

Willcox Unified School District #13 REQUEST FOR PROPOSAL

Material and/or Service: **HVAC Service and Parts
Solicitation #1617-02**

Due Date: **March 1, 2017** **Time: 1:00 p.m. Local Time**

Opening Location: Willcox Unified School District #13
District Office
480 N. Bisbee Ave
Willcox, AZ 85643

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 Willcox 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.

One original hardcopy, five copies of the original offer and one electronic copy in the form of a Jump-Drive 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: Kevin Davis, Superintendent	Contact: Patricia Gallagher, Procurement Officer
Phone: (520) 384-8600	Fax: (520) 384-4401
E-mail: kevin.davis@wusd13.org	Date Issued: January 11, 2017

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	“NO BID” RESPONSE FORM HVAC Service and Parts RFP #1617-02	Willcox Unified School District #13 District Office 480 N. Bisbee Ave Willcox, AZ 85643
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**Material, Parts and/or Service: HVAC Service & Parts
RFP #1617-02**

Offerors not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above, fax to (520) 384-4401 or email to patti.gallagher@wusd13.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

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

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

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

2. Inquiries

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

- 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, email, 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.
- 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. Unless otherwise stated in the Solicitation, each Solicitation Amendment 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 to follow the instructions for acknowledgement of the Solicitation Amendment 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 to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 1. 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. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- 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 dates that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all offers or portions thereof; or
 - 3. Cancel a solicitation.

6. **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. Contract Inception. An Offer does not constitute a Contract.
- B. 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, Patricia Gallagher, Purchasing Administrator. 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
- E. The form of relief requested.

UNIFORM GENERAL TERMS AND CONDITIONS

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 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 (RFQ).
- L. **“Solicitation Amendment”** 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. 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.
- 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 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 Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available

for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

- E. 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
 - 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 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 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 procuring 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 AACR7-2-1155 through R7-2-1181 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. **Fingerprint Checks**

In accordance with ARS 15-5 (2) (4) 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 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.

14. **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 provisions applies to work performed by subcontractors at all tiers.

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

1. PURPOSE

The Willcox Unified School District consists of 1 elementary school, 1 middle school, 1 high school, serving approximately 1,100 students. The District operates on a July 1 to June 30 fiscal year. The District is seeking to enter into a contract with qualified vendors that has a proven record of success in providing HVAC Service, Parts and Repair to school districts and other public agencies.

2. CONTRACT AWARD: It is anticipated that a contract under this RFP will be awarded to a single Offeror.

3. MULTIPLE AWARDS

The Willcox 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.

4. TYPE & TERM OF CONTRACT

It is the intent of the District to award a multi-term contract, beginning March 8, 2017 and continuing until March 8, 2018. 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.

5. 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.

6. 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.

Offers will be evaluated and scored by the specified evaluation criteria. The following represents the criteria that will be considered during the evaluation process.

Evaluation Criteria (Possible 1400 Total Points)

(300 Points)

Tab 1 - Firm Information, 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, and range of activities performed by firm\
- b) Firm is responsible for sending a Performance Evaluation survey to each reference/client. The Performance Survey is to be completed by past/or present School District clients. They will then fax them to The Willcox Unified School District Purchase Department at 520-384-4401 or emailed to patti.gallagher@wusd13.org. To do this, fill out the top portion (Date, To, Phone Fax and Firms Name) of the Performance Survey. Fax, email or mail the form to clients for which you have provided similar services previously. Each reference/clients must be different (cannot have multiple people evaluate from the same firm). The District is requesting that a minimum of five references be sent the Performance Evaluation Form. Responses must be received prior to the specified due date and time.
- c) Firm shall supply specific information on the extent of your experiences in providing the specified services. If you have worked with a school District in the past please state where, when, and services provided.
- d) Firm shall provide a statement of why your firm should be selected. What differences your firm's programs/services from other firms programs/services?
- e) Describe the firm's experience with regard to the number, size, and relevance of projects similar to the size and scope of work of this solicitation.

