



Glendale Elementary School Dist. #40

REQUEST FOR PROPOSAL Chiller Plant and Water Tower Maintenance and Repair RFP: #21.01.25

Bid Due Date: February 28, 2020 **Time:** 11:00 am MST (Arizona Time)

Opening Location: Glendale Elementary School District #40
Purchasing Department
7015 W. Maryland Avenue, Bldg. C
Glendale, AZ 85303

Deadline for Questions: February 19, 2020 **Time:** 1:00 pm MST (Arizona Time)

All Contractors that anticipate submitting a proposal are encouraged, but not required, to attend this informational meeting and walk-through. This will be the only walk-through.

Pre-Proposal Meeting and Site Walk-through Information (Not Mandatory):

Date: February 12, 2020 **Time:** 8:00 am MST (Arizona Time)

Location: Glendale Elementary School District #40
Maintenance and Operations
7015 W. Maryland Avenue, Bldg. A
Glendale, AZ 85303

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, bids for the material or services specified will be received by the Glendale Elementary School District #40 at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the bidders pricing shall be publicly read and recorded. All other information contained in the Bid shall remain confidential until award is made. **If you need directions to our office, please call (623) 237-6282.**

Offerors shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Bids shall not be considered. The official time will be determined by the clock designated by the school district.

Offerors shall submit one (1) original and three (3) complete copies of Firm's Offer must be submitted in a **sealed** envelope/package with the RFP number and Offeror's name and address clearly indicated on the envelope/package (label provided page 53). All Bids must be written legibly in ink or typewritten. Additional instructions for preparing a Bid are provided herein.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL

Contact:	Jessica Leasure	Phone Number:	(623) 237-6282
Title:	Buyer/Contract Specialist	Fax Number:	(623) 237-6295
Email:	jleasure@gesd40.org	Date:	February 4, 2020

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DOCUMENTS REFERENCED

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

Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: http://apps.azsos.gov/public_services/Title_07/7-02.pdf

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

Federal: Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml>

Uniform Instruction to Bidders

Definition of Terms

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires a Bidder to submit as part of the Bid.
- B. **“Contract Amendment”** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
- C. **“District”** means Glendale Elementary School District No. 40.
- D. **“District Representative”** means Mike Barragan, Assistant Superintendent for Business and Auxiliary Services, or his designee.
- E. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- F. **“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.
- G. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- H. **“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.
- I. **“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.

1. Inquiries

- A. Duty to Examine. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid 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 Bidder 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 a Bid and not be opened until after the Bid due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Bid 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. A Bidder may not rely on verbal responses to inquiries.

Uniform Instruction to Bidders

- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Bid Conference. If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. Statements made during a pre-bid conference are not an amendment to the solicitation. 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.

2. Bid Preparation

- A. Forms. Unless otherwise instructed in the RFP Special Instructions, a Bid 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.
- B. Typed or Ink; Corrections. The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.
- D. Exceptions to Terms and Conditions. All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder 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 Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- E. Subcontracts. Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.
- F. Cost of Bid Preparation. The District will not reimburse any Bidder the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Bid.
- 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. Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Bid. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Bidders do not indicate taxes on a separate item in the Bid, the School District/Public Entity will conclude that the price(s) bid includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Bidder.

Uniform Instruction to Bidders

- K. Disclosure. If the Firm, business, or person submitting this Bid 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 Bidder must fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, 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. Scope of Work/Specifications;
 5. Attachments;
 6. Exhibits;
 7. Uniform Instructions to Bidders
- 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).

3. Submission of Bid

- A. Sealed Envelope or Package. Each Bid shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Bid and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of bids is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the RFP. Unless otherwise instructed, a facsimile or electronically submitted Bid shall be rejected.
- C. Bid Amendment or Withdrawal. A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdraw is received before the Bid due date and time at the location designated in the Invitation for Bid. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under R7-2-1028.
- D. Public Record. Under applicable law, all Bids submitted and opened are public records and must be retained by the School District/Public Entity. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by the School District/Public Entity, pursuant to R7-2-1006. If an Bidder believes that information in its Bid contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Bidder certifies that:
1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be

Uniform Instruction to Bidders

made to induce any person or firm to submit or not to submit, a Bid for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; 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; and
3. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible 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; and
4. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

5. Additional Bid Information

- 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 Bids, Modifications or Withdrawals. A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).
- D. Disqualification. A Bid from a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Bid Acceptance Period. A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).
- F. 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 within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Bids 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 item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.

Uniform Instruction to Bidders

- B. Contract Commencement. A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by the District/Public Entity authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Bid and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

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.

- A. Protest shall include:
 - 1. The name, addresses, and telephone number of the interested party
 - 2. The signature of the interested party or the interested party's representative;
 - 3. Identification of the purchasing agency and the Solicitation or Contract number;
 - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 5. The form of relief requested.
- B. The interested party shall supply promptly any other information requested by the district representative.
- C. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- D. In cases other than those covered in section C of the section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
- E. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

Uniform General Terms and Conditions

1. 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. 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.
- D. 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.
- E. 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.
- F. 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.

2. 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, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/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.

Uniform General Terms and Conditions

- 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.

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 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. 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 Bid 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.
- C. 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.

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

Uniform General Terms and Conditions

5. 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 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 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 the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

Uniform General Terms and Conditions

6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
1. 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 or merchant ability fitness.
- 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 Contract 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.

7. 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.

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.

8. 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 disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

Uniform General Terms and Conditions

- 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 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 re-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.

9. 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.

10. Integrity of Bid

By signing this bid, the Bidder affirms that the Bidder has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District/Public Entity in connection with the submitted Bid. Failure to sign the bid, or signing it with a false statement, shall void the submitted Bid or any resulting contract.

11. 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.

Uniform General Terms and Conditions

12. Contractor's Employment Eligibility

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

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws. Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

13. 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.

14. Fingerprint Clearance Cards

Construction Superintendent for this project shall be required to obtain and submit a copy of a State of Arizona Department of Public Safety Level One Fingerprint Clearance Card prior to the start of the project.

It has been determined that successful contractor will complete the work while no students will be on campus, and therefore, Contractor and Sub-Contractor personnel will not have direct, unsupervised contact with students. If the project is not completed by substantial completion date the contractor shall be required to provide fingerprint clearance cards in accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

15. Clarifications

Clarification means communication with Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bid. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District or as initiated by Bidder. Clarification does not give Bidder an opportunity to revise or modify its Bid, except to the extent that correction of apparent clerical mistakes results in a revision.

16. Confidential/Proprietary Information

Confidential information request: If Bidder believes that its Bid contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District/Public Entity of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Bidder in writing of such determination.

Contract Terms and Conditions, Pricing and information generally available to the Public are not considered confidential information under this section.

17. Maintenance, Repair, Replacement, or Alteration (MRR) Project

Construction project that involves Maintenance, Repair, Replacement, or some Alteration.

Special Instructions, Terms and Conditions

1. District Representative

In accordance with A.A.C. R7-2-1024(B.1.j), and the “Uniform Instructions to Bidders”, the District Representative is **Mike Barragan, Assistant Superintendent for Business and Auxiliary Services**.

2. Purpose

The purpose of this Proposal is to contract for Chiller Plant and Water Tower Maintenance and Repairs, Water Treatment Services, and Related Components and Equipment.

3. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase. Any contract awarded under this solicitation will be conditioned upon the availability of funds.

4. Insurance

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

Successful Offeror shall be required to submit proof of and maintain the following insurance requirements:

General Liability	
General Aggregate	\$5,000,000
Personal & Advertising Injury	\$1,000,000
Products-Comp Op Aggregate	\$5,000,000
Each Occurrence	\$1,000,000
Automobile Liability	\$1,000,000
Worker’s Compensation	As Required by State Law

Successful Offeror’s insurance policy shall name Glendale Elementary School District #40 as an additional insured party.

Successful Bidder shall be required to submit proof of and maintain Worker’s Compensation and Employer’s Liability Insurance as required by law.

5. Affordable Care Act

Bidder understands and agrees that is shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). Bidder shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

6. Licenses

Successful Bidder shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Bidder. Successful Bidder will provide copies of these documents upon request of the District.

