offerors bid.

16 Responsibility, Responsiveness and Acceptability

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In accordance with R7-2-1076, R7-2-1161, R7-2-1168, R7-2-1171, and R7-2-1003(B), R7-2-1031 or R7-2-1046, the District shall consider the following in determining offerors' responsibility as well as the responsiveness of bids submitted in response to the solicitation.


Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the District, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the District or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.

Bids may not be considered responsive if they are not submitted in the requested format; if they include significant exceptions to any requirements, terms or conditions that render the bid unacceptable; or do not contain sufficient contents with which to evaluate the bid, e.g., bonds, method of approach, key personnel, references, prices or pricing, other requested information.

Determinations of non-responsibility and/or non-responsiveness shall be made in writing, and shall set forth the bases for the determination. Bids from offerors determined to be non-responsible or bids determined to be non-responsive, may be set aside at the time of the determination without further evaluations. Offerors will be notified if their bid is set aside for either of these reasons.

17 Offer Submission, Due Date and Time

In accordance with the Uniform Instructions 3.1, offers in response to this solicitation shall be submitted in writing with an electronic copy provided within the package. Offers shall be received before the date/time listed in the solicitation's front page. Offers submitted incorrectly, or those that are received on or after the date/time stated in the solicitation, shall be rejected.

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1. **Purpose**

The Tuba City Unified School District is seeking to contract with a qualified firm to provide Perimeter Fencing of Multiple Campuses for our District. The campuses include the Tuba City High Schools and the combined Junior High and Eagles Nest campuses are on one large site and must be fenced as if they are one. However, your pricing sheet must attribute the fencing to each of the two campuses. Additionally, if the timing is right, the District will acquire the baseball and softball backstop fencing as an add alternate to the bid.

Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming ***Tuba City Unified School District*** as an additional insured party.

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

B. Safety

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


2. **Terms of Award**

It is the intent of the District to award a contract, beginning during the fiscal year 2009-2010, and continuing until December 30, 2010 to complete the project.

3. **Multiple Award**

The District reserves the right to make a multiple award to more than one offeror. The award will be limited to the least number of offerors that the District determines is necessary to meet the needs of the District.

4. **Award Basis**

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The successful offeror will be determined by Evaluation Criteria including but not limited to pricing. The District reserves the right to award as many term contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone as the vendor must be responsive and responsible.

If a contractor receives a bid award, an order is placed and contractor is unable to meet the delivery requirements, meet service requirements, or material that meets the Districts needs as outlined in this Invitation for Bid, or is unable to hold bid price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with bid specifications, as determined by the District, the District reserves the right to go to the next lowest bid price of equal quality which meets bid specifications. If the bid item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to each district’s satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District’s premises by the vendor upon verbal notification.

Note: However, if a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next highest ranked vendor if this determination occurs within a reasonable time period after contract award.

5. Federal Immigration and Nationality Act


By signing the Offer the Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. 23-214, Subsection A. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract. Failure to comply with a District audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request

6. Offshore Performance of Work

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the District shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the bid.

7. Registered Sex Offender Notification Restriction

Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District’s premises at any time without written approval of the District Representative.

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Any breach of Contractor’s or any subcontractor’s warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of the District’s rights and the subcontractor’s obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

8. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to R7-2-1155 and rules adopted thereunder.

9. Billing

All billing notices must be sent to each district’s accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by the District will refer to the bid number of this solicitation.

10. Price Clause

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

After initial contract term and prior to any contract renewal, the District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the District.

11. Award

It is expected that the award for this contract will be made in January 2010.


12. Shipping

Shipping shall be FOB destination, prepaid and added to the invoice at actual costs as included in your pricing.

13. Solicitation Sealed Bid Responds

To be entitled to consideration, bids must be made in accordance with the following instructions:


- a. Before submitting a bid, bidders should carefully examine the campus maps, Specifications, Contract and General Conditions, and all other documents comprising the pertinent Contract Documents, and visit the site; fully inform themselves of all existing conditions and limitations; and include in the Bid a sum to cover the cost of all items included in the Contract Documents. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or visit the site and acquaint himself with conditions existing there, shall in no way relieve any bidder from obligations with respect to his bid or the Contract Documents.

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- b. Bids shall be made only upon the form provided therefore, and all blank spaces in the form shall be filled in completely; monetary amounts shall be stated both in writing and in figures and, in case of discrepancy between the two, the amounts in writing shall take precedence; the signature shall be in longhand and shall be that of a member of the firm legally qualified to sign such form; and the complete form shall be without interlineation, alteration, or erasure.
- c. Bids shall not contain any recapitulation of the work to be done. No oral, telephonic, telegraphic or telefax bids or modifications shall be considered.
- d. Bids shall be delivered to the place designated at or before the day and time set for the opening of bids in the Notice Inviting Sealed Bids. Bids shall be enclosed in a sealed envelope, bearing the title of the work and the name of the bidder, except for that portion of the Bid bearing the title "List of Subcontractors and Material Vendors," which shall be enclosed in a separate, sealed envelope, as hereinafter specified in these Instructions to Bidders. It is the sole responsibility of the bidder to deliver his bid before the scheduled closing time. Any bids received after the scheduled closing time will be returned unopened.
- e. The Base Bid, Alternates, or any other amounts quoted are to include the furnishing of all materials, plant, equipment, tools and all other facilities called for in the Contract Documents, and the performance of all labor and services necessary or proper for the completion of the Project except such as may be otherwise expressly provided for in the Contract Documents. If Arizona sales tax is applicable, bidder shall include an amount efficient to cover said tax in all bid prices. Federal excise tax shall not be charged. The Owner is exempt from paying Federal excise tax.
- f. The bid form must be used without alteration.