Tab 2 – Customer Service and Personnel

(300 Points)

- a) Provide the names qualifications, duties and resumes of key individuals who will be assigned to the District. It shall be understood that it is the intent of the District to insist that those key individuals indicated as the service team in the solicitation response actually executes the service.
- b) Submit the Firm’s Training program at each level.
- c) Documentation of key employees and their experience, training, along with any certifications and licenses.
- d) Provide an explanation of the Firm’s customer service and commitment to perform the required services

Tab 3 – Insurance Documents

(300 Points)

- a) Provide documentation of Workman’s Compensation rating
- b) Provide proof of insurance

Tab 4 – Proposal Price Sheet

(300 Points)

- a) Complete the fee schedule for specified services, as well as value added services your firm will offer the District at no additional charge on price sheet provided.
- b) A detailed review of all services to be provided to the District. This shall be in sufficient detail so the District will be able to fully understand the services to be received.
- c) Include any additional fees that may be charged to the District, such as reimbursable items, etc.

Tab 5 – Required Forms

(200 Points)

- a) Completed Offer and Acceptance Form
- b) Completed Confidential or Proprietary Form
- c) Completed Deviations/Exceptions Form
- d) Completed Non Collusion Form
- e) Completed Amendment Acknowledgement Form
- f) Completed W9 Form
- g) Copy of Certificates/Licenses
- h) If the Company requires the District to sign a separate contract in the event of an award, then a copy of the contract must be included.

PROPOSAL FORMAT

- a. Firm shall submit one original hardcopy, five copies of the original offer and one electronic copy in the form of a Jump-Drive. The electronic offer may be submitted as a PDF or in Microsoft Word format.
- 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 and the Jump-Drive copy of the 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 for both hard and Jump Drive copy 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.

Tab 1 – Firm Information, Related Work Experience, References

Tab 2 – Customer Service and Personnel

Tab 3 – Insurance Documents

Tab 4 – Fee Schedule

Tab 5 Required Forms

7. **CALENDAR OF EVENTS**

- a Sealed proposals will be received until 1:00 p.m. local time, on March 1, 2017.
- b The District anticipates that Offers will be evaluated March 1, 2017. Please have staff available at that time to respond to questions by telephone. You may be contacted for either presentations or for an interview.
- c The District anticipates that the recommendation for award will be approved at the March 7, 2017, Governing Board Meeting.
- d Contract for award services will begin March 8, 2017.

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 solicitation. After initial contract term and prior to any contract renewal, changes in the scope, and fee schedule may be negotiated if it is mutually agreed that such changes are desirable and necessary.

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. .

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.

WUSD RFP #1617-02 HVAC Service and Parts

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 Willcox Unified School District #13 as an additional insured party. Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

14. PRICE REDUCTIONS

Price reductions may be offered by submitting a request in writing to the District for consideration at any time during the contract period. The District at its own discretion may accept a price reduction; however price increases will not be considered.

15. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the rights to obtain like goods and services from other sources.

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

17. INQUIRIES

All questions related to this Solicitation shall be in writing, directed to Patricia Gallagher, fax to (520) 384-4401 or email to patti.gallagher@wusd13.org. Offerors shall not contact or ask questions 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.

Scope of Services

The Willcox Unified School District #13 is seeking qualified and certified firm(s) to provide service, parts and labor on their chillers. Services to be provided by factory trained and certified technicians.

A. Services:

Parts and Materials: Contractor to provide parts and materials to complete tasks.

Repair Labor, Refrigerant, Parts and Materials: Contractor will provide all repair labor, refrigerant, parts, and materials to repairs as authorized by the District.

Emergency Service: Emergency service and repairs to be available on a 24-hour-per-day basis and will be invoiced to this service contract at the prevailing straight time or overtime contract rate.

Written Reports: Contractor will provide written reports to Mr. Tom Currin, Director of Maintenance/Facilities/Security following each regular or emergency call.

Additional HVAC services may be required and other services outside the scope of work. Contractor shall provide a quote for these services at the time service is requested, based on offered pricing.