Special Instructions, Terms and Conditions

7. Safety

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

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

8. Fingerprint Requirements

In accordance with A.R.S. 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with A.R.S. subsection 41-4401, A.R.S. subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the District suspects or finds 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: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

9. Terms of Award

Per A.A.C. R7-2-1042(A.3.b), it is the intent of the District to award a multi-term contract, beginning July 1, 2020, and continuing until June 30, 2021. 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. However, no contract exists unless and until a purchase order is issued each fiscal year.

The estimated requirements cover the period of the contract and are reasonable and continuing. The use of the subsequent multi-term contract will serve the best interests of the school district by encouraging effective competition or otherwise promoting economies of scale in school district procurement.

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor may only be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the materials or services delivered under the contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

10. Contract Award

A contract under this solicitation will be awarded to multiple bidders.

Special Instructions, Terms and Conditions

11. Award Basis

In accordance with A.A.C. R7-2-1050, the successful Offeror, will be determined by evaluation criteria including but not limited to pricing, or other incentives offered. Awards will not be made based on price alone.

In accordance with A.A.C. R7-2-1042(A.1.v) the District shall not consider partial offers for award of a contract under this RFP.

12. Evaluation

Representatives of the District will evaluate proposals and score or rank them from the most likely to the one least likely to meet the requirements as outlined in the RFP. Per A.A.C. R7-2-1042(A)(1)(q), if several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

Per A.A.C. R7-2-1042(A)(1)(h) Evaluation Criteria are listed below in their relative order of importance. Specific weighing may be used, but will not be required.

- A. **Responsiveness** of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP. District's assessment of the Offeror's abilities to meet and satisfy the needs of the District.
- B. **Qualifications of the Offeror**, financial and otherwise, to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence. Consideration of qualifications will include additional best value services, ability to address environmental needs or expertise offered that exceed the requirements, or the Offeror's inability to meet some of the requirements of the specifications/scope of work. Provide documentation of professional memberships, certifications, and licenses.
- C. **Cost**. While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
- D. **Past Performance**. Information obtained by the District from Performance Evaluation Surveys obtained from Offeror's references or other clients. A score of (0) zero will be given if no surveys are received from Offeror's clients.

During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels. Committee members will read, review and evaluate the proposals based on the Evaluation Criteria. A point formula system will be used to evaluate the offers. The District may call for interviews to clarify 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, Offerors 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.

All Proposals shall be open for public inspection after award of contract, except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data contained in the Proposal documents remain confidential in accordance with A.A.C. R7-2-1006, R7-2-1016, and R7-2-1042(A.1.u).

Special Instructions, Terms and Conditions

13. Evaluation Matrix

The total number of points for this Proposal is 100. The elements that will be evaluated and their relative weights are:

What is Being Evaluated	100
Tab 1 – Company Information and Qualifications	30
Tab 2 – Licensing and Training	30
Tab 3 – Cost	30
Tab 4 – Required Forms	10

14. Evaluation Schedule

The proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The proposals with the highest ranking or scores may be interviewed to determine the best interests of the District. The following schedule is tentative and subject to change without prior notice.

Activity Schedule	Dates
RFP Issuance	February 4, 2020
RFP Pre-Proposal Meeting and Walkthrough (Not Mandatory)	February 12, 2020 @ 8:00 am
Inquires due date & time (In writing)	February 19, 2020 @ 1:00 pm
RFP due date & time	February 28, 2020 @ 11:00 am
*RFP Evaluation	March 3 – 5, 2020
*Notification Interviews to Finalist (if needed)	March 6, 2020
*Interviews (if needed)	March 11-13, 2020
*Best and Finals due (if needed)	March 23, 2020
Anticipated Board Award	April 9, 2020

* These dates are estimates only, and are subject to change without prior notice.

15. Guarantees By the Successful Bidder

Bidder guarantees that material offered is standard, new, and as required by the specifications. Every item delivered must be guaranteed against faulty material and workmanship.

16. Inspection

All materials are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at Bidder's risk and may be returned to Bidder. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Bidder.

17. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1024(B.1.k), bidder shall acknowledge receipt of all amendments by either submitting a copy of the amendment with their bid response or by signing the amendment acknowledgement form included in this RFP.

18. Bidder Required Contract/Agreement

If your firm will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Bid. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria.

Special Instructions, Terms and Conditions

19. Delivery of Services

Services must be received within time agreed to by the District and the Offeror. The District shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications and instructions for each of the campuses.

20. Authority

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

21. Integrity of Bid

By signing this Bid, the Bidder affirms that the Bidder has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District, or per A.A.C. R7-2-1024(B.1.q) bidder has not engaged in collusion or anti-competitive practices in connection with the submitted Bid. Failure to sign the Bid, or signing it with a false statement, shall void the submitted Bid or any resulting contract.

22. 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 by the Glendale Elementary School District will refer to the RFP number of this solicitation.

23. Price Clause

Prices shall be firm for the term of the contract. Prices as stated must be complete for all materials or services offered and shall include all associated costs.

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

24. Fuel Surcharges

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Bidder and response by the District's Purchasing Division.

25. Brand Name or Equal

Per A.A.C. R7-2-1042(A.2.b) any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Offerors but are intended to approximate the quality design or performance which is desired. Any Offer which proposes like quality, design or performance will be considered. If the description of your Offer differs in any way, you must give complete detailed description of your Offer including pictures and literature where applicable.

Special Instructions, Terms and Conditions

26. Descriptive Literature

All Offers should include complete manufacturer's descriptive literature regarding the supplies they propose to furnish. Literature should be sufficient in detail in order to allow full and fair evaluation of the Offer submitted. Failure to include this information may result in the Offer being rejected.

27. Deviations to Bid

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the Bid form on the Bidder's letterhead. Exceptions must be signed by authorized representative of the company. Such appendages shall be considered part of the Bidders Formal Bid. For the absence of any statements of deviation or exception, the Bid shall be accepted as in strict compliance with all terms and conditions.

28. Procurement Methods

Services obtained under this Invitation for Bid may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. Pricing must remain the same no matter what purchasing method the District uses.

29. Maintenance, Repair, Replacement, or Alteration (MRR) Project

Contractor is required to pay all state and local taxes when purchasing material that will be incorporated into an MRR project base bid.

SCOPE OF WORK

About the District

Glendale Elementary School District No. 40 is located in Glendale, Arizona, and consists of three K-3rd Grade Schools, three 4-8th Grade Schools, eleven K-8th Grade Schools, one alternative program, one District Office, and one Support Services Center. The District serves approximately 12,000 students.

The District currently has 7 sites that require ongoing service;

- (2) Chiller Central Plants: Landmark and Challenger
- (5) Evaporative Tower Plants for Water Source Heat Pump Systems: Imes, Smith, Sine, Jack and Mensendick

The District is requesting proposals from qualified contractors who are dedicated to maintaining central plant equipment to operate at peak efficiency, our on-going effort to reduce water use in cooling processes, and maintaining peak system performance of the equipment and water treatment systems.

The Contractor shall provide all necessary staff, supplies, chemicals, and equipment to perform all actions required to ensure the equipment operates at peak efficiency and optimal energy/water efficiency:

- Maintenance/Repair: predictive, preventive, scheduled and unscheduled maintenance of the central plant equipment, including, but not limited to; chillers, towers, fans, all pumps, VFDs, all piping, all valves, all actuators, all gauges and all water treatment equipment.

Part 1- Chilled Water Central Plant or Evaporative Tower Systems, Components, and Equipment

The systems/equipment maintenance contractor is required to perform the maintenance, inspection, and testing of the equipment referenced within this maintenance agreement as per the manufacturers' specifications and recommendations, at a minimum.