14. LIST OF SUBCONTRACTORS

- a. For use of the Owner in determining competency and capability of those who will work on the Owner's Project. and quality and workmanship of those who will supply material to the Owner's Project, each bidder is required to submit with his bid a list naming the Subcontractors who will be used in performing the work. Forms for this purpose, showing the portions of the work for which such listing is desired by the Owner, are a part of the Bid Documents. The successful bidder shall be required to furnish to the Owner the Arizona contractor's license number for each subcontractor listed within 24 hours after request by Owner.
- b. ONE, and only one, Subcontractor shall be submitted for each portion of the work. The failure to list a Subcontractor for work not to be performed by the Contractor's own forces or the listing of more than one Subcontractor for each portion of the work shall be considered grounds for rejection of the bid by the Owner, at the Owner's sole discretion. The List of Subcontractors shall be based on the "Base Bid" scope of work. If selection of any alternate(s) results in a change of subcontractor(s), the successful bidder shall notify the Owner of all such changes upon request from Owner, but in no event more than 24 hours after receipt of the Notice of Award.
- c. If all the work will be performed by the General Contractor's own forces the "List of Subcontractors" shall still be submitted as instructed with a notation stating that all work will be performed by the Contractor's own forces. Failure to provide the List so noted shall be considered grounds for rejection of the bid by the Owner, at the Owner's sole discretion.

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- d. The list shall be filled out and enclosed in a separate, opaque, sealed envelope bearing the title "List of Subcontractors," and the name of the bidder, and the envelope then inserted in the bid envelope with the other forms. The list submitted by the successful bidder will be privately opened and will be retained by the Owner for record as a part of the Bid.
- e. No Subcontractor not named in such list and approved by the Owner may be employed on the Owner's Project without express written permission of the Owner. Should a change in the approved list become necessary, a written request shall be submitted to the Owner stating the reason for the change, and written approval of the Owner must be obtained before such change is made.
- f. By this requirement of a List of Subcontractors, the Owner does not establish any contractual relation between the Owner and any Subcontractor, nor will the Owner inquire into contractual or other relations of the bidder with any Subcontractor, nor does the list establish limits on contracts between the bidder and any Subcontractor, the sole purpose and function of such requirement being set forth in this section.
- g. If, prior to the signing of the Contract, the Owner has a reasonable objection to any person or organization on the List of Subcontractors, the Owner shall notify the apparent successful bidder in writing of such objection. Failure of the Owner to make an objection to any person or organization on the list prior to the award shall constitute acceptance of such person or organization except in the case where a Subcontractor is later found not to be qualified by law.
- h. If, prior to the signing of the Contract, regardless of whether the Owner has evidenced any intention to award the Contract to Contractor or not, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization except where such refusal is a result of the failure of a Subcontractor to qualify by law, the apparent successful bidder may, prior to the signing, withdraw his bid without forfeiture of bid security. If the bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution before the actual contract signing, the Owner may, at his discretion, accept the increased bid price or he may disqualify the bid.

15. CASH ALLOWANCES

The bidder agrees that he has included in his bid all Cash Allowances, if any, specified in the Contract Documents, and shall cause the work so covered by the Cash Allowance to be done by such contractors as the Owner may direct the Contract Sum being adjusted in conformity therewith. The bidder agrees that the bid includes all of his expenses and such overhead, general conditions, bond premiums, sales tax and profit as he deems proper in connection with the Cash Allowances. No demand for any sum other than direct cost of the work shall be allowed and charged against the Cash Allowance. The bidder shall not be required to employ for any such work persons against whom he has a substantial objection. Any portion of the Cash Allowance not expended shall be returned to the Owner by issuance of a deductive Change Order at the conclusion of the Project.

16. BASE BID AND ALTERNATES

The Base Bid shall include all work as set forth in the solicitation and addendums, in the Specifications, and in all Contract Documents, plus the specified Cash Allowances, if any. Alternates are completely described in the Specifications. In the Bid form, the blank spaces opposite the correspondingly numbered Alternates shall be completed by inserting the exact amount to be deducted from, or added to,

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the Base Bid for that particular Alternate only.

17. BID SECURITY

All Bids shall be accompanied by the bid security in the form and amount as published in the Notice Inviting Sealed Bids, and shall be acceptable to the Owner, and shall be payable without conditions to the Owner as a guarantee that the bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required by the Contract Documents, and will furnish good and sufficient bonds for the faithful performance of the same. The bid security must be enclosed in the same envelope with the Bid.

Note: The Notice Inviting Sealed Bids requires that this (10%) bid security will also serve as liquidated damages if the Contractor fails or refuses to enter into a contract.

18. WITHDRAWAL OF BID

Any bidder may withdraw his Bid, by writing or telegram, so stating which is actually received by Owner prior to the scheduled closing time for receipt of Bids. No bid may be withdrawn in any other manner, and the bidder so agrees in submitting his Bid. However, if the Owner does not enter into a contract with the bidder within 45 days of the scheduled closing time for receipt of Bids, any bidder may thereafter withdraw that portion of his Bid not evidenced by a written contract with Owner. This withdrawal must also be in writing.

