 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District, #15 Notice of Request for Proposal		PO Box 67 Tuba City, AZ 86045 928-283-1011
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Material and/or Service: Audit Services
 Solicitation #11-02-15

Due Date: **September 2, 2010** Time: **2:00 p.m. Local Time**

Opening Location: Tuba City Unified School District, #15
 Purchasing Department
 PO Box 67 67 Fir Street
 Tuba City, AZ 86045


In accordance with School District Procurement Rules in the Arizona Administrative Code (A.C.C.) put into operation by the State Board of Education pursuant to A.R.S. 15-213, offers for the material or services specified will be received by the Tuba City Unified School District, at the above specified location, until the time and date cited. Offers received by the specified time and date shall be opened and shall be publicly read. **Please note that the Procurement Office is not located with the District Office, if you need directions to our office, please call 928-283-1011.**

One original hardcopy, 2 copies of the original offer shall be submitted in a sealed envelope/box with the solicitation number and Offeror's name and address clearly indicated on the envelope/box. All offers must be written legibly in ink or typewritten. Additional instructions for preparing an offer are provided herein.


Offer shall be in the actual possession of the District, at the location indicated, on or prior to the time and date indicated above. Late offers shall not be considered.

OFFEROR'S ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Authorized By: Priscine Jones, Business Manager	
Phone: 928-283-1011	Fax: 928-283-1285
E-mail: pjones@tcsud.org	Date Issued: August 18, 2010

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Material and/or Service: Auditing Services
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Offerors not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above, fax to 928-283-1285 or email to pjones@tcusd.org.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO BID RESPONSE:

- Do not handle product/service
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:


Other: _____

This NO BID response is authorized by: _____ Date: _____

Signature

Title _____

- Please check one:
- Retain our company on the mailing list for future solicitations.
 - Please remove our company from the mailing list for this commodity or service

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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/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for 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/Public Entity”** means the School District/public entity that executes the contract.

2. **Inquiries**

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation Contact Person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation Contact Person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. **No Right to Rely on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to 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


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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 an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed Subcontractors and 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 may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- 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. Offeror shall also include the applicable tax rate in the space provided on the Offer and Acceptance Form.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District/public entity will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the

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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. Addenda/Amendments
 2. Special Instructions, Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Specifications/Scope of Work;
 5. Attachments;
 6. Exhibits;
 7. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer

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

5. Evaluation

- A. Unit Price 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/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- 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.

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


6. **Award**

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

7. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Priscine Jones, Business Manager. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the 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 or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFP).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District/Public Entity”** means the School District or public entity 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 prevail in the order set forth below:
 - 1. Addenda/Amendments
 - 2. Special Instructions, Terms and Conditions;
 - 3. Uniform General Terms and Conditions;
 - 4. Specifications/Scope of Work;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Uniform Instructions to Offerors.
- 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.

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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/public entity and, where applicable, the Federal Government, to 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 a reasonable time for inspection of the materials and services covered under this Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

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/public entity 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/Public Entity. The School District/public entity 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/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all

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Subcontractors to hold the School District/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

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 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 under 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/public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.


C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

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

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- b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
- c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
- 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/public entity any claim for overcharges resulting from antitrust violation to 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 supplies under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for two years after acceptance by the School District/public entity 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/public entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District/public entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 1. Contractor’s Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **School District/Public Entity’s Contractual Remedies**

- A. Right to Assurance. If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the


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Contractor to provide written assurance within the number of days specified in the demand may, at the School District/public entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

- B. Stop Work Order.
 1. The School District/public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District/public entity under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/public entity or damages assessed by the School District/public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/public entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/public entity determines that the Contractor has been debarred, 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/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/public entity without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the

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School District/public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity.
3. The School District/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/public entity for any excess costs incurred by the School District/public entity 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.

G. Registered Sex Offender Restriction. Pursuant to this order, the named offeror agrees by acceptance of this order that no employee of the offeror or a subcontractor of the offeror, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The offeror further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

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. **Contract'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.

12. **Terrorism Country Divestments**

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


13. **Scrutinized Business operations**

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

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

14. **Fingerprint Checks**


A contractor, subcontractor, or any employee of a contractor, subcontractor or vendor, who is contracted to provide services at least once a month for two or more months during the fiscal year at an individual school, shall obtain a valid fingerprint clearance card pursuant to A.R.S. 41-1758 et seq. The Superintendent, or Superintendent approved

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designee(s), may exempt the fingerprint requirement upon determined that the contractor, subcontractor, vendor or any employee of a contractor, subcontractor or vendor is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services at the school.