Requirements

1. Set up and conduct full-service inspection/maintenance program consisting of two (2) monthly operational inspections, in accordance with manufacturers' guidelines and recommendations to ensure the equipment consistently performs at peak efficiency.
2. Provide full-coverage maintenance and repair.
3. Conduct annual tube analysis (eddy current) during the off season (winter), to include both evaporator and condenser.
4. Conduct condenser tube cleaning a minimum of one (1) time per year (winter), more frequently as required to maintain efficiency. Contractor will be required to remove/replace heads and gaskets. Contractor will be responsible for all costs associated with condenser tube cleaning to ensure compliance with manufacturers' specifications.
5. Conduct biannual infrared (thermography) testing on applicable devices related to the equipment covered under this maintenance agreement (starters, control panels, etc.).
6. Provide reports of all tests/inspection to the Maintenance and Operations Director by email.
7. Properly dispose of all oils, lubricants and refrigerants, generated under this maintenance agreement.
8. Maintain accurate E.P.A. and D.O.T required documentation for all refrigerant/oil transfers. Provide copies to the Maintenance and Operations Director.
9. Repair/replace all wiring, conduit, electrical safeties, components, etc., with prior approval of the Maintenance and Operations Director.
10. Recommend/inform Maintenance and Operations Director of any/all equipment approaching end of life cycle to be included in the capital equipment replacement plan.
11. Review operating procedures as needed to ensure efficient operations and maintenance.
12. Clean equipment and surrounding area upon the completion of work.

13. All maintenance activities should be scheduled to avoid the utility peak-rate periods to reduce impact of that work to the District's utility bills.
14. All replacements of parts will require prior approval from Maintenance and Operations Director.

Experience and Qualifications

1. Contractor shall provide proof of local experience in the business of providing maintenance, repair, and installation of commercial chiller and HVAC equipment. The District prefers a minimum of five (5) years local experience.
2. Contractor shall have a branch office/operating facility located within the Phoenix Metropolitan area capable of providing necessary support to the technical personnel that will be assigned to this contract.
3. Contractor shall provide certificates of the successful completion of factory authorized training for Smardt Chillers or proof (professional reference/contact) of 5 years' experience working on the Smardt Chiller and associated controls for all technician(s) assigned to maintain the Smardt chillers.
4. The District prefers a minimum of five (5) years of technical experience in maintaining all other HVAC equipment covered under this agreement for all staff assigned to maintain District equipment.

Part 2- Water Treatment

The HVACR Systems, Components and Equipment maintenance provider will also be responsible for providing full service industrial water treatment services with an emphasis on reducing the amount of water being used in our cooling processes and the reduction/elimination of hazardous chemicals used and stored on-site. This service may be **self-performed or sub-contracted** to a qualified Industrial Water Treatment Service Provider.

All evaporative cooler biocides shall be Environmental Protection Agency (EPA) approved for specific use in evaporative coolers.

Requirements

1. Provide administration, supervision, labor, technology, analytical services, reporting, testing, testing supplies/materials, all chemicals/products/salt, training and services necessary to perform and maintain the water treatment of all open and closed loop HVAC systems within the District. (This includes the introduction of additional chemicals required due to depletion resulting from any maintenance work being conducted by the contractor.)
2. Heat transfer/efficiency protection.
3. Pathogen control program and documented contingency response procedures for Legionella decontamination.
4. Prevent fouling of the systems due to scale formation, limit corrosion, biological growth, slime and other general fouling of all water surfaces, passages, storage tanks, basins, heat exchangers water sides, piping, pumps, valves and other associated equipment, unless alternate is approved by the Maintenance and Operations Director.
5. Water treatment program(s) shall utilize all existing controls/strategies including monitoring controls, chemical pumps, delivery systems, database, pumps, piping, etc., unless alternate is approved by the Maintenance and Operations Director.
6. Correction of deficiencies, including damage to equipment, caused by contractor, contractor's staff, subcontractors, water treatment program/equipment or events that contractor failed to mitigate, by any/all means necessary to return equipment/system to prior state (i.e. excessive corrosion, scaling/fouling of tube bundles, biological conditions exceeding control limits).
7. Closed loop filtration down to 5 microns.
8. Provide piping modifications/repairs required to maintain existing water treatment systems, cooling towers, evaporative coolers and chilled/hot water loops with Maintenance and Operations Director approval.
9. Obtain all required permits necessary to perform work under this contract.
10. Provide a minimum of semiannual cleaning of cooling towers.

11. Water treatment program shall continually propose and incorporate water conservation efforts in its processes.
12. Provide emergency service 24/7/365 with on-site presence within 6 hours of notification.
13. Cooling Tower Cleaning
 - a. May be scheduled 24/7/365 but must avoid utility peak-rate periods; coordinate with Maintenance & Operations Director.
 - b. Cooling tower hot/cold water basins, distribution pans, tower fill and sumps must be kept clean and free of debris at all times. No more than .50" of dirt and/or debris accumulation will be acceptable at any time.
 - c. Siphoning or filtering is an acceptable means for removing debris between semiannual cleanings.
14. Program Administration

Provide and maintain an Administration Notebook/Manual for each water treatment program. The notebook shall contain:

 - a. An outline of the chemical program to include treatment instructions
 - b. All-chemical control test procedures (testing manual)
 - c. Log sheets
 - d. Product bulletins
 - e. Material Safety Data Sheets
 - f. Feed and control equipment manual(s) and specifications
 - g. Service reports intended for use under this Contract
15. Chemical Requirements
 - a. All chemicals shall perform their function and maintain control within the limits outlined in the **System Conditions and Performance Limits** section below, without pH control. Additionally, the cooling tower chemicals shall include a corrosion inhibitor, sludge dispersant, and anti-foulant.
 - b. Molybdenum, even as a trace element in the application of water treatment under this contract, is not permitted.
 - c. All proposed biocides shall be registered with the State of Arizona chemists, be approved for their appropriate uses as specifically designated on the EPA approved manufacturer's label, and must also be approved for inter and intra-state use.
 - d. Closed system chemicals shall be non-chromate, protective film forming. Boron-Nitrate products are allowed.
 - e. All product containers used in the performance of this contract, when empty, shall be removed from the premises and disposed of properly within seven (7) calendar days.
16. Testing Requirements
 - a. Testing shall include, but is not limited to the following, as applicable to each system/location:
 1. Make up, blow-down and evaporation rates of each cooling tower system:
 - i. Total hardness, ppm as CaCO₃
 - ii. Calcium hardness, ppm as CaCO₃
 - iii. PII alkalinity, as ppm as CaCO₃
 - iv. Total alkalinity, as ppm as CaCO₃
 - v. Chlorides, as ppm NaCl
 - vi. Phosphate, as ppm total and ortho PO₄
 - vii. pH

- viii. Conductivity
 - ix. Biological activity i.e. Aerobic Adenosine Triphosphate (ATP), immediate on-site results are required.
 - 2. Field Calculations required during each service visit.
 - i. Based on the circulating condenser water chemistries, the pH and saturation for CaCO₃ and the Langelier Saturation Index (LSI) for each system must be calculated and included in the Service Report.
 - b. Testing shall include, but is not limited to the following, as applicable to each system/location:
 - 1. Chiller Water Loops
 - i. Conductivity
 - ii. pH
 - iii. Closed system inhibitor, in ppm active (Nitrite)
 - iv. Biological activity i.e. ATP byproducts, immediate on-site results required.
 - c. Quarterly testing shall include, but is not limited to the following, as applicable to each system/location.
 - 1. Legionella testing and documentation
 - d. All testing results shall be recorded on system log sheets.
18. System Conditions and Performance Limits
- a. Provide prescribed methodology and quality control limits, per your recommended process.
 - b. Not meeting the quality control limits for more than sixty (60) calendar days may result in the termination of this contract.
19. Efficiency Monitoring
- a. The water treatment program shall strive for heat transfer efficiency through clean heat transfer surfaces. To monitor this, the Contractor is required to perform on-site computer analysis of energy efficiency on a biweekly basis.
 - b. Perform efficiency analysis for overall chiller efficiency, condenser and evaporator efficiency.
20. Troubleshooting
- a. Contractor shall include laboratory services, by an independent laboratory approved by the Maintenance and Operations Director, to perform a wide array of analytical work to facilitate monitoring, control and troubleshooting of systems.
 - b. Laboratory services available shall include:
 - 1. Corrosion coupon analysis
 - 2. Water analysis
 - 3. Deposit analysis
 - 4. Microbiological analysis
 - 5. Metallurgical analysis
21. Reporting
- a. All required/requested reports are to be submitted electronically to the Maintenance and Operations Director and other associated personnel as directed.
 - b. Service Report - Electronically generated report due no later than 4 calendar days upon completion of the previous week. The report shall contain:
 - 1. All water testing results
 - 2. All system conditions

3. Any recommendations to maintain a properly functioning water treatment program.
- c. Quarterly corrosion study report is due no later than 21 calendar days at the end of the quarter.
- d. Quarterly ATP / biological report is due no later than 21 calendar days at the end of the quarter.
- e. Biweekly chiller efficiency report is due no later than 4 calendar days upon completion of the previous week.