19. INTERPRETATIONS AND ADDENDA


Should a bidder find discrepancies in, or omissions from, the Drawings or other Contract Documents, or should he be in doubt as to their meaning, he must at once notify the District, who will send a written instruction to each person receiving a set of documents. The bidder submitting a request for interpretations will be responsible for its prompt delivery. All requests for interpretations shall be made in writing. The Owner will not be responsible for any explanations or interpretations except those duly issued in the form of written addenda. Receipt of any addenda so issued during the time of bidding shall be included in the bid and shall be acknowledged in the Bid and be made a part of the Contract Documents.

20. APPROVAL OF EQUAL ITEMS OF EQUIPMENT AND/OR MATERIALS BEFORE SUBMISSION OF BIDS

If a bidder wishes to use items of equipment and/or materials other than those identified by trade or manufacturer's name, model or catalog number in the Specifications, he shall submit his request for approval to the District at least ten (10) days prior to the date set for opening of bids. Approvals will be granted only upon individual requests of prime bidding contractors. No approvals for substitutions will be granted directly to suppliers, distributors or subcontractors. Each request shall include all basic data and characteristics of the specified time, as well as the proposed item, so that a direct comparison can be readily made. It is the sole responsibility of the bidder to submit complete descriptive and technical information so that the District can make a proper appraisal. All requests shall be in writing, addressed to the Architect. All approvals will be issued in writing and will be mailed to all persons receiving sets of Contract Documents issued from the Architect's office. The Contractor should thoroughly acquaint himself with the Contract and General Conditions and the above Instructions.

21. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, file, or be interested in more than one bid to the Owner for the same work. A person, firm, or corporation who has submitted bid to the Owner, a bid to other bidders, or who has quoted prices on materials to other bidders, is not thereby disqualified from

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submitting bids or quoting prices to other bidders.

- 22. ACCEPTANCE OR REJECTION OF BIDS**
The Owner reserves the right to reject any or all bids and to waive any informalities in the bids received. The award of the Contract, if made by the Owner, will be made to the responsible and responsive bidder submitting the lowest bid, but the Owner shall determine, in its own discretion, whether a bidder is responsive, a bidder is responsible and qualified to perform the Contract, what bid is the lowest, and whether it is in the interest of the Owner to accept the bid.


- 23. AGREEMENT AND BONDS**
The form of Contract which the successful bidder, as Contractor, will be required to execute, and the forms of surety bonds which he will be required to furnish at the time of execution of the Contract, are included in the Contract Documents and should be carefully examined by the bidder. No individual sureties will be accepted. By his submission of a Bid, a bidder will be deemed, and agrees to be so treated, to have actual notice of every term of every bid and Contract Document.

- 24. NON COLLUSION**
Upon specific request of the Owner, the bidder, before the award of the Contract, shall submit to the Owner non-collusion affidavits covering the bidder and all Subcontractors.


- 25. EVIDENCE OF QUALIFICATION AND RESPONSIBILITY**
Upon request of the Owner, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the Owner satisfactory evidence showing the bidder's financial resources, his construction experience, and his organization available for the performance of the Contract. Upon request from the Owner, the bidder must submit, within twenty-four (24) hours of the request, a list of all projects undertaken within the three (3) years immediately preceding the bid date. Such list shall include the name, address and phone number of the owner and the architect of each project, the contract amount, and the starting date. Bidder consents to the use of the list by Owner to inquire into bidder's fitness, capabilities and responsibility in connection with Owner's consideration of the bid. Bidder agrees to hold harmless the Owner, the Architect, and each owner and architect listed from any action or claim that might arise from an adverse report received by Owner concerning bidder's performance on the projects listed. Failure to furnish complete information as required herein may be considered grounds for rejection of the bid by the Owner, at the Owner's sole discretion.

- 26. SUBSTITUTE SECURITIES**
The Owner will accept substitute securities in lieu of retention only in strict compliance with Arizona School District Procurement Rule R7-2-1114. If satisfactory progress is made on the Project, one-half of the funds held as substitute security will be returned upon fifty percent (50%) completion of the Project. Interest on all substitute security must be made on the Owner's forms, copies of which may be obtained from the Owner upon request.

- 27. NONDISCRIMINATION**
In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against an employee or applicant for employment because of sex, race, religion, color, national origin, age or disability. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notice to be provided by the contracting office setting forth the

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provisions of the nondiscrimination clause. Each bidder is encouraged to solicit any subbids from minority and woman owned business. The successful bidder shall, at the commencement of the work, furnish to Owner a list of each Minority and Woman Owned Business Enterprise ("MWBE") employed as a subcontractor or material vendor on the Project. The list shall include the total amount of each MWBE subcontract or vendor purchase order. In fulfilling this requirement, the successful bidder shall make a good faith effort to identify all MWBEs employed on the Project based upon the classification of MWBE established by the District.

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I QUALIFICATION REQUIREMENTS

- A Bidder shall provide documented proof of compliance with the qualification requirements with the bid pricing pages:
 - 1. The bidder shall hold and provide proof of a current and valid L-14 or K-14 Fencing License.
 - 2. The bidder shall provide proof of Statutory Workers’ Compensation Insurance as well as public liability and property damage coverage or show evidence of comparable insurance by a private carrier.
 - 3. The bidder shall provide proof of membership and possess the ability to conform to the standards of the AFA, American Fence Association.

- B. References from five (5) successfully executed commercial projects shall be required. List the Company name, location of project, type of project and description, contact name and phone number for each referenced project.