15. 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.

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1. PURPOSE

The purpose of this Request for Proposals (RFP) is to enter into a contract with a qualified Certified Public Accountant Firm to conduct an annual audit of financial transactions and accounts kept by or for the District, for the years ending June 30, 2011, 2012, 2013, 2014, 2015 and to complete the Uniform System of Financial Records (USFR) Compliance Questionnaire.

2. MULTIPLE AWARD

The Dysart Unified School District reserves the right to award as many contracts as may be in the best interest of the District. The award will be limited to the least number of offerors that the District determines is necessary to meet its need.

3. TYPE & TERM OF CONTRACT

It is the intent of the District to award a multi-term contract, beginning ASAP through June 30, 2011. Offered prices must be held firm for the term of the contract (fixed price). If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts.

4. AWARD BASIS

Successful offeror(s) will be determined by the specified evaluation criteria. Award will not be made based on price alone; however, it is a factor.

5. EVALUATION CRITERIA


During the course of the selection process, all prospective Offerors are cautioned not to contact School Board Members, Selection Committee Members or attempt to persuade or promote through other channels. Representatives of the District will read, review and evaluate the proposals based on the evaluation criteria. A point formula system will be used to evaluate the proposals. The District may request additional clarification to information received in the proposal. Firms may be asked to host a site visit and/or interview with the Selection Committee, they may also be asked to revise or modify their proposals following the receipt of other information. However, offering firms are cautioned that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.

Offerors meeting the mandatory criteria below will have their offers evaluated and scored by the specified evaluation criteria. The following represents the mandatory criteria that will be considered during the evaluation process.

Mandatory Criteria:

The following qualifications are mandatory for audit firms submitting proposals:

- a. The auditors must be properly licensed certified public accountants, public accountants, or persons working for a licensed certified public accounting firm or public accounting firm. According to Government Auditing Standards (GAS), 2007 Revision, as amended, issued by the Comptroller General of the United States, public accountants and public accounting firms must be licensed on or before December 31, 1970.

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- b. The audit firm must meet the independence requirements of GAS.
- c. The audit firm must not have a record of substandard audit work for the last 5 year(s). The District reserves the right to contact the Arizona State Board of Accountancy to verify the audit firm’s credentials and the State of Arizona, Office of the Auditor General, to verify that the audit firm has not been debarred or suspended or that such audit firm’s contracts are not routinely rejected for substandard audits.
- d. The audit firm must have an external quality control review performed at least every 3 years in accordance with GAS. The most recent external quality control review report must be included with the proposal.
- e. The audit firm must meet the continuing education requirements of GAS. Therefore, each auditor responsible for planning, directing, conducting, or reporting on GAS audits should complete at least 80 hours of continuing education every 2 years. At least 20 hours should be completed in any 1 year of the 2-year period. At least 24 of the 80 hours of continuing education should be completed in subjects directly related to the government environment, government auditing, or the specific or unique environment in which the District operates.

The following represents the evaluation criteria and points that will be considered during the evaluation process.

Evaluation Criteria

Tab 1 - Related Work Experience and References (300 points)

The evaluation of Tab 1 will include Firm’s history, experience, staffing, and references.

Tab 2 - Personnel (300 Points)

The evaluation of Tab 2 will include qualifications, education, and experience of proposed staff.

Tab 3 - Offered Program (400 Points)

The evaluation of Tab 3 will include the proposed audit work plan, including how it is organized and staffed.

Tab 4 - Cost (400 Points)


The evaluation of Tab 4 will include cost of proposed services. The Audit Firm that offers the lowest cost for specified services will receive the maximum points for this tab. The other firms will receive a proportionate score based off the following formula (Lowest Firm Cost/Offered Firm Cost * 400 points).

Tab 5 - Overall Evaluation and Firm’s Perceived Ability to Provide Services. (100 points)

The evaluation of Tab 5 will include Firm’s perceived ability to meet the District’s needs and to follow instructions provided within the solicitation.

6. PROPOSAL FORMAT

- a. Firm shall submit one original hardcopy, 2 copies of the original offer.

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- b. To facilitate the evaluation process, the offer must be specific, complete and clearly demonstrates that Firm has a thorough understanding of the requirements. Firm shall provide detailed information and relate experience concerning previous performance of similar services.
- c. The sections of the original offer shall be indexed as specified below to indicate the applicable parts and elements. **Orderliness, readability and similar factors should be considered in offer preparation of the offer.**
- d. The information shall conform to the format specified below. The District will make no reimbursement for the cost of developing or presenting proposals in response to the solicitation. Failure to submit Offer in specified format may cause the District to declare the Offer non-responsive.