22. Qualifications

- a. Contractor shall be engaged in the business of providing industrial water treatment services for a minimum of five (5) consecutive years within the last ten (10) years.
- b. Contractor shall carry the Certified Water Technologist (CWT) designation as certified by the Association of Water Technologists (AWT).
- c. Contractor shall have on-staff and provide Technical Support for the purposes of troubleshooting various water treatment issues should they arise. Technical Support staff shall be available for on and off site consultation and shall have a minimum of a Bachelor's Degree in Chemistry or a similar degree in the application of providing water treatment services, with a District preference of ten (10) years industrial water treatment experience.
- d. Contractor's service representative(s) who will be responsible for this contract shall have a minimum of five (5) years' experience in the deployment of water treatment services and shall be fully trained in all aspects of water treatment protocols commonly used in water treatment practices.

23. Health and Safety

- a. All Contractor representatives shall be safety trained and certified in all aspects of chemical handling associated with water treatment.
 1. After award, the Contractor will be required to provide documentation certifying that all representatives are current in this training.
- b. Contractor shall provide, to the Maintenance and Operations Director, an MSDS for all first time orders of any hazardous material. All chemicals stored on-site must be environmentally friendly.
- c. Contractor shall maintain a 24-hour, 7 day per week emergency phone number which can be called for emergency information regarding chemical spills and/or accidents involving products used under this contract.

24. Open/Closed Loop Water Treatment Additions, Deletions, or Replacements

- a. The District may add or delete open/closed loop water treatment systems (equipment and/or locations) at any time. If equipment/location(s) is added, Contractor shall perform water treatment service or maintenance as requested. The Maintenance and Operations Director, or his designee, will advise the Contractor of any additions or deletions with thirty (30) day notice. All fees shall be in accordance with the existing fee in effect.
 1. Cost estimations for contract additions/deletions will be based upon the following formula:

$$\text{(Chemical feed rate)} \div 120 \times \text{(Price/lb.)} = \text{(Cost per 1,000 gallons of system capacity treated)}$$

25. Focused Performance Standards

- a. Contractor shall supply the information stated in the Focused Performance Standards Table within the time specified in their contract, or any extension thereof.

Performance Standard	Measurement	How to Measure
Biweekly; Service Report	Due no later than 4 calendar days upon the completion of the previous week. Complete information as described in the contract.	Received on time / Review of the completeness of report
Monthly; Chilled Water Loop Report	Due no later than 7 calendar days upon the completion of the previous month. Complete information as described in the contract.	Received on time / Review of the completeness of report.
Quarterly; Corrosion Study Reports	Due no later than 21 calendar days at the end of the quarter. Complete laboratory report to detail metal loss as described in the contract.	Received on time / Verify corrosion limits are within specification and not exceeded
Quarterly; ATP / Biological Reports	Due no later than 21 calendar days at the end of the quarter. Complete laboratory report to detail metal loss as described in the contract.	Received on time / Verify ATP and Biological Conditions are within specifications
Semi Annual; Cooling Tower Cleaning	Completed within 21 calendar days of the start of the Quarter.	Random site inspections
Biweekly; Chiller Efficiency Report	Due no later than 4 calendar days upon the completion of the previous week. Complete information as described in the contract.	Received on time / Review of the completeness of report
6 Hour On-Site Response for Emergency Service	Contractor has 6 hours from initial notification to be on site, 24/7.	Contractor to contact Maintenance and Operations Director upon arrival, Maintenance and Operations Director to document

26. Subcontracting

- a. Contractor must obtain approval from the Maintenance and Operation Director, or his designee, prior to any subcontracting work being performed. The District reserves the right to check the subcontractor's background and make a determination to approve or reject the use of the submitted subcontractor(s).
- b. Subcontractors providing service under this contract shall meet the same service requirements and provide the same quality of service required of Contractor.
- c. No subcontract under this Contract shall relieve primary Contractor of responsibility of service. Contractor shall manage all schedules, quality, performance and project management for subcontractors. Contractor shall be held solely responsible and accountable for the service and/or repairs for which Contractor has subcontracted.
- d. The District reserves the right to have Contractor remove the subcontractor or any of subcontractor's staff if service is deemed unsatisfactory.
- e. Contractor is responsible to ensure that any/all sub-contractors possess all valid certifications and/or licenses as required by federal, state or local laws to perform any work related to this contract prior to the start of work.

27. Rental Equipment

- a. Contractors bidding on this maintenance agreement are expected to have access to, and provide the industry standard tools and equipment required to complete tasks covered under this agreement. The District will reimburse the Contractor for equipment rental costs only when the work to be performed is outside the normal scope of this agreement and requested/approved by the Maintenance and Operations Director. Reimbursements will only be for actual costs incurred by Contractor and payment requests must be accompanied by the rental invoice.

28. Service Records

- a. Contractor shall establish and maintain service and maintenance records for the complete systems and provide copies to the Maintenance and Operations Director. At the end of the contract period, these records shall become the property of the District.
- b. Contractor shall keep the Maintenance and Operations Director abreast of any/all technical service/repair/recall bulletins pertaining to District equipment. When such bulletins are released, Contractor shall provide a copy to the Maintenance and Operations Director, along with documentation that the Contractor has completed or complied with said bulletin.

29. Contractor Service

- a. Due to the importance of these systems, controls and equipment, to the successful operations of the District, it is imperative that Contractor maintain the systems in the best manner possible as known to the trade. Failure to maintain the systems at a performance level that precludes numerous breakdowns and lack of control may result in termination of their respective agreement with the District.

30. Emergency Response Time

- a. Contractors shall furnish emergency service within six-hours from time of notification to the job site, at no additional cost. Emergency service shall be available 24 hours per day, seven days per week, and 365 days per year. Failure to respond to an emergency call may result in termination of their respective agreement with the District.

Proposal Requirements

Firm should submit their Proposal as follows; (1) ORIGINAL hardcopy, and three (3) hard copies. Submissions should be submitted in a three ring binder with a cover that indicates the solicitation number and Firm name and address. The sections of the original RFP should be indexed to indicate the applicable parts and elements.

If the Firm finds it necessary to take exception(s) to any of the requirements specified in this solicitation, clearly indicate each such exception along with a complete explanation of why the exception was taken and what benefit accrues to the District thereby. All exceptions and supporting rationale shall be identified as such and consolidated and placed in the indicated tab.

To facilitate evaluation, the Proposal should be specific, concise and complete to clearly and fully demonstrate the Firm has a thorough understanding of the requirements, can provide detailed information and related experience concerning previous performance of similar services.

The Glendale Elementary School District will not assume responsibility for any costs related to the preparation or submission of the Proposal.

Evaluation Criteria and Proposal Format

Evaluation of the Proposals will be based on the following criteria. Specific weighting shall be used, with a total of 100 points possible. In order for your proposal to be considered, the following should be included and should be referenced with **index tabs**:

Tab 1 – Company Information and Qualifications (30 points)

- a. Provide information regarding the location of the Firm including branch offices; a brief history of the Firm; professional organizations in which the Firm is active; description of the organizational structure and available resources.
- b. Details the Firm's strength and the value that can be brought to the District.
- c. Provide a statement signed by the authorized individual indicating the complete understanding of the requirements and scope of work detailed within the RFP, and the ability to comply with all terms, requirements, and conditions of the resulting contract.