- C. Bidder shall provide a Company History / Profile demonstrating a minimum of ten (10) years of installation experience with same material and of similar scope that are indicated within this bid.

- D. The bidder shall provide a Quality Assurance Statement demonstrating that it has a successful construction record of in-service performance and a staff of experienced fence installation personnel who will undertake the installation and/or repair of each project.


II. PRODUCT SUSTITUTIONS

NOTE: Bidders desiring to submit alternative product proposals for District approval shall do so a minimum of eight (8) calendar days prior to the deadline for receiving bids.

- A. Substitutions for implements, parts and supplies necessary for installation, repair and/or maintenance of the fence specifications provided in this bid must be submitted in writing a minimum of eight calendar days prior to the deadline for receiving bids.

- B. Manufacturer certificates of compliance indicating conformance with specified requirements shall be submitted along with the product substitution request.

- C. The District shall either approve or reject all submitted product substitution requests and shall comply with the following requirements:
 - 1. If, by the close of the fifth calendar day prior to the deadline for receiving bids, the District has approved any product substitution requests, the bidding documents shall be modified, in the form of an addendum, to include the product substitutions.
 - 2. The District shall publish the modification, in the same manner as the original bidding documents, at least five calendar days prior to the bidding deadline.

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III. STIPULATIONS

- A. Bidder must meet the qualification requirements.
- B. The District reserves the right to have random on site tests and/or inspections performed during the project(s) for verification of product compliance and proper installation.
- C. The contractor shall be directly reimbursed for any charges incurred for district required testing.
- D. Work shall not begin at any site prior to receipt of a purchase order from the District.

IV. SPECIFICATIONS / ALTERNATES

The term, "or equal", on items showing brand name or approved equal, will permit bidders of other brands to bid them as alternates. The bidder must provide the product names and detailed specifications of each proposed alternate item. Otherwise, it will be understood that the item bid meets Tuba City Unified School District #15 specifications. The District reserves the right to decide if alternates are equal.

Items specified are to be new merchandise, of first quality and construction. Vendors bidding irregular quality or used items MUST indicate this on bid pages.


Model numbers, brands, manufacturers, or information, etc., specified herein are for vendor information purposes only and are not meant to be restrictive.

The District does not wish to eliminate any competition bidding, or be restrictive to bidders, but does wish to eliminate inferior, poorly constructed equipment/supplies from entering the bid. The submission of a bid will indicate that the bidder fully understands the requirements outlined in this document, and can supply the items specified.

V. SAMPLES

The District reserves the right to request a sample, of any item bid if other than the specified brand and model. If the sample is not in accordance with, or superior to, the requirements of the specification, the District may not accept the bid. If the equipment shipped does not match the approved sample, the District may cancel the contract at the bidder's expense. Any samples requested must be delivered within forty-eight (48) hours, (weekends and holidays are excluded), for inspection and evaluation.

For any bid to receive consideration requested samples must be submitted strictly in accordance with instructions. They shall be free of charge, and be submitted and removed by the bidder at no cost to the District. Bid samples may be held for comparison with deliveries. The District shall not be held responsible for any sample damaged or destroyed in examination or testing. Samples not removed within fifteen (15) days after written notice to the bidder, will be regarded as abandoned, and the District shall have the right to dispose of them as its own

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property.

When a specification indicates that an item to be purchased is to be equal to a sample, such sample shall be on display at a designated location in the District. Failure on the part of the bidder to examine sample shall not entitle the bidder to any relief from the conditions imposed in the bid specifications.

Rejected items must be removed from the District's premises by the bidder upon written notification.

VI. GENERAL CONDITIONS

- A. The Contractor shall, at their expense, procure all permits and licenses required of them by law for the execution of this work. The Contractor shall also comply with all state, county or local laws, ordinances, rules or regulations relating to the performance of his work.
- B. Dust control shall be the responsibility of the Contractor. They shall be cognizant of the nuisance and inconvenience excessive blowing dust, dirt, or refuse can cause to adjacent properties and to public area and shall institute measures to control these problems so that they are not objectionable in the opinion of the District. Any complaints by affected residents or fines levied in the operation of equipment shall be satisfied by the contractor and corrected immediately.
- C. The contractor assumes full responsibility for the safekeeping of all materials and equipment and the protection on all unfinished work until final acceptance by the District. If any of the work is damaged or destroyed from any cause, the Contractor shall replace it at their expense. The Contractor must indemnify, save harmless the District against any claims filed for non-payment of their bills for subcontractors, labor, and materials used in connection with the contract work.
- D. The Contractor shall assume all responsibility for that portion of the site involved in the project work and shall provide and maintain all necessary protection, as required by State and Local codes, Ordinances or Laws. Contractor shall be responsible for damage caused to work that is not properly protected.
- E. Any damage incurred to existing structures, installations, or to adjacent Home Owners Property by the Contractor or Subcontractor will be replaced and repaired to original condition at the Contractor's expense to the approval of the District or their representative.
- F. Locating of underground utilities shall be the responsibility of the Contractor in the event that excavation is required. If applicable to the project the contractor shall obtain locating and excavation guidelines from the District.

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- G. The Contractor will be required to commence and complete work in the time frame as **STIPULATED BY THE SCHOOL DISTRICT**. The Contractor will execute the work with faithfulness and energy in order to complete the project.
- H. The project manager from The O'Malley Group shall perform final inspection. A 10% retention of the total cost of the job will be held until the District accepts the final inspection. The Contractor shall seek written approval from an appropriate District Representative for any changes or deviations from specifications or instructions.
- I. Any changes affecting the cost of the project shall require the proper filing of a Change Order form with the appropriate District Purchasing Department Representative.