Title Page

Each Offer shall contain a title page that identifies the solicitation number and the subject; the Firm’s name, address and telephone number; the name and title of the contact person.

Table of Contents


Each Offer shall contain a Table of Contents that clearly and completely identifies the materials submitted by section and page number.

Letter of Transmittal

Each Offer shall contain an affirmation that the Firm understands the services to be performed, can perform services within the specified time frames, accepts the sample agreement that is embedded within the solicitation and that they meet all of the mandatory qualifications specified within the solicitation.

Tab 1 - Related Work Experience and References

- a. Firm shall include a summary of their history, as well as a description of the Firm, including size, number of professional staff by level, staff turnover in the last three years and range of activities performed by firm.
- b. Firm shall indicate any claims against their Errors and Omissions or Professional Liability Insurance, as well as any claims filled with the Arizona Board of Accountancy within the last 10 years.
- c. Firms shall include any finding or recommendations given during their audit or evaluation, as well as a copy of their most recent external quality control review report.
- d. Firm is responsible for submitting a completed Reference form for up to five clients.
- e. Firm shall provide specific information on the extent of your experiences in providing the specified services for Arizona School Districts of similar size and scope. Include school district’s name, contact name, phone number, population and number of year’s services has been provided.
- f. Firm shall provide a complete listing of all Arizona School District that they have performed audit services for fiscal year 2008/2009 as well as fiscal year 2007/2008 (The District is requesting that the fiscal years not be merged).
- g. Firm shall provide a statement of why your firm should be selected. What differentiates your firm’s services and from other firm’s services?

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Tab 2 - Personnel

- a. Firm shall provide resumes' for the senior and technical staff who will be assigned to District to perform specified services. Proposed staff may not be substituted without permission of the District. Resumes' shall include relevant experiences, duties, qualifications and continuing education.

Tab 3 - Offered Services

- a. Firm shall include an audit work plan, which details the approach the Firm intends to follow. The plan should completely cover what work will be accomplished to allow the Firm to render the reports specified in the solicitation. The plan shall demonstrate the Firm's understanding of the audit requirements of a single audit as specified in OMB Circular #A-133 and the audit tests and procedures to be applied in completing the audit work plan. Plan shall identify dates in sequential order, the party responsible for completion and reporting deadlines. **Firms must identify when they will be on-site for preliminary and the second visits!**
- b. Firm shall include a plan for organizing and staffing for the proposed services, with an estimate of time each staff member will devote to the audit.
- c. Firm shall include a copy of any worksheets or questionnaires that will need to be completed by the District to assist the firm in providing specified services.
- d. Firm shall include a listing of difficulties expected or anticipated in performing specified services and how the challenges will be minimized or overcome.

Tab 4 - Cost


- a. Firm shall include a **separately sealed**, fully completed Proposal Cost Form.

Tab 5 - Overall Evaluation and Firm's Perceived Ability to Provide Services.

- a. Firm shall include a completed Offer & Acceptance Form
- b. Firm shall include a completed Confidential or Proprietary Information Form
- c. Firm shall include a completed Deviations & Exceptions Form along with supporting information
- d. Firm shall include a completed Addendum Acknowledgement Form
- e. Firm shall include a completed Non Collusion Form
- f. Firm shall include a completed W-9 Form
- g. Firm shall include proof of required insurance.
- h. If the Firm requires the District to sign a separate contract in the event of an award, then a copy of the contract must be included.

7. CALENDAR OF EVENTS

- a. Sealed proposals will be received until 2:00 P.M. Local Time local time, on September 2, 2010.
- b. The District anticipates that Offers will be evaluated the week of September 7, 2010. Please have staff available at that time to respond to questions by telephone.