Tab 2 – Contractor Licensing and Training (30 points)

- a. Contractor shall provide proof of current Commercial license.
- b. Contractor shall provide resumes, including all current certifications, training information, or training certificates for each employee that will be working under this RFP, and provide updates on training or certifications as they become available or when requested by the District.
- c. Contractor should submit licenses, all current certifications, training information, and training certificates for each subcontractor that will be working under this RFP and provide updates on training or certifications as they become available or when requested by the District.
- d. All Contractor employees and subcontractors shall be trained or certified before being allowed to work under this RFP. Contractor shall provide the above information before any new employees or subcontractors are assigned to work for the District. Provide the qualifications for the key individuals who will be assigned to this project. Include a current resume for each key individual including, at a minimum, education, years of experience, relevant certifications and specific related experience. It shall be understood that the District expects that the key personnel indicated in the offer actually execute the services.

Tab 3 - Proposal Cost Form (30 points)

- a. Complete the attached Proposal Cost Form as per the instructions stated on the survey instructions.

Tab 4 – Required Forms (10 points)

The District shall consider the Firm's perceived ability to meet the District's needs as well as their ability to follow instructions as provided within this RFP. The following shall be completed and signed:

- a. Performance Evaluation Survey, page 31
 - a. The District shall consider professional references from current or previous Clients.
 - b. Submit the included Performance Evaluation Survey (Page 31) to each reference.
Instructions for Survey-
 - Complete the top portion of the attached Performance Evaluation Survey.
 - Send the form to clients for which you have previously provided similar services.
 - The District will only consider one survey per Client.
 - Bidder may have three surveys.
 - Client should complete and return the survey directly back to GESD Purchasing Department by fax 623-237-6295 or email to jleasure@gesd40.org on or before **February 28, 2020 at 11:00 am MST.**
- b. Signed Offer & Acceptance, page 32
- c. Deviations and Exceptions, page 34
- d. Confidential/Proprietary Submittals, page 35
- e. Amendment Acknowledgement, page 36
- f. Additional Materials Submitted, page 37
- g. Notarized Non-Collusion Affidavit, page 38
- h. MWBE and HUB Vendor Questionnaire, page 39
- i. Debarment Certification, page 40
- j. EDGAR Certifications, page 41
- k. GESD Vendor Application, page 46
- l. Conflict of Interest, page 50
- m. W9, page 51
- n. Certificate of Insurance
- o. Ancillary Contract. The form of contract for any award made as a result of this proposal will be a District purchase order (issued annually), referencing this RFP, which shall be considered a part of the contract. The amount will be based upon the fees shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposed contract shall be included with the proposal.

Mailing Label (page 53). Complete and attach the mailing label to the outside of your sealed envelope as per the instructions stated on the form.

Proposal Cost Form

Part 1- Maintenance Agreement, includes all administration, supervision, labor, technology, analytical services, reporting, testing, testing supplies/materials, training, maintenance services, and all chemicals/products/salt.

Location	Annual Maintenance Agreement (to be billed quarterly)
Isaac E. Imes	
Harold W. Smith	
Melvin E. Sine	
William C. Jack	
Don Mensendick	
Challenger	
Landmark	
Cost to provide Eddy Current Test, each	
Additional Fees not included with Maintenance Agreement. Attach if necessary.	

Part 2- Labor Rates for additional services, as needed

Description	Hourly Rate	Hours (i.e. regular hours are M-F, 9-5)
Labor Costs-Repair Services – Regular Hours		
Labor Costs-Repair Services- after hours		
Labor Costs-For Repair Services-Weekends and Holidays		
Average Estimated Response Time		
Average Estimated Emergency Response Time		

Part 3- Parts and Equipment Discounts

Description	Percentage Discount
List percent discount off all manufacturer list prices for parts and equipment. List any restrictions or exceptions on a separate page.	

Part 4- Equipment Warranties

Description	
List warranty policy for parts and equipment. List any restrictions or exceptions on a separate page.	

PERFORMANCE EVALUATION SURVEY

Top portion is to be completed by vendor. Bottom portion is to be completed by client.

To the attention of:
Name of client's company:
Phone:
Company being surveyed:
Subject: Chiller Plant and Water Tower Maintenance and Repair RFP # 21.01.25

Glendale Elementary School District has implemented a process that collects past information on vendors. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above Firm.

The company listed above has listed you as a current or previous client for whom they have provided products or services. The company and the District would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please evaluate the Performance of the vendor (10 - you are Always satisfied and have no question about hiring them again, 5 - you are Sometimes satisfied, and 1 - 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	Ability to maintain schedule	(1-10)	
2	Quality of Services	(1-10)	
3	Ability to interact with District Staff Members	(1-10)	
4	Ability to maintain confidentiality	(1-10)	
5	Close out process (invoicing, no unexpected fees)	(1-10)	
6	Communication with District	(1-10)	
7	Ability to follow the user's rules, regulations, and requirements	(1-10)	
8	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 return this survey directly to **Glendale Elementary School District** by email jleasure@gesd40.org by 11:00 a.m., February 28, 2020.

Signature

Date

Printed Name

Title

Company Name of Client Being Surveyed

Phone Number / Email

OFFER AND ACCEPTANCE FORM

The Undersigned hereby submits a Bid 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 Bid.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Bid, contact

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

E-Mail: _____

Company Name _____

Signature of Person Authorized to Sign Bid _____

Address

Printed Name _____

City _____ State _____ Zip _____

Title _____

CERTIFICATION

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

1. The submission of the Bid 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 Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, 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.
7. By submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
9. Boycott of Israel Per A.R.S. 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.

ACCEPTANCE

The Bid 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 Bid as accepted by the School District/Public Entity.

This contract shall henceforth be referred to as Contract No. 21.05.25

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

Awarded this _____ day of _____ 20_____

Authorized Signature _____

STATEMENT OF NO BID

If you are not responding to this service/commodity, please complete and return **only** this form by mail to: 7015 W. Maryland Ave., Building C, Glendale, AZ 85303 or fax it to the attention of the Purchasing Department (623) 237-6295. (Please print or type, except signature)

Failure to respond may result in deletion of Offeror's name from the qualified Bidder's list for the Glendale Elementary School District #40

OUR FIRM IS NOT BIDDING

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to respond to your RFP 21.01.25 for Chiller Plant and Water Tower Maintenance and Repair, for the following reasons:

Service/Commodity

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to this solicitation.

_____ Remove our name from this list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet all insurance requirements

_____ Other. (Specify below)

REMARKS: _____

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

DEVIATIONS AND EXCEPTIONS

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document.

Exceptions (mark one):

_____ No exceptions

_____ Exceptions taken (describe –attach additional pages if needed)

The Undersigned hereby acknowledges that there are **no deviations/exceptions** to this solicitation:

Firm

Authorized Signature

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer

_____ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

Firm

Authorized Signature

AMENDMENT ACKNOWLEDGMENT

This page is used to acknowledge any and all amendments that might be issued. Any amendments issued within three days of the solicitation due date, will included a new due date to allow for addressing the amendment issues. Your signature indicates that you took the information provided in the amendments into consideration when providing your complete Offer response.

Please sign and date

AMENDMENT NO. 1 Acknowledgement: _____
Signature Date

AMENDMENT NO. 2 Acknowledgement: _____
Signature Date

AMENDMENT NO. 3 Acknowledgement: _____
Signature Date

If no amendments were issued, indicate below, sign the form and return with your response.

Firm

Authorized Signature

ADDITIONAL MATERIALS SUBMITTED

(Mark One):

_____ No additional materials have been included with this offer

_____ Additional Materials attached (describe—attach additional pages if needed)

NON-COLLUSION AFFIDAVIT
THIS FORM MUST BE NOTARIZED

State of _____)
County of _____) ss.