VII. Locating, Marking, Excavating and Repair of Underground Utilities


LOCATING

- A. Locatable Utilities
 - 1. The contractor or responsible party shall be responsible for contacting the Blue Stake Center and a private locating service for the locating and marking of utilities prior to excavating.
- B. Non-Locatable Utilities
 - 1. The contractor or responsible party shall obtain any known information about non-locatable utilities in a pre-construction meeting to be conducted a minimum of two days prior to excavating. A District Representative or designee shall respond to identify and mark those utilities in a customary manner.

EXCAVATION

- A. Definition
 - 1. Excavation shall be defined as the operation in which earth, rock or other material in the ground is moved, removed or otherwise displaced by means or uses of any tools and equipment. This shall include grading, trenching, digging, drilling, auguring, tunneling, cable or pipe plowing and driving.
- B. Careful and Prudent Manner
 - 1. The manner in which a contractor conducts excavation within twenty-four inches of the underground facility that has been located and marked, by the owner in a customary manner. The exact location of the facility shall be manually exposed and its type determined. It shall then be supported and protected.

Failure to excavate in a careful and prudent manner as described in section 40-360.21. A.R.S. shall constitute liability for negligence pursuant to section 40-360.23. A.R.S. on the contractors' part.

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REPAIR OF DAMAGED UTILITIES

- A. Procedures
 - 1. The contractor or responsible party shall notify the District immediately if utilities are damaged during excavation.
 - 2. All contractors and sub-contractors scheduled to repair utilities that require a license shall possess such a license for that utility and be in good standing with the State Registrar of Contractors.
 - 3. All repairs shall require inspection from the appropriate District Representative prior to being covered with backfill material.

Repair of Locatable Utilities

- A. It shall be the responsibility of the contractor or responsible party to repair any damaged utilities that were properly located and marked. The utility shall be restored to a working condition within (24) hours of the damage. Failure to make the proper repairs shall prompt the District to hire a contractor to make the necessary repairs. The cost of repairs shall be charged back to the original contractor or responsible party that caused the damage.


Repair of Non-locatable Utilities

- A. In the event the District Representative or locating company is unable to locate and mark utilities; the contractor shall still excavate in a careful and prudent manner. If it is determined excavation was not performed in a careful and prudent manner, the contractor or responsible party shall be held responsible for repairs.


VIII. CHAIN LINK FENCE SPECIFICATIONS

1. Common Schedule

- End post diameter 2 7/8"
- Line post diameter 2 3/8"
- Top rail diameter 1 5/8"
- Eye tops 2 3/8" x 1 5/8"
- Rail ends 1 5/8"
- Tension wire 9 gauge
- Brace bands 2 7/8"
- Tension bands 2 7/8"
- Tension bar 9 gauge
- Carriage bolts 5/16" x 1 1/2"
- Chain link fabric shall be 9-gauge knuckle/knuckle weave.

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- A. Chain Link Fabric:
1. ASTM A392, fabricate with 0.148 inch (9 gauge) nominal uncoated wire diameter woven in a 2 inch mesh.
 2. Top and bottom edges shall have a knuckled finish.
 3. Fabric shall be continuous width for full height of fence.
 4. Splicing of fabric for fence height shall not be permitted.
- B. Posts: Type I shall be schedule 40 steel pipe conforming to ASTM F1083 or Type II shall be steel pipe conforming to F669, Group IC, with coating conforming to the requirements of ASTM F123 Type B galvanized interior, galvanized before forming.
1. Intermediate line posts: 2.375 inch O.D. zinc coated steel pipe weighing 3.65 pounds per linear foot or Type II weighing 3.12 pounds per linear foot.
 2. Terminal and corner posts: 2.875 inch O.D. zinc coated weighing 5.79 pounds per linear foot or Type II weighing 4.64 pounds per linear foot.
 3. Top Rails: 1.660 inch O.D. nominal 1 ¼ inch zinc coated weighing 2.27 pounds per linear foot or Type II weighing 1.82 pounds per linear foot.
 4. Eye Tops: Galvanized, heavy malleable iron with base apron to fit over posts, and designed for use with top rail.
- C. Tension Wire: No. 9 steel wire; ASTM A824 Type II Class 2 zinc coated.
- D. Fittings: Galvanized, malleable cast iron or pressed steel meeting ASTM F626.
- E. Triangular Warning Sign: 14” minimum, 20 ga. steel with rounded corners, orange and red reflective.
1. All signs shall be marked with orange and/or red reflective stickers or tape.
 2. The orange center shall be bordered by 1-1/2” to 2” wide red border (one side only).
 3. Signs shall be installed on both sides of each gate section.
 4. Attach with a minimum of 3 self-tapping 12-14x by 1” screws.
 5. Signs shall be installed either during gate fabrication or immediately following on-site installation.
- F. Imbed Plates: Four-inch square, ¼” thick, with four twelve inch shape anchors. Plates shall be spaced accordingly with post spacing and grouted in place.
1. Grouting: Perform all grouting of plates and similar items with non-shrink grout.
 2. Protection: Protect all dissimilar metals from galvanic corrosion.
 3. Painting: After plates have been welded, properly cleaned and treated, apply prime coat of paint to all surfaces except those encased in concrete or masonry. Apply all paint as per manufacturer's directions. Spot paint all abrasions and field connections after assembly.
- G. Zinc Coating: Hot dip method, using zinc conforming to ASTM B6