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- c. If the District finds it necessary or in its best interest to issue a Request for Best and Final offers, it is anticipated that it will be released on September 3, 2010, with a response deadline of September 8, 2010.
- d. If a Request for Best and Final offers is released, the District anticipates that the evaluation of offers will be performed on September 10, 2010.
- e. The District anticipates that the recommendation for award will be approved at the next Governing Board Meeting. After the Governing Board approves the award, the Auditor General will review the proposed contract and approve or disapprove it in accordance with Arizona Revised Statutes (A.R.S.) §§15-914(E) and 41-1279.21(A)(4), and *Arizona Administrative Code* R4-44-117. Only upon approval of the proposed contract by the Auditor General will the contract be signed by the school district administrator and the selected audit firm.
- f. Audit work may begin as soon as the Auditor General approves the proposed contract. Audit work must be completed by December 15th each year.
- g. Audit test work and the on-site exit interview to be held no later than November 15th.
- h. A meeting to review final findings to be held no later than December 15th.
- i. The draft of financial statements need to be submitted to the District no later than January 8th.
- j. The final reports should be submitted to the District no later than February 1st.


8. PRICE CLAUSES

Prices shall be firm for the term of the contract. Prices as stated must be complete for the products & services offered and shall include all associated costs, including delivery. DO NOT include sales tax on any item in the Bid. After initial contract term and prior to any contract renewal, changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary. Such changes must be authorized in writing by the School District and approved by the Auditor General, prior to the performance of the work.

9. CONTRACT

The contract shall be based upon the solicitation issued by the District and the offer submitted by the Offeror in response to the solicitation. The offer shall substantially conform to the invitation, instructions, terms, conditions, specifications and other requirements set forth within the text of the solicitation. The District reserves the right to contractual terms with the concurrence of the Offeror, however, any substantial non-conformity in the offer shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the District and the Offeror relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

If an offeror receives an award, an order is placed and offeror is unable to meet the delivery requirements, meet service requirements, or provide materials that meets the Districts needs as outlined in this Request for Proposal, or is unable to hold proposal price, or fails to provide product

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or service within a reasonable period of time, and/or fails to provide product complying with proposal specifications, as determined by the District, the District reserves the right to go to the next lowest proposal price of equal quality which meets proposal specifications. If the 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, offeror must pick up item immediately and replace to the 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 offeror upon verbal notification.

Non-performance of contract will be considered sufficient cause for the District to cancel the contract. Non-performance includes but is not restricted to failure of the offeror to complete the contract in the time specified. Cancellation for non-performance may result in removal of the offerors name from the District's supplier list.

10. EXAMINATION OF RECORDS

As a successful offeror, your firm agrees that any duly authorized representatives from the District may at any time during the term of this contract, have access to and the right to examine any directly pertinent books, documents, invoices, papers and records of contracts involving transactions related to this contract.

11. DELIVERY OF SERVICES

Services must be received within times agreed to by the District and the Offeror. Decisions to compliance with contract services and times will be made by the District and shall be final.


12. BILLING

All billing notices must be sent to the district's accounts payable department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued will refer to the solicitation number.

13. 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 contract, 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 the Tuba City Unified School District, #15 as an additional insured party.

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

14. DOCUMENTS REFERENCED


Documents Referenced:

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

- a. Arizona Revised Statutes (A.R.S.) is available at:
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>
- b. The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: http://azsos.gov/public_services/Title_07/7-02.htm#Article_10
- c. U.S.F.R. Compliance Questionnaire is available at:
http://www.auditorgen.state.az.us/manuals_schooldistrict.htm
- d. I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

15. INQUIRIES

All questions related to this Solicitation shall be in writing, directed to Priscine Jones, fax to 928-283-1285 or email to pjones@tcusd.org. Offerors shall not contact or ask question of the school or department for which this requirement is being procured. All inquiries shall be made at a minimum of 7 days prior to the specified solicitation opening date. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions shall be responded to as soon as possible.

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1. GENERAL INFORMATION

The Tuba City Unified School District consists of 4 elementary schools, 1 middle schools, 1 high school, 1 alternative high school and 0 preschool, serving approximately 1,800 students. The District operates on a July 1 to June 30 fiscal year. The accounting policies of the Tuba City Unified School District conform to generally accepted accounting principles (GAAP) as adopted by the Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB), as applicable.

2. REPORTING ENTITY


The District is a special-purpose government that is governed by a separately elected governing body. It is legally separate from and fiscally independent of other state and local governments. Furthermore, there are no component units combined with the District for financial statement presentation purposes, and it is not included in any other governmental reporting entity. Consequently, the District’s financial statements present only the activities of those organizational entities for which its elected governing board is financially accountable.

3. DISTRICT FUNDS

The basic financial statements include both government-wide statements and fund financial statements. The government-wide statements focus on the District as a whole, while the fund financial statements focus on major funds. Each presentation provides valuable information that can be analyzed and compared between years and between governments to enhance the usefulness of the information.