_____, affiant,
(Print Name of Person Authorized to Sign Offer)

the _____
(Title)

Name) (Company

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

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

(Signature of Person Authorized to Sign Offer)

(Title)

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____

THIS FORM MUST BE NOTARIZED

**MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND
HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

Bidding companies that have been certified by the State of Arizona as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their UB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies) Yes No

Vendor certifies that this firm is a HUB (Required by some participating agencies) Yes No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your bid response in the Response Attachments section.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name: _____

Printed Name: _____

Signature of Authorized Company Official: _____

Date: _____

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when a Public Entity expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between Public Entity and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

(A). Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Public Entity expends federal funds, Public Entity reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when Public Entity expends federal funds, Public Entity reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Public Entity also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Public Entity believes, in its sole discretion that it is in the best interest of Public Entity to do so. Vendor will be compensated for work performed and accepted and goods accepted by Public Entity as of the termination date if the contract is terminated for convenience of Public Entity. Any award under this procurement process is not exclusive and Public Entity reserves the right to purchase goods and services from other vendors when it is in Public Entity's best interest.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when Public Entity expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D). Davis-Bacon Act

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of \$2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current

EDGAR CERTIFICATIONS

prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Public Entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Public Entity expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(E). Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Public Entity expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Public Entity resulting from this procurement process.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(F). Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Public Entity, Vendor certifies that during the term of an award for all contracts by Public Entity resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(G). Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Public Entity, Vendor certifies that during the term of an award for all contracts by Public Entity resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

EDGAR CERTIFICATIONS

(H). Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Public Entity, Vendor certifies that during the term of an award for all contracts by Public Entity resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(I). Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Public Entity, Vendor certifies that during the term and after the awarded term of an award for all contracts by Public Entity resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Public Entity for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

EDGAR CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Public Entity expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of Public Entity not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

GESD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

EDGAR CERTIFICATIONS

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

Vendor's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40

7301 North 58th Avenue, Glendale AZ 85301
 Fax: (623) 237-6295 Email: VendorRegistration@gesd40.org

VENDOR REGISTRATION APPLICATION

ORDER INFORMATION				PAYMENT INFORMATION				
LEGAL NAME OF VENDOR				LEGAL NAME OF PAYEE				
STREET ADDRESS				STREET ADDRESS				
STREET ADDRESS 2				STREET ADDRESS 2				
CITY				CITY				
STATE		ZIP CODE		STATE		ZIP CODE		
PHONE #		FAX #		PHONE #		FAX #		
CONTACT NAME				CONTACT NAME				
EMAIL ADDRESS FOR PURCHASE ORDERS				EMAIL ADDRESS FOR ACCOUNTS RECEIVABLE				
WEB ADDRESS				FEDERAL ID # <input type="checkbox"/>		SOCIAL SECURITY # <input type="checkbox"/>		
<p>By signing below, I hereby acknowledge that:</p> <ol style="list-style-type: none"> 1. I am duly authorized to certify the information requested herein. 2. To the best of my knowledge, the elements of the information provided herein are accurate and true as of this date. 3. My organization will comply with all State statutes and Federal equal opportunity and non-discrimination requirements and conditions of employment in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order Number 75-5 dated April 28, 1975. 4. Filing of a Vendor Registration Application supplies information only and does not constitute an assumed obligation by Glendale Elementary School District (GESD) to guarantee contractual awards or agreements to my organization. 5. Updating information contained on this form is solely the duty of my organization. 6. My organization will not provide any product or service without first having in our possession an authorized GESD Purchase Order. No products or services will be provided based on a verbal promise of a Purchase Order or with the submission of a requisition for a Purchase Order. I understand that payment for any product or service provided without an authorized Purchase Order is not the responsibility of GESD and that I will have to obtain payment from the individual requestor. 7. My organization will direct all communication regarding GESD Purchase Orders to the GESD Procurement Office. 8. My organization will provide the Purchase Order number on all invoices submitted to GESD. I understand that invoices received without this information will not be paid. 9. My organization will submit all invoices directly to GESD Accounts Payable and not to the requesting department or school. 								
PRINTED NAME				TITLE				
SIGNATURE				DATE				
<p>GESD maintains a Vendor Registry for the purpose of notifying vendors of current solicitations. To be included on the Registry, please review the attached list of Commodity Codes and enter any codes applicable to your company below. If you do not see your commodity on the attached list, please write it in the first boxes below.</p>								
VENDOR REGISTRY	Example: 17C							
<p>If you are currently covered under a Cooperative Contract with another agency, please fill in the appropriate information below</p>								
OTHER CONTRACTS	AZ State Procurement Office			Contract #			Expiration Date	
	Mohave Educational Services Cooperative			Contract #			Expiration Date	
	Greater Phx Purchasing Consortium of Schools GPPCS			Contract #			Expiration Date	
	Other			Contract #			Expiration Date	

Please fill out the attached Conflict of Interest Disclosure on the following page.

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 - COMMODITY LIST

1. APPLIANCES	13. BUILDING MATERIALS & SUPPLY	16. COMMUNICATION
A. Ice Machines	A. Cabinetry/Casework	A. Carrier Broadband
B. Kitchen	B. Ceiling	B. Cellular Hardware
C. Laundry	C. Compressor	C. Cellular Service
D. Maintenance/Repair	D. Cooling Tower Chemicals	D. Cellular Supply
E. Material/Supply	E. Cooling Tower Equipment	E. Equipment
2. ART	F. Doors	F. Maintenance/Repair
A. Equipment	G. Electrical	G. PA Systems
B. Equipment Maintenance/Repair	H. Evaporative Cooling	H. Telephone Voice Service
C. Supplies	I. Filters	I. Two-Way Radios
3. ASSESSMENTS/TESTING	J. Flooring	J. Two-Way Radio Maintenance/Repair
A. Equipment	K. Fuel Island	17. CONFERENCES/TRAININGS
B. Equipment Maint/Repair	L. Glass	A. Baggage
C. Regular Education Supplies	M. Hardware	B. Car Rental
D. Scoring	N. HVAC	C. Parking
E. Special Education Supplies	O. Insulation	18. CONSTRUCTION CONTRACTORS
4. ATHLETIC/P.E./ SPORTS	P. Lighting	A. Asbestos Abatement/Remediation
A. Equipment	Q. Lumber	B. Asphalt/Paving
B. Equipment Maint/Repair	R. Painting	C. Building
C. Supplies	S. Plaster/Drywall	D. Cabinetry/ Casework
5. AUDIO VISUAL	T. Plumbing	E. Ceiling
A. Equipment	U. Refrigeration	F. Concrete
B. Equipment Maint/Repair	V. Roll Doors	G. Electrical
C. Supplies	W. Roofing	H. Flooring
6. AUTOMOTIVE (NON-STUDENT)	X. Tools/Supplies	I. General
A. Equipment	Y. Water Heaters	J. HVAC
B. Glass	Z. Water/Sewer	K. Lighting
C. Lift	AA. Welding	L. Painting
D. Lift Maintenance/Repair	BB. Window Screens	M. Plumbing
E. Maintenance/Repair	14. BUILDING SERVICE MAINT/REPAIR	N. Refrigeration
F. Painting	A. Cabinetry/Casework	O. Roofing
G. Refrigeration Unit	B. Ceiling	P. Water/Sewer
H. Refrigeration Unit Maint/Repair	C. Compressor	19. CONSULTING SERVICES
I. Supplies	D. Cooling Tower Equipment Maint/Repair	A. Asbestos Hazard
J. Towing	E. Cooling Tower Water Testing/Treatment	B. Construction
K. Washing	F. Doors	C. Curriculum
L. Window Tint	G. Electrical	D. Data Assessment
M. Windshield Repair/Service	H. Elevator	E. Drugs/Alcohol
7. AUTOMOTIVE (STUDENT)	I. Exhaust Hood	F. Educational Program
A. Equipment	J. Flooring	G. Employment/Salary
B. Glass	K. Fuel Island	H. Energy Management
C. Lift	L. HVAC	I. E-Rate
D. Lift Maintenance/Repair	M. Insulation	J. Financial/Tax Shelter
E. Maintenance/Repair	N. Keyless Entry	K. Food Service/Diet
F. Painting	O. Lighting	L. Grants
G. Supplies	P. Painting	M. Human Resources
H. Towing	Q. Plaster Drywall	N. Insurance/Benefit Administration
I. Washing	R. Plumbing	O. Prevention
J. Window Tint	S. Refrigeration	P. Procurement
K. Windshield Repair/Service	T. Roll Doors	Q. Redistrict/Boundary Changes
8. AWARD/INCENTIVE/RETENTION	U. Roofing	R. Special Education
A. Carryout/Delivery (non student)	V. Tool & Machine Service/Repair	S. Technology
B. Carryout/Delivery (student)	W. Water Heaters	T. Transportation
C. Supplies (non student)	X. Water/Sewer	20. CONTRACTED EDUCATION PRGRMS
D. Supplies (student)	Y. Welding	A. Author/Speaker
9. BANKING	Z. Window Repair/Service	B. Entertainment
A. Account Services	AA. Window Tint	C. Health
B. Fees	15. BUSINESS MACHINES	D. Math
C. Financing/Leasing	A. Copiers	E. Musician/Music
D. Supplies	B. Copiers Maint/Repair	F. Nature/Animals
10. BATTERIES	C. Laminators	G. Physical Education
A. Automotive	D. Laminators Maint/Repair	H. Prevention
B. I.T.	E. Mailing Equipment	I. Science
C. Maintenance & Operations	F. Mailing Equipment Maint/Repair	21. COPYWRIGHT
D. Office/Classroom	G. POS	A. Movie
11. BLEACHERS	H. POS Maint/Repair	B. Music
A. Permanent	I. Poster Maker	22. CUSTODIAL
B. Service/Repair	J. Poster Maker Maintenance/Repair	A. Equipment
12. BOARDS	K. Printers	B. Equipment Maint/Repair
A. Bulletin/Tack	L. Printers Maint/Repair	C. Paper Products
B. Smart	M. Rotating Filing System	D. Services
C. White	N. Rotating Filing System Maint/Repair	E. Supplies
13. BUILDING MATERIALS & SUPPLY	O. Scanners	23. ENERGY MANAGEMENT
A. Cabinetry/Casework	P. Water/Sewer Maintenance and Repair	A. Equipment
B. Ceiling	Q. Supplies	B. Equipment Maintenance/Repair
C. Compressor		C. Installation