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1. Chain link fabric: 1.2 ounces per square foot.
 2. Rails, posts and braces: 1.8 ounces per square foot for Type I steel pipe and a minimum weight of 0.90 ounces per square foot for Type II steel pipe. Type II steel pipe shall have an exterior chromate conversion and a minimum of .3 mils clear polymer applied over the zinc coating.
- H. Installation:
1. Securely anchor fencing plumb, true to line, complete with necessary standard fittings specified and recommended by manufacturer and in accordance with ASTM F567.
 2. Posts: Weld to embed plates, to height specified.
 3. Line Posts: Space equally 10 feet on centers maximum, unless otherwise indicated on the drawings.
 4. Top Rail: Pass through top of line posts and provide a continuous brace from end to end of each stretch of fence. Install outside sleeve type couplings at not more than 20 feet on center and terminate not more than 12 inches from line post. Fasten to terminal post with rail end connectors.
 5. Tension Wire: Stretch along bottom of fence in lengths not exceeding 150 feet and securely tied to fabric 18 inches on center. Secure ends of tension wire to posts in a manner to prevent slipping and ensure proper tension. Secure tension wire to fabric with “Hog Rings” at 18 inch intervals.
 6. Tie Wires: Double-knuckle so exposed ends will not protrude and present a hazard.
- I. Cleaning:
1. During the course of the work and on completion of the work, remove excess materials, equipment and debris and properly dispose of away from the premises.
- J. Manufacture and install gates per industry standard.

ORNAMENTAL IRON FENCE SPECIFICATIONS

1. Products

- A. Materials
1. General: Provide commercial quality steel strip, degreased on exterior surfaces. Basic shapes shall be cold rolled and electrically welded with welded areas protected by a corrosion preventative paint.
 2. Steel: ASTM A36, hot rolled sections for bars, angles, channels and other miscellaneous steel.
 3. Steel Pipe: ASTM A53.

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4. Tube: ASTM A500, Grade B.
5. Anchor and Expansion Bolts: ASTM A307 anchor bolts, unless otherwise noted. Expansion bolts to have I.C.B.O. rating for material into which the installation takes place. Furnish anchor and expansion bolts with steel washers.
6. Paint: VOC compliant rust-inhibitive primer for exterior application.

2. Fabrication


- A. Construction shall be shop welded by Arc-gas shield weld for smooth, clean, slag-free welds. Grind welds smooth. Completely prime and paint, posts, pickets and rails sizes and shapes shall be as shown on the Drawings. Ornamental fencing is to be fully welded with all pickets to be centered and equally spaced.
- B. Gates:
 1. Cane bolts shall have a locking eye installed to allow it to be locked when in a lowered position.
 2. Prepare gates as shown or required for hardware provided by others.
 3. Hinges: Non-lift off type, offset to allow 180-degree gate opening.
 4. Provide and install roller guides, tracks, rails, guides, support angles, etc., as required for smooth operation of rolling and sliding gates.
 5. At sliding gates, include a 1" x 1" x 3/16" galvanized guide angle cast into a 1'-0" wide x 1'-0" thick concrete pad running the full length of the wheel travel.
 6. Tires: 6 inch rubber wheel in tandem with a 6 inch diameter, ball-bearing, metal in-line "V" wheel operating over gate guide track. Locate tires approximately 20 inches center to center. Support gate on a 2-inch square tube assembly.

3. Shop Painting

- A. Thoroughly clean iron and metal to be primed of scale, dirt and dust by steel scraper, wire brushes or sandblasting.
- B. Apply one shop coat of protective paint to un-galvanized ferrous metal. Thoroughly work paint into joints by brush.

4. Execution

- A. Securely anchor gates and erect plumb, level, and true, with smooth operating hardware.
- B. Touch up abrasions, bolts, rivets, welds and other spots after erection with the same type of paint as used for shop coat.

 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District #15 Response Checklist		67 Fir Street Tuba City, AZ 86045 928-283-1000
	IFB: 09-05-10 PROJECT: Perimeter Fencing of Multiple Campuses	Page 37 of 50	

Bidder guarantees material and workmanship for a minimum of two (2) years: YES NO

If No, please explain: _____

Bidder possesses L-14 or K-14 Fencing License? YES NO

Proof of worker's comp., public liability & property damage insurance will be provided by vendor? YES NO

Payment Bond enclosed? YES NO

Performance Bond enclosed? YES NO

General Power of Attorney from an insurance company, licensed by the State of Arizona and rated "B+" in Best's Guide YES NO

Are you a current member of AFA (American Fence Association)? YES NO


Do you have a minimum of 10 years of fencing installation experience? YES NO

Bidder understands work schedule and can comply with same? YES NO

If No, please explain: _____

Performance bond must be provided. All bonds provided to Tuba City Schools must be from Surety Companies licensed in the State of Arizona: YES


State percentage and/or method of calculating cost for Performance Bond:

 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District #15 Alternates Description		67 Fir Street Tuba City, AZ 86045 928-283-1000
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Plans available for review at the Tuba City Unified School District office at 67 Fir Street, Tuba City, AZ 86045.