The District reports the following governmental and enterprise funds and other fund types:

Governmental	Number of Funds
General Fund	51
Major Fund(s)	4
Non-Major Fund(s)	
Enterprise	Number of Funds
Major	1
Non-Major Fund(s)	13
Other Fund Types	Number of Funds
Internal Service	6
Agency	

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Federal and State Financial Assistance


The list below is the schedule of federal and state financial assistance programs and the annual expenditures of for fiscal year ending June 30, 2010.

ARRA Education Stabilization Fund May.....	435,545.52
ARRA Education Stabilization Fund.....	691,063
ARRA Enhancing Education through Technology, Title II-D	39,314
ARRA IDEA Grant.....	314,748
ARRA IDEA Preschool	11,974
ARRA Title I Grant	1,023,719
CTE Basic Grant/Federal.....	117,997
CTE Priority Program	92,840
Early Childhood Block Grant	15,543
Enhancing Education through Technology.....	27,731
Gifted Education	6,110
IDEA- Preschool.....	29,334
IDEA-Basic- Ent.....	548,462
Impact Aid.....	10,655,897
National School Lunch Program (cash).....	453,224.67
National School Lunch Program (commodities)	103,069.45
Navajo Preschool	37,500
Reading First Subgrant Cycle II	150,000
ROTC.....	33,285
School Breakfast Program (cash).....	127,488
State Chemical Abuse	403
Summer Food Service Program for Children (cash).....	18,904
Summer Food Service Program for Children (commodities).....	0
Title I LEA	2,918,641
Title I School Improvement CA RP RI.....	83,308
Title I School Improvement	54,000
Title II Improving Teacher Quality.....	473,259
Title III LEP Program	170,508
Title IV Safe & Drug Free Basic	21,405

4. BASIS OF ACCOUNTING

The government-wide, proprietary, and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Property taxes are recognized as revenue in the year for which they are levied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. Expenditures are

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recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they are due and payable. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

All internal service funds of the District follow FASB Statements and Interpretations issued on or before November 30, 1989; Accounting Principles Board Opinions; and Accounting Research Bulletins, unless those pronouncements conflict with GASB pronouncements.

5. BUDGETING AND BUDGETARY CONTROL

The District adopts an annual operating budget for expenditures for all governmental fund types on essentially the same modified accrual basis of accounting used to record actual expenditures. The Governing Board presents a proposed budget to the Superintendent of Public Instruction and County School Superintendent by July 5. The Governing Board legally adopts the final budget by July 15, after a public hearing has been held. Once adopted, the budget can be increased or decreased only for specific reasons set forth in A.R.S.

Budgetary control over expenditures is exercised at the fund level. However, the General Fund is budgeted within 22 subsections, any of which may be over-expended with the prior approval of the Governing Board at a public meeting, providing the expenditures for all subsections do not exceed the General Fund’s total budget.

Encumbrance accounting, under which purchase orders, contracts, and other commitments to expend monies are recorded to reserve that portion of the applicable fund balance, is employed as an extension of formal budgetary control in the General, Unrestricted Capital Outlay, Soft Capital Allocation, and Adjacent Ways Funds. Encumbrances outstanding at year-end for goods or services that were not received before fiscal year-end are canceled. However, at year-end the County School Superintendent must encumber in these funds the amounts necessary and available to pay liabilities outstanding for goods or services received but unpaid at June 30. Warrants may be drawn against the encumbered amounts for 60 days immediately following the close of the fiscal year. After 60 days, the remaining encumbered balances lapse and any cash balances remaining in these funds are used to reduce District taxes for the next budget year.

6. DEPOSIT OF DISTRICT MONIES

In accordance with A.R.S. §15-341(A)(20), the District deposits with the Coconino County Treasurer all monies received, except student activities monies (A.R.S. §15-1122); auxiliary operations monies (A.R.S. §15-1126); monies withheld or received from employees, former employees, board members, and other persons for insurance programs (A.R.S. §15-1223); and grants and gifts to teachers (A.R.S. §15-1224). The County School Superintendent (or school districts that have assumed accounting responsibility in accordance with A.R.S. §15-914.01) draws warrants on funds on deposit with the County Treasurer upon presentation of a voucher by the District Governing Board to expend District monies on deposit with the County Treasurer.