The following schools and equipment will be serviced under the scope of this Service Agreement:

School Site	Make, Model and Serial Number of Chillers at this Location:
ELEMENTARY SCHOOL	
Willcox Elementary School 501 W. Delos St. Willcox, AZ 85643	
School Site	Make, Model and Serial Number of Chillers at this Location:
MIDDLE SCHOOL	
Willcox Middle School 360 N. Bisbee Ave. Willcox, AZ 85643	
School Site	Make, Model and Serial Number of Chillers at this Location:
HIGH SCHOOLS:	
High School 240 N. Bisbee Ave. Willcox, AZ 85643	

C. Additional Schools to be Added to Contract:

Offerors to provide service costs for units (still under warranty) added as new schools are opened during the term of this contract.

DETAILED INSTRUCTION I/We, the undersigned, proposes to inspect and repair the equipment listed herein according to the terms of this solicitation and as described in the specifications/scope of work. *(Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)*

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

Include a discount schedule for parts _____ %

Provide an hourly rate schedule for Labor _____ per hour
(attach a separate schedule if necessary)

Additional Services - Fees for:

Emergency \$ _____

Weekend \$ _____

Out of scope service calls \$ _____

Trip Charge \$ _____

Name of Company Proposing

Authorized Signature/Local Representative

Type Name and Position Held with Company

Date Signed

Telephone/Fax Number

Mailing Address

E-mail Address

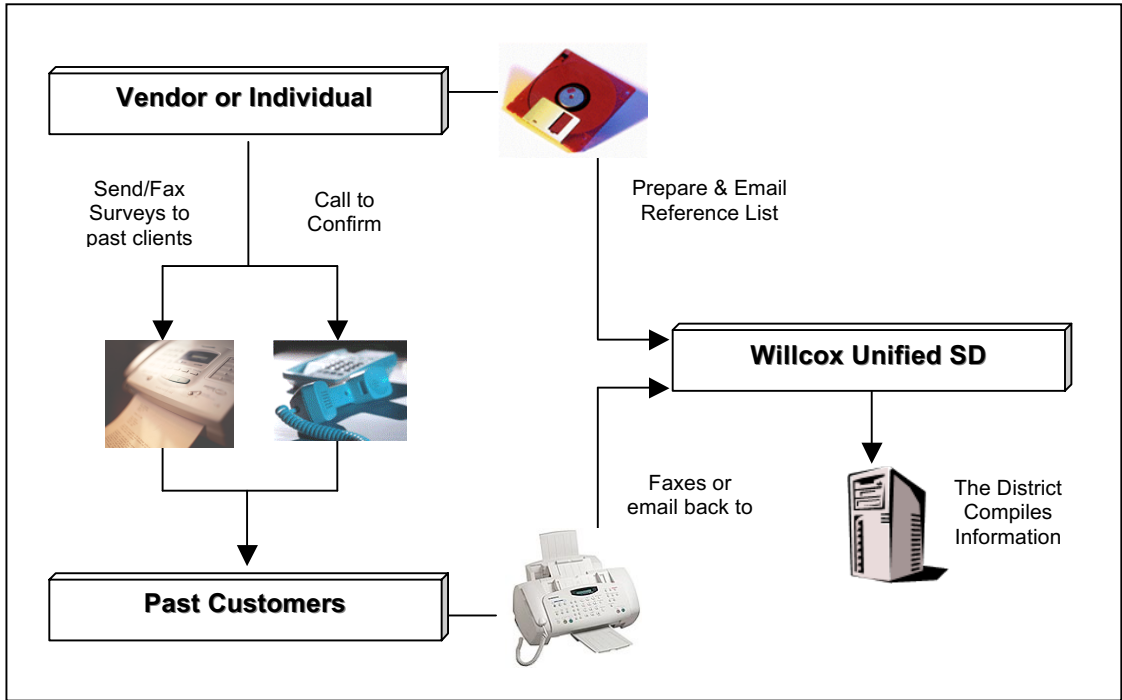
City

State

Zip

HOW TO PREPARE A REFERENCE LIST AND HOW TO PREPARE AND SEND PERFORMANCE EVALUATION SURVEYS

The objective of this process is to identify the past performance of a firm and key personnel assigned to perform the specified services. This is accomplished by sending survey forms to past and/or present clients. The clients will return the forms directly to the District, and the ratings will be averaged together to obtain a firm’s past performance rating. The figure below illustrates the survey process. The survey form is included with this solicitation.



