

COOPERATIVE PURCHASE CONTRACT

Chandler Unified School District No. 80
Contract No. 2020—124

This Cooperative Purchase Contract is made and entered into this ____ day of _____, 2020 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Greenberg Traurig, LLP, a New York Limited Liability Partnership ("Contractor").

RECITALS:

- A. Contractor has Contract No. #01-18-22 Chandler Unified School District No. 80 which includes cooperative purchasing services of Legal Bond Counsel.
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Services Purchased. Contractor shall provide to City the services, as specified in the Schedules agreed to by the parties and attached to the Agency Contract. General description of the services:

LEGAL BOND COUNSEL

2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in Statement of Work attached hereto (Exhibit A) and agreed to by the Parties and incorporated by reference.
3. Payment. Payment to the Contractor for the services provided shall be made in accordance with the price list and terms set forth in the Agency Contract and not to exceed the annual amount of one hundred twenty-five thousand dollars (\$125,000) per fiscal year.
4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Cooperative Purchase Contract as though fully set forth herein. The Agency Contract documents are attached hereto as Exhibit B. The Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
5. Certificates of Insurance. All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
6. Term. This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, and for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

Greenberg Traurig, LLP:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
SCOPE OF WORK

Notices: All notices to City shall be sent to:

Buyer: Liane Garcia
Purchasing Department
211 W. Aspen Ave.
Flagstaff, Arizona 86001
(928) 213-2279

Attach: Certificate of Insurance

May 18, 2020

Mayor and Council
City of Flagstaff, Arizona
211 West Aspen Avenue
Flagstaff, Arizona 86001

Re: City of Flagstaff, Arizona Certificates of Participation, Taxable Series
2020

The purpose of this letter is to provide a quote for services as special counsel to the City of Flagstaff, Arizona (the “Issuer”) in connection with the issuance of the captioned Certificates (the “Obligations”), to be issued for the benefit of the Issuer.

Based upon (i) our current understanding of the terms and structure of the financing, (ii) the duties we will undertake, (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we assume, we propose a fee as special counsel for the Obligations of \$1.00 per \$1,000 of principal amount of the Obligations, but in no event would our fee exceed \$125,000.00, in accordance with SAVE Contract #01-18-22 and our agreement with the Issuer. Our fee is usually paid at the closing of the financing out of proceeds of the sale of the Obligations, and we customarily do not submit any statement until the closing.

If we are retained by the City and if, for any reason, the issuance of the Obligations is not consummated, we will not expect to be compensated except for “out-of-pocket” expenses.

Very truly yours,



Paul Gales

Greenberg Traurig, LLP | Attorneys at Law

2375 East Camelback Road | Suite 700 | Phoenix, Arizona 