In addition to maintaining funds on deposit with the County Treasurer, the District maintains several bank accounts in accordance with A.R.S. Following is a list of all bank accounts maintained by the District:


<u>Bank Account Name</u>	<u>Bank Name and Location</u>
Maintenance and Operation Fund Revolving account	Wells Fargo
Miscellaneous Receipts Clearing account	Wells Fargo
Food Service Fund Clearing Cash account	Wells Fargo
Auxiliary Operations Fund account	Wells Fargo
Student Activities Fund account	Wells Fargo
Payroll Electronic Payments Clearing account	Wells Fargo
Payroll Direct Deposits Clearing account	Wells Fargo

7. **MAGNITUDE OF FINANCIAL ACTIVITY**

The following are selected elements of revenues and expenditures for those fiscal years:

<u>Estimated Revenues</u>	Year Ended June 30, 2010	Year Ended June 30, 2009
State aid	\$12,100,000	\$10,593,585
Federal revenue	\$20,000,000	\$19,090,830
Other sources	\$3,000	\$10,000

<u>Budgeted Expenditures</u>	Year Ended June 30, 2010	Year Ended June 30, 2009
General Fund	\$16,337,304	\$18,071,385
Unrestricted Capital Outlay Fund	\$4,252,377	\$5,155,505
Soft Capital Allocation Fund	\$477,967	\$605,270
Federal Projects Funds	\$5,237,685	\$4,857,288
State Projects Funds	\$134,514	\$114,133
Debt Service Funds	\$676,975	\$1,032,069
Other Governmental Funds	\$3,000	\$3,000
Proprietary Funds	\$179,000	\$179,000
Classroom Site Funds	\$678,152	\$1,304,505
Food Service	\$911,403	\$861,750

 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District, #15 EXHIBIT 1 – GENERAL INFORMATION		PO Box 67 Tuba City, AZ 86045 928-283-1011
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The District has approximately 356 employees with estimated payroll expenditures of \$1,071,287 and \$1,304,505 for the years ended June 30, 2010, and June 30, 2009, respectively.

8. PURCHASING

The USFR Compliance Questionnaire requires that the auditor test a specific number of transactions based on the District’s average daily membership (ADM). The District’s ADM for the 09/10 fiscal year is 1,738 (100th day); thus the sample size shall be 10 bids or proposals, 10 written quotes and 10 verbal quotes. The awarded firm will also be required to review all Emergency and Sole Source Procurements.

9. UNIFORM SYSTEM OF FINANCIAL RECORDS (USFR)


A.R.S. §15-271 requires the Auditor General in conjunction with the Arizona Department of Education (ADE) to prescribe a uniform system of financial records for use by school districts. This system has been established in the *Uniform System of Financial Records* accounting manual.

The USFR includes a Chart of Accounts that provides for the establishment of a complete accounting system including the recording of assets, liabilities, fund equity, revenues, and expenditures. The Chart ensures compliance with U.S. GAAP, and meets the requirements of the U.S. Department of Education’s account classifications and A.R.S. The account codes and titles listed in the chart must be used by the District.

The USFR also provides comprehensive accounting procedures for accounting records, cash, supplies inventory, capital assets, revenues, expenditures, payroll, travel, and state and federal financial assistance.

10. PRIOR-YEAR INFORMATION

Annual budgets, annual financial reports, and financial statements for the 2008/2009 year(s) ended June 30, 2009, will be sent to interested audit firms upon request, or may be examined at the District office.

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1. SERVICES REQUIRED

The selected audit firm will be required to perform an annual audit for the 5 years ending June 30, 2011, 2012, 2013, 2014, and 2015 in accordance with generally accepted auditing standards and GAS. In addition, the audit firm must complete a USFR Compliance Questionnaire, which will be used to help determine the District's compliance with the USFR. These requirements are summarized below:

A. Procedures to Be Performed

1. Audit the financial statements in accordance with generally accepted auditing standards and GAS.
2. Obtain an understanding of the possible effects of laws and regulations on the financial statements.
3. Consider the factors influencing audit risk and obtain an understanding of the District's internal control structure.
4. Test the District's compliance with the requirements applicable to federal award programs.
5. Document results of tests in audit documentation in accordance with GAS paragraphs 4.19 through 4.24.
6. Obtain written representations from District management.
7. Ascertain whether the District established policies and performed procedures listed on the USFR Compliance Questionnaire.

B. Reports to Be Issued


The audit firm must issue the reports required by GAS.