SAMPLE REFERENCE LIST

Below is the format you will follow for submitting your reference list. We have included an example of the information that should be included. You will enter past and/or present clients that you have provided similar services for that you have sent the Performance Survey form to. **Include Reference List with Offer.**

Survey ID #	First Name	Last Name	Phone	Fax	User Name	Project Name	Date Completed	Cost of Project
101	Joe	Smith	602.555.5555	602.555.5556	City of Surprise	Surprise Fire Systems	5/18/2005	\$50,000
102								
103								
104								
105								

ATTACHMENT 1 - PERFORMANCE EVALUATION SURVEY

Top portion is to be completed by the Offeror. Bottom portion is to be completed by the reference clients.

Subject: RFP# 1617-02 HVAC Maintenance

Client's Company Name	
Person Completing Survey	Survey ID #
Phone #	Fax #
Company being Surveyed	
Name of Primary Contact with Surveyed Company	

To Whom It May Concern:

Willcox Unified School District #13 has implemented a process that collects past information on vendors. The information will be used to assist the District in the evaluation of the above firm.

The Firm listed above has chosen to participate in this program. They have listed you as a past and/or present client that they have provided services for. Both the firm and Willcox Unified School District would greatly appreciate you taking a few minutes out of your busy day to complete the following questionnaire.

Please evaluate the Performance of the Firm (10 means- you are Always satisfied and have no question about hiring them again, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied and would never hire them again because of very poor performance). If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Quality of Services	(1-10)	
2	Start-up Process	(1-10)	
3	Responsiveness in Dealing with Substantiation Issues	(1-10)	
4	Ability to Meet Specified Deadlines	(1-10)	
5	Ability to Maintain Confidentiality	(1-10)	
6	Communication	(1-10)	
7	Ability to Follow Rules, Regulations, and Requirements	(1-10)	
8	Financial Process (invoicing, no unexpected fees)	(1-10)	
9	Overall Customer Satisfaction Based on Performance (comfort level in using vendor again)	(1-10)	

TOTAL POINTS _____

Thank you for your time and effort in assisting the vendor in this important endeavor. Please fax this questionnaire to **Willcox Unified School District** at (520) 384-4401 or email to patti.gallagher@wusd13.org by March 1, 2017, 1:00 PM.

Signature	Date
Printed Name	Title

ATTACHMENT 2 - OFFER AND ACCEPTANCE

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

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. § 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

ATTACHMENT 3 – CONFIDENTIAL OR PROPRIETARY INFORMATION FORM

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

ATTACHMENT 4 - DEVIATIONS / EXCEPTIONS FORM

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.

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

Firm

Authorized Signature

ATTACHMENT 5 – AMENDMENT ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all amendments that might be issued. Your signature indicates that you took the information provided in the amendments into consideration when providing your complete response.

Please sign and date:

AMENDMENT NO. 1 Acknowledgement

Signature

Date

AMENDMENT NO. 2 Acknowledgement

Signature

Date

AMENDMENT NO. 3 Acknowledgement

Signature

Date

Firm

Authorized Signature

ATTACHMENT 6 - NON-COLLUSION AFFIDAVIT

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 _____

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table> </td> </tr> <tr> <td colspan="6" style="text-align: center;">or</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table> </td> </tr> </table>	Social security number		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table>					-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table>					-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table>					or						Employer identification number		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table>					-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table>					-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table>				
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Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <input type="checkbox"/> Form 1099-INT (interest earned or paid) <input type="checkbox"/> Form 1099-DIV (dividends, including those from stocks or mutual funds) <input type="checkbox"/> Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) <input type="checkbox"/> Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) <input type="checkbox"/> Form 1099-S (proceeds from real estate transactions) <input type="checkbox"/> Form 1099-K (merchant card and third party network transactions)	<input type="checkbox"/> Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) <input type="checkbox"/> Form 1099-C (canceled debt) <input type="checkbox"/> Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2. By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
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