Alternates:

1. AIA Varsity Baseball backstop with dugouts fencing, each
2. AIA Varsity Softball backstop with dugouts fencing, each
3. _____

 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District #15 Bid Pricing Submittal		67 Fir Street Tuba City, AZ 86045 928-283-1000
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Bid Submittal

Place: **Purchasing Department**
 Dated: **January 7, 2010**
 Time: **12:30P.M.**

Bid submittal of _____
 (Firm's Name)

a corporation organized and existing under the laws of the State of _____; a partnership consisting of _____; an individual trading as _____

(Name)

PROJECT: **Perimeter Fencing of Multiple Campuses**
 TO: Tuba City Unified School District No.15 (Owner)

1. In compliance with your Notice Inviting Sealed Bids and Instructions to Bidders, the undersigned hereby offers to furnish the materials and perform the Work for the Owner's Project designated above in strict accordance with the Specifications, Schedules, Drawings and all other pertinent Contract Documents, and agrees, upon written notice of acceptance of this Bid at any time within forty-five (45) days after the date of opening of the bids, that he will execute the Contract in accordance with the Bid as accepted, and give bond, as sufficient surety, in the amount of one hundred percent (100%) of the Contract Amount, within ten (10) working days after a Notice of Award is presented for the following sums:

High School Campus, _____ (\$ _____)
 Junior High Campus, . _____ (\$ _____)
 Eagles Nest Campus _____ (\$ _____)
 Base Bid Total _____ (\$ _____)

Alternates (If Applicable)

1. # 1 Varsity Baseball Backstop with dugout fencing _____ (\$ _____).
- # 2 Varsity Softball Backstop with dugout fencing _____ (\$ _____).
- # 3 - _____ _____ (\$ _____).

2. Enclosed is bid security as required consisting of _____ in the amount of _____ (\$ _____). (Not less than ten percent (10%) of the proposed Contract Amount, including all additive alternates.)

3. The undersigned agrees that the above Base Bid includes the amount of N/A (\$ _____) for the asbestos abatement work required by the Plans and Specifications.

4. The undersigned hereby agrees that the above Base Bid includes a Cash Allowance for N/A (\$ _____); If there are any funds remaining in the Cash Allowance after the Project has been fully completed, then upon final acceptance of the Project, the Contract Amount shall be reduced by the funds so remaining.

5. It is understood and agreed that the work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract for the Project, on the date specified as the Start Date in the Notice to Proceed issued by the Owner in the manner specified in the Contract and General Conditions, and shall be completed by the Contractor within **One Hundred Sixty (160)** consecutive days from Notice to Proceed. If the Work is not completed by these dates, then the undersigned Bidder shall pay the Owner the amount of **One Hundred and No/100 Dollars (\$100.00)** as liquidated damages for each day after expiration of the Contract Time that the Work remains incomplete.



Tuba City Unified School District #15

Bid Pricing Submittal

IFB: 09-05-10

PROJECT: Perimeter Fencing of Multiple Campuses

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67 Fir Street
Tuba City, AZ 86045
928-283-1000

6. The undersigned Bidder hereby acknowledges receipt of the following Addenda, if any:

Addendum No.

Date

7. The undersigned Bidder understands that the Owner reserves the right to reject any or all Bids or to waive any formality or technicality, as determined by the Owner in its sole discretion, in any Bid in the interest of the Owner.


8. Arizona Contractor's License No (s) _____ L:

(Official Name of Firm) _____

SEAL -If Bidder is a Corporation Print Officer's Name: _____ Title, _____

(Complete Business Address)

(Business Phone Number)

 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District #15 Bid Subcontractors Submittal		67 Fir Street Tuba City, AZ 86045 928-283-1000
	IFB: 09-05-10 PROJECT: Perimeter Fencing of Multiple Campuses	Page 41 of 50	

(To be filled out and submitted in separate sealed envelope as a part of the bid submittal. Form is required even if Bidder plans to utilize their own forces for all work.)

OWNER'S PROJECT: Perimeter Fencing of Multiple Campuses

TO: Tuba City Unified School District #15


In compliance with paragraph 2 of the Instructions to Bidders and in conformity with subparagraph 4.12.4 of the Contract and General Conditions, the undersigned submits the following names of Subcontractors to be used in performing the work for the Project.

Note:

1. Successful bidder must furnish to the Owner the Arizona contractor's license number for each listed Subcontractor within 24 hours after request by Owner.

2. ONE, and only one, Subcontractor shall be submitted for each portion of the work. The failure to list a Subcontractor for work not performed by Contractor's own forces or the listing of more than one Subcontractor for each portion of the work shall be considered non-responsive, and shall be grounds for rejection of the bid by the Owner, at the Owner's sole discretion. The List of Subcontractors shall be based on the "Base Bid" scope of work. If selection of any alternate(s) results in a change of Subcontractor(s), the successful bidder shall notify the Owner of all such changes upon request from Owner, but in no event more than 24 hours after receipt of the Notice of Award. Bidder shall denote where it is intended to use their own forces.

Subcontractor's Work	Subcontractor's Name	License #
Trenching		
Landscape		
Concrete		

 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District #15 Bid Bond		67 Fir Street Tuba City, AZ 86045 928-283-1000
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PURSUANT TO RULE R7-2-1111 OF THE ARIZONA SCHOOL DISTRICT PROCUREMENT RULES (Penalty of this bond must be not less than 10% of the bid amount)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety"), as Surety are held and firmly bound unto Tuba City Unified School District NO.15 (hereinafter called the ("Obligee") in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____
 NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the bid and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays the Obligee the difference not to exceed the penalty of the bond between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the bid then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Ariz. Admin. Code Rule R7-2-1111 and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

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


Witness our hands this __ day of _____, 20__.