C. USFR Compliance Review Requirements

Districts must comply with the USFR. To help determine whether districts are in compliance, the Auditor General has developed the USFR Compliance Questionnaire, which consists of a series of questions to be completed by the District's audit firm regarding requirements set forth in the USFR and A.R.S. Assertions on the USFR Compliance Questionnaire made by the audit firm must be adequately supported in the audit documentation (e.g., by inspection, inquiry, observation, or examination). The audit firm may acquire a copy of the USFR Compliance Questionnaire from Auditor Generals Website at http://www.auditorgen.state.az.us/manuals_schooldistrict.htm.

The selected audit firm must complete and submit the USFR Compliance Questionnaire and management letter to the Auditor General. The Auditor General will then inform any district that fails to comply at a satisfactory level with the requirements of the USFR of the District's deficiencies, giving the District 90 days in which to correct the cited deficiencies.

The USFR Compliance Questionnaire should be presented separately from other reports.

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D. Other Services to meet future audit requirements

Any other services as they relate to the audit that the District may need from the selected auditor during the term of this contract will be billed at an hourly rate as specified in the Proposal Cost Form.

2. REPORT REVIEW, TIMING AND NUMBER OF COPIES

Following the completion of draft reports, the audit firm must submit 8 copies of the reports and the audited financial statements to the audit liaison, for review.

Upon completion of the final reports, the firm must provide 8 copies hard copy and 1 electronic copy in PDF format of the audit reporting package, USFR Compliance Questionnaire, and management letter to the District.

One copy of the audit reporting package, USFR Compliance Questionnaire, and management letter must be sent to the Office of the Auditor General either by e-mail at:

asd@azauditor.gov

or by US mail or hand delivery at:

State of Arizona
 Office of the Auditor General
 2910 North 44th Street, Suite 410
 Phoenix, AZ 85018


One copy of the reporting package, USFR Compliance Questionnaire, and management letter must be submitted to ADE's Audit Resolution Unit.

One copy of the audit reporting package and data collection form to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at the following Web address: <http://harvester.census.gov/fac/collect/ddeindex.html>

In addition to the copies provided above, the audit firm must also provide one copy of the audit reporting package to other pass-through entities when the schedule of findings and questioned costs discloses audit findings related to federal awards that the pass-through entities provided or the summary schedule of prior audit findings reports on the status of prior findings related to federal awards that the pass-through entities provided.

The audit firm will make no other distribution unless approved by the District.

A.R.S. §§15-914(E) and 41-1279.21(A)(4) require the Auditor General to ensure that completed audits are conducted in accordance with generally accepted auditing standards, GAS, *OMB Circular No. A-133*, and the minimum audit and reporting standards prescribed by the Auditor General. An audit will not be accepted as meeting the requirements of this section until it has been approved by the Auditor General.

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3. EXIT CONFERENCE REQUIREMENTS

The audit firm must be available to participate in one or more exit conferences with members of the District and possibly the District’s Governing Board. Exit conferences must be coordinated through the audit liaison. The purposes of the exit conference(s) are to discuss the draft audit reports with the District, identify any errors, and obtain comments on report findings and recommendations.

4. AUDIT DOCUMENTATION

The audit firm shall retain the audit documentation in its entirety for a period of 5 years after the date of issuance of the audit reports. The audit documentation shall be subject at all reasonable times to review upon request by the Auditor General or her designee, ADE, *the United States Government Accountability Office*, other appropriate governmental agencies, or produced at the Office of the Auditor General, if so requested.

5. ASSISTANCE AVAILABLE TO AUDIT FIRMS

The successful Audit Firm shall be provided the following documentation and/or assistance as specified below:

A. Previous Audit Reports and Audit Documentation


The most recent audit of the District was performed for the 2008-2009 year which ended June 30, 2009. Reports from the audit firm of Larson Allen, contained an unqualified opinion.

B. District Assistance

District officials and staff will be available to assist the audit firm by providing information, documentation, and explanations as required. The Internal Auditor will be the audit liaison between the District and the audit firm.

C. Grantor Assistance

Questions or requests for assistance concerning federal grants should be directed to ADE’s Grants Management Unit or the applicable ADE federal program area.


 Tuba City Unified School District No. 15	Tuba City Unified School District, #15 Sample Contract		PO Box 67 Tuba City, AZ 86045 928-283-1011
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Sample Contract

Click on Icon below for a copy of the sample contract that the District would like to use.