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 - COMMODITY LIST

24. ENGINEERS A. Civil B. Electrical C. Geotechnical D. Hazardous Waste E. Mechanical F. Structural G. Surveying	32. FURNITURE A. Adaptive/Special Needs B. Classroom C. Computer/Media D. Cubical E. Library F. Maint/Repair/Refinish G. Nurse H. Office I. Outdoor J. Science	39. LIBRARY A. Books B. Equipment C. Equipment Maint/Repair D. Supplies E. Videos/DVDs
25. FEES A. Certification/Licensing Certified B. Certification/Licensing Classified C. Inspection D. Leases E. Parking F. Participation/Registration G. Violation	33. GROUNDS A. Chemicals B. Equipment C. Equipment Maint/Repair D. Fertilizer E. Landscaping Service F. Plants G. Rock/Concrete/Dirt H. Sod I. Supplies J. Tools K. Tree Trimming L. Weed Control Service	40. LOCKS & RELATED HARDWARE A. Equipment B. Locksmith Services C. Supplies
26. FENCING/GATE A. Equipment B. Installation C. Maint/Repair D. Supplies	34. HEAVY MACHINERY A. Forklifts B. Hydraulic Lifts C. Maintenance/Repair D. Riding Lawn Equipment (mowers) E. Tractors	41. MEDICAL EQUIPMENT & SUPPLIES A. Bio Hazard B. Equipment C. Equipment Maint/Repair D. Supplies
27. FIELD TRIPS A. Amusement Parks B. Camp Facilities C. Concerts/Plays D. Farms E. Hotels/Motels F. Movies/Bowling G. Museums/Science Centers H. Sporting Event I. Student Leadership J. Swimming Pools/Parks K. Zoos/Nature	35. INFRASTRUCTURE A. Bell/Paging B. Cabling C. Conduit D. Data Storage E. Equipment F. Maintenance & Repair G. Network H. Server I. Supplies J. UPS	42. MOBILE BUILDING/TRAILER A. Manintenance/Repair B. Purchase C. Relocation D. Rental
28. FIRE EXTINGUISHERS A. Equipment B. Maint/Repair	36. INSTRUCTIONAL AIDS A. Agendas/Calendars B. Educational Toys/Games C. Gifted/Higher Thinking Materials D. Literacy Materials E. Math Materials F. Phonics Materials G. Prevention Materials H. Science Materials I. Social Studies Materials J. Social/Behavioral K. Special Education/Adaptive	43. MUSIC A. Instruments B. Maint/Repair C. Risers D. Supplies
29. FIRE SYSTEMS A. Alarm, Equipment B. Alarm, Installation C. Alarm, Maint/Repair D. Alarm, Monitoring E. Ansul System, Equipment F. Ansul System, Maint/Repair G. Fire Riser, Equipment H. Fire Riser, Maint/Repair	37. INSTRUCTIONAL SUPPLIES A. Bags/Containers B. Bulletin Board Supplies C. Craft Supplies D. Health/Self Care E. Lesson Book/Desk Calendar F. Measuring Supplies G. Note Pads/Notebooks H. Painting Supplies I. Scissors J. Stickers/Certificates/Bookmarks K. Tape/Glue/Staples L. Writing Supplies	44. OFFICE EQUIPMENT & SUPPLIES A. Calendars/Organizers B. Desk C. Filing/Storage/Binding D. Equipment E. Equipment Maintenance/Repair F. Paper/Pads/Pre-Printed Forms G. Stamps
30. FOOD SERVICE A. Beverages B. Bottled Water C. Bread D. Commodity Processing E. Condiments F. Dairy G. Equipment H. Equipment Maintenance/Repair I. Equipment Material/Supply J. Frozen Foods K. Meat L. Produce M. Ready to Serve N. Supplies (Cleaning) O. Supplies (Edible) P. Supplies (Serving) Q. Temp Monitor Service R. Walk-In S. Walk-In Maintenance/Repair T. Walk-In Temperature Monitoring Service	38. INSURANCE A. Casualty/Liability B. Employee Assistance Program C. Group D. Health E. Retirement F. Workers Compensation	45. PAPER A. Card Stock B. Copy C. Craft/Art D. Envelopes
31. FUEL A. Diesel B. Gasoline C. Propane		46. PARENT INVOLVEMENT MAT & SVC A. Administrative B. Classroom Management C. Community Engagement D. Guest Speaker E. Higher Thinking F. Literacy G. Math H. Prevention I. Science J. Social Studies K. Spalding L. Special Education M. Technical
		47. PLAYGROUND A. Equipment B. Maint/Repair C. Playstructures D. Sand E. Shade Structures F. Supplies G. Surfacing
		48. POSTAGE A. Presort Services B. Shipping, Freight (trucking co) C. Shipping, Small Packages (UPS/FedEx)
		49. PRINTING A. Equipment B. Equipment Maint/Repair C. Print Management

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 - COMMODITY LIST

50. PROFESSIONAL SVCS	54. RENTAL	66. TECHNOLOGY HARDWARE
A. Accountant/CPA	A. Bounce Houses/Dunk Tanks	A. Administrative Equipment
B. Administrative	B. Building	B. Administrative Supply
C. Appraisal	C. Costumes/Uniforms	C. Computer/Monitor Equipment
D. Architects	D. Custodial Equipment	D. Computer/Monitor Supply
E. Auctioneer	E. Heavy Equipment	E. Instruction Equipment
F. Auditor	F. Signs	F. Instruction Supply
G. Background Checks	G. Supplies	G. Maintenance/Repair
H. Bond Council		H. Telephone Equipment
I. Child Care	55. SAFES	I. Telephone Supply
J. Claims Processing	A. Equipment	J. Time Clock Equipment
K. Debt Collections	B. Service	K. Time Clock Supply
L. Disc Jockey	56. SAFETY	
M. Drug Screening	A. Equipment	67. TECHNOLOGY SOFTWARE
N. Dry Cleaner	B. Equipment Maint/Repair	A. Administrative
O. Education/Substitute Teachers	C. Supplies	B. Assessment/Testing
P. Employment Eligibility Verification	D. Training	C. Building Maintenance
Q. Engraving	57. SCIENCE	D. Food Service
R. Graphic Design	A. Chemicals	E. Human Resources
S. Guest Speaker	B. Equipment	F. Infrastructure
T. Hazardous Material Disposal	C. Equipment Maint/Repair	G. Instruction
U. Irrigation	D. Supplies	H. Language Acquisition
V. Leak Detection	58. SECURITY	I. Library
W. Legal Council	A. Alarms	J. Payroll
X. Lobbyist	B. Alarma Maint/Repair	K. Programming
Y. Mediator/Hearing Officer	C. Cameras	L. Special Education
Z. Medical	D. Camera Maint/Repair	M. Student Management Database
AA. Moving	E. Equipment Maint/Repair	N. Transportation
BB. Occupational Therapist	F. Monitoring	
CC. Paper Shredding	59. SHELVING	68. TEXTBOOKS
DD. Pest Control	A. Classroom	A. Disposal
EE. Photography	B. Laboratory	B. New
FF. Physical Therapist	C. Library	C. Used
GG. Prevention Programs	D. Warehouse	
HH. Printing (Forms/Envelopes)	60. SIGNS & LETTERING	69. TIRES
II. Psychologist	A. Banners	A. New (non student)
JJ. Referee/Sports	B. Building Signage	B. New (student)
KK. Security	C. Crossing Guard/Road/Parking	C. Service/Repair (non student)
LL. Social Worker	D. Marquee	D. Service/Repair (student)
MM. Speech Therapist	E. Scoreboards	E. Wheels (non student)
NN. Temporary Certified Staffing	61. SOLAR ENERGY	F. Wheels (student)
OO. Temporary Classified Staffing	A. Equipment	
PP. Translation/Interpreting	B. Equipment Maint/Repair	70. TRACKING/ID SYSTEMS
QQ. Transportation	C. Installation	A. Property Tracking Equipment
RR. Utility Locating/Bluestaking	62. SPECIAL EDUCATION	B. Property Tracking Equipment Maint/Rpr
	A. Equipment (Non-Technology)	C. Property Tracking Supplies
	B. Equipment (Technology)	D. Staff ID Equipment
	C. Supplies	E. Staff ID Equipment Maint/Repair
	63. STAGE	F. Staff ID Supplies
	A. Curtains	G. Student ID Equipment
	B. Equipment	H. Student ID Equipment Maint/Repair
	C. Lighting	I. Student ID Supplies
	D. Platforms	
	E. Service/Installation	71. TRANSPORTATION
	64. STRUCTURES	A. Equipment
	A. Shade Structure	B. Fleet Management
	65. SUBSCRIPTIONS	C. Service
	A. Journals/Magazines/Newspaper (Admin)	D. Supplies
	B. Journals/Magazines/Newspaper (Inst)	E. Uniform/Linen Rental
	C. Software (Administrative)	
	D. Software (Assess/Testing)	72. TRAVEL
	E. Software (Bldg Maintenance)	A. Airfare
	F. Software (Classroom)	B. Charter Bus
	G. Software (Food Service)	C. Travel Agency
	H. Software (H.R.)	
	I. Software(Language Acquisition)	73. UNIFORMS
	J. Software (Library)	A. Athletic
	K. Software (Programming)	B. Staff
	L. Software (Special Education)	C. Student
	M. Software (Student Management)	
	N. Software (Transportation)	74. VEHICLES
	O. Web (Administrative)	A. Automobiles
	P. Web (Instructional)	B. Buses
		C. Golf Carts/Gators
		D. Trailers
		E. Trucks
		75. WAREHOUSE
		A. Equipment
		B. Supplies
		77. WELLNESS
		A. Equipment
		B. Events, Classes
		C. Fees/Dues
		D. Incentive/Award
		E. Supplies
		78. YEARBOOKS
51 RECRUITMENT		
A. Advertising Billboard (non student)		
B. Advertising Billboard (student)		
C. Advertising Magazine (non student)		
D. Advertising Magazine (student)		
E. Advertising Newspaper (non student)		
F. Advertising Newspaper (student)		
G. Advertising Print (non student)		
H. Advertising Print (student)		
I. Advertising Radio (non student)		
J. Advertising Radio (student)		
K. Advertising Television (non student)		
L. Advertising Television (student)		
M. Advertising Website (non student)		
N. Advertising Website (student)		
O. Dues & Fees		
P. Equipment		
Q. Printing		
R. Subscription		
S. Supplies		
52 RECYCLE		
A. Equipment		
B. Material/Supply		
C. Service		
D. Toner Service		
53. REFUSE/WASTE		
A. Equipment		
B. Material/Supply		
C. Medical Bio Hazard		
D. Service		

Glendale Elementary School District #40

Conflict of Interest Disclosure Form

Company Name _____

Arizona State law (ARS, 38-503) requires you to disclose any substantial interest¹ you or your relatives² have in any Glendale Elementary School District vote, decision, contract, sale or purchase. A Glendale Elementary School District Board Member or employee must complete and submit this form promptly when a situation arises or may arise that requires disclosure.

Federal Law (2 CFR 200.112) requires the non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

Are you a Glendale Elementary School District employee? Yes No (If Yes, full solicitation must be done)

Are you a Glendale Elementary School District Board Member? Yes No (If Yes, Please see GESD Policy BCB for Instructions)

INITIAL EACH STATEMENT

I understand that if I or a relative has financial or ownership interest in a Glendale Elementary School District matter, I may **NOT** participate in it in any way for any segment on behalf of the Glendale Elementary School District.

I understand that if I or a relative is employed by, is sales representative for or owns part of a business, company, property or partnership I may **NOT** do any of the following on Glendale Elementary School District behalf:

- Participate in selecting a vendor for the goods or services supplied by the business
- Vote on or approve the award of a contract to the business
- Supervise the work of the business for Glendale Elementary School District
- Approve invoices from the business
- Participate in determining that Glendale Elementary School District #40 needs the types of goods or services supplied by the business
- Participate in resolving any contract disputes between the business and Glendale Elementary School District No. 40

No conflict of interest exists for me at this time. I have no financial and/or ownership interest in any business, company, partnership or property.

Yes, I have financial and/or ownership interest in the following: Business Company Partnership Property

Name of business, company, partnership or property: _____ Phone: (_____) _____

Provide a full description of your financial or ownership interest:

Describe any current or future matters that GESD is or may be involved in that affect the interests you identified above: _____

In signing this form, I understand that there are criminal and civil penalties for violating State of Arizona and Federal laws relating to conflicts-of-interest.

Name (please print): _____ **Telephone:** (_____) _____

Signature: _____ **Date:** _____

¹ **“Substantial Interest” Defined:** A “substantial interest” is any financial or ownership interest, direct or indirect, that isn’t a “remote interest.” For instance, employment by a firm creates a substantial interest. The situations that qualify as “remote interests” under law are very limited.

² **Persons Covered:** The law covers governing members and full-time, part-time and contract employees. Also, any substantial interest of these relatives will be attributed to your: spouse, child, grandchild, parent, grandparent, brother or sister -- whole or half blood -- and their spouses and parents, or a brother, sister or child of a spouse.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					
or								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

CERTIFICATE OF INSURANCE

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DISTRICT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

NAME AND ADDRESS OF INSURANCE AGENCY:	COMPANY LETTER	COMPANIES AFFORDING COVERAGE:
	A	
	B	
	C	
NAME AND ADDRESS OF INSURED:	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY: PER PERSON \$1,000,000.00 EACH OCCURRENCE \$2,000,000.00 PROPERTY DAMAGE \$1,000,000.00 OR BODILY INJURY AND PROPERTY DAMAGE COMBINED \$1,000,000.00		COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE)		
SAME AS ABOVE		COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM		UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT \$ 100,000.00		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
		OTHER		

THE GLENDAL ELEMENTARY SCHOOL DISTRICT IS ADDED AS ADDITIONAL INSURED AS IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE. MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE DISTRICT. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____ _____ AUTHORIZED REPRESENTATIVE
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CUT ALONG THE LINE AND AFFIX LABEL TO THE FRONT OF YOUR BID CONTAINER

Submitted by:

DO NOT OPEN

SEALED BID/PROPOSAL

RFP #: 21.01.25 Chiller Plant and Water Tower Maintenance and Repair

Due Date: February 28, 2020 @ 11:00 am MST (Arizona Time)

Deliver to:

Glendale Elementary School Dist. #40

Purchasing Department

Attn: Jessica Leasure

7015 W. Maryland Avenue, Bldg. C

Glendale, AZ 85303

CUT ALONG THE LINE AND AFFIX LABEL TO THE FRONT OF YOUR BID CONTAINER