Principal Seal Surety Seal

By: _____ By: _____

Title: _____ Title: _____

Agency of Record
 Agency Address

 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District #15 Performance Bond		67 Fir Street Tuba City, AZ 86045 928-283-1000
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PERFORMANCE BOND PURSUANT TO R7-2-1112 OF THE ARIZONA ADMINISTRATIVE CODE (SCHOOL DISTRICT PROCUREMENT RULES) (Penalty of this bond must be 100% of the Contract Amount)
 KNOW ALL PERSONS BY THESE PRESENTS:

of (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Tuba City Unified School District, #15, Coconino County, Arizona (hereinafter called the "Obligee"), for the amount of Dollars (\$) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has entered into a certain written contract with the Obligee, entitled Contract and General Conditions Between Owner and Contractor, dated the __ day of ____ 20__ , ("Contract") to construct and complete certain work described as _____, which Contract is hereby referred to and made apart hereof as fully and to the same extent as if copied at length herein. NOW, THEREFORE, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect. Provided, however, that this bond is executed pursuant to the provisions of Arizona Administrative Code Rule R7-2-1112, and all liabilities on this bond shall be determined in accordance with the provisions of said Rule, to the extent as if it were copied at length in this agreement. The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court. Witness our hands this _ day of ,20__.

PRINCIPAL Seal

By _____

AGENCY OF RECORD

Print Name, _____ Title, _____

 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District #15 Payment Bond		67 Fir Street Tuba City, AZ 86045 928-283-1000
	IFB: 09-05-10 PROJECT: Perimeter Fencing of Multiple Campuses	Page 44 of 50	

PAYMENT BOND PURSUANT TO R7-2-1112 OF THE ARIZONA ADMINISTRATIVE CODE (SCHOOL DISTRICT PROCUREMENT RULES)

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

That, (hereinafter called the "Principal"), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Tuba City Unified School District, Coconino County, Arizona (hereinafter called the "Obligee"), for the amount of _____ Dollars (\$) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, entitled Contract and General Conditions Between Owner and Contractor, dated the _____ day of _____, 20____, ("Contract") to construct and complete certain work described as _____; which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Arizona Administrative Code Rule R7-2-1112, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Rule, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court. Witness our hands this _____ day of _____, 2010.

PRINCIPAL Seal


By _____

AGENCY OF RECORD

Title _____

Agency Address SURETY Seal

By _____ Title _____

 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District #15 Asbestos Certification Statement		67 Fir Street Tuba City, AZ 86045 928-283-1000
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ASBESTOS CERTIFICATION STATEMENT

BID No.: 09-05-10

Title of Bid: Perimeter Fencing of Multiple Campuses

CONTRACTOR The person, corporation or company who makes the accompanying Bid, having first been duly sworn, deposes and says: All materials to be used in the above referenced project are and shall be free of asbestos.

 (Name)

 (TITLE)

Subscribes and sworn to before me this Day _____ of _____, 20 __.

 SIGNATURE OF NOTARY PUBLIC IN AND FOR THE COUNTY
 OF _____

STATE OF (My Commission Expires _____, 20 __.)



Tuba City Unified School District #15
Addendum Acknowledgment Form

67 Fir Street
Tuba City, AZ 86045
928-283-1000

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PROJECT: Perimeter Fencing of Multiple Campuses


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 #2 _____ Date _____

Addendum #3 _____ Date _____

 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District #15 Non Collusion Affidavit		67 Fir Street Tuba City, AZ 86045 928-283-1000
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NON-COLLUSION AFFIDAVIT

State of Arizona)
) ss.
 County of)

_____, affiant,

the _____
 (Title)

 (Contractor/Offeror)

the persons, 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 of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

 (Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

 Signature of Notary Public in and for the
 State of _____
 County of _____

 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District #15 Offer and Acceptance		67 Fir Street Tuba City, AZ 86045 928-283-1000
	IFB: 09-05-10 PROJECT: Perimeter Fencing of Multiple Campuses	Page 49 of 50	

OFFER AND ACCEPTANCE

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

Company Name		For Clarification of this Offer, contact:	
Arizona Transaction (Sales) Privilege Tax License No.			
Federal Employer Identification No.		Name	
Street Address		Phone	
City		Fax	
State	Zip	E-mail	
Tax Rate (if applicable) ___%		_____ Signature of Person Authorized to Sign Offer	
		Printed Name of Person Authorized to Sign Offer	
		Title	

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The offer complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State Employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
4. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
5. In accordance with A.R.S. § 35-391, the offeror is in compliance and shall remain in compliance with the Export Administration Act
6. In accordance with A.R.S. § 35-397, the offeror does not have scrutinized business operations in Iran or Sudan.
7. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 09-05-10

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

Awarded this _____ day of _____ 2010

Authorized signature of the District



Tuba City Unified School District No. 15

Tuba City Unified School District #15

Request for W-9

IFB: 09-05-10

PROJECT: Perimeter Fencing of Multiple Campuses

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67 Fir Street
Tuba City, AZ 86045
928-283-1000

Form W-9 (Rev. October 2007) 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.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number
.....
OR
Employer identification number
.....

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

Part II Certification

Under penalties of perjury, I certify that:

- 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).

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

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

General Instructions

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

Purpose of Form

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

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

- 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.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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