Sample Contrac
TCUSD.docx

 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District, #15 Proposal Cost Form		PO Box 67 Tuba City, AZ 86045 928-283-1011
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Proposal Cost Form

Audit Services, as specified within solicitation, shall be provided as a Total “not to exceed” cost. Total cost, including expenses, will not exceed:

	Regular Audit	GASB	CAFR
Audit Year 10-11	\$ _____	\$ _____	\$ _____
Audit Year 11-12	\$ _____	\$ _____	\$ _____
Audit Year 12-13	\$ _____	\$ _____	\$ _____
Audit Year 13-14	\$ _____	\$ _____	\$ _____
Audit Year 14-15	\$ _____	\$ _____	\$ _____

Hourly rates for additional services:

Principal	\$ _____
Manager	\$ _____
Senior	\$ _____
Staff	\$ _____

 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District, #15 Reference Form		PO Box 67 Tuba City, AZ 86045 928-283-1011
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INSTRUCTIONS: Enter the requested information for clients for whom you currently have an ANNUAL FINANCIAL AUDIT SERVICES contract that are similar to the TCUSD. References are preferred from School District Clients in Coconino County area and surrounding communities.

Complete one form for each client up to five school district clients

District will be requesting information from these references and others that may not have been provided by your firm, asking the following information as well as any follow up questions as a result of their answers:

- Start-up issues
- Size of School District
- Initial and ongoing Offeror responsiveness
- District and individual site participant satisfaction
- Were visits scheduled well in advance?
- Was the firm good about keeping everyone on target?
- Was the audit complete, on-time, and filed prior to March 15th?
- Were phone calls, emails, and other forms of communication returned quickly and to your satisfaction?
- Duration of contract
- Treatment of District property and facilities?
- Responsiveness in dealing with substantiation issues
- Satisfaction with renewal process
- History of costs increase? Were they reasonable and fair?
- Ability to meet deadlines
- Did the primary provider assigned to your District remain the entire term of the contract?


Name of District _____

Contact Person: _____

Phone: _____

Title of Person: _____

Email Address: _____

 <small>Tuba City Unified School District No. 15</small>	Tuba City Unified School District, #15 Offer and Acceptance Form		PO Box 67 Tuba City, AZ 86045 928-283-1011
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The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

Email: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §§ 41-4401 and A.R.S., §§ 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 35-391, the offeror does not have scrutinized business operations in Sudan.
7. In accordance with A.R.S. § 35-393, the offeror does not have scrutinized business operations in Iran.
8. 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. _____.

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

Awarded this _____ day of _____ 20_____

 AUTHORIZED SIGNATURE

	Tuba City Unified School District, #15 Deviations and/or Exceptions Form		PO Box 67 Tuba City, AZ 86045 928-283-1011
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If the Offeror has deemed any portion of their offer to be Confidential or Proprietary, they must specifically identify the section and page number(s) of the confidential/proprietary information below as well as include a statement advising the School District/Public Entity of why the information shall not be disclosed. Please note that the District will not consider pricing as confidential or proprietary. The School District shall review the statement and determine whether the information will be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

The undersigned hereby acknowledges that there is no confidential or proprietary information contained within the offer.

Firm

Authorized Signature

Tuba City Unified School District, #15 Deviations and/or Exceptions Form		PO Box 67 Tuba City, AZ 86045 928-283-1011
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List any deviation or exception for any item listed under this solicitation. The item number must be listed and the page of the solicitation it is found on. Any deviation/exception or inability of the provider to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates full compliance with the solicitation. Unacceptable deviations/exceptions shall remove your offer from consideration for award. The District shall be the sole judge on the acceptance of exceptions and the District's decision shall be final.

The undersigned hereby acknowledges that there are *no deviations/exceptions* to this solicitation except as specified above.

Firm

Authorized Signature

Tuba City Unified School District, #15		PO Box 67 Tuba City, AZ 86045 928-283-1011
Addendum Acknowledgement Form		
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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 _____

Name of Company

Date Signed

Authorized Signature

Telephone/Fax Number

Type Name and Position Held with Company

Mailing Address

City

State

Zip

Tuba City Unified School District, #15		PO Box 67 Tuba City, AZ 86045 928-283-1011
Non-Collusion Affidavit		
RFP: 11-02-15 Project: RFP for Auditing Services	Page 37 of 38	

State of _____)
 County of _____) ss.

_____, affiant,
 (Name)

the _____
 (Title)

 (Contractor/Bidder)

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

 (Title)

Subscribed and sworn to before me
 this _____ day of _____, 20 _____

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

Tuba City Unified School District, #15		PO Box 67 Tuba City, AZ 86045 928-283-1011
Request for W-9		
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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.

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

Social security number : : :
OR
Employer identification number : : :

Part II Certification

Under penalties of perjury, I certify that:

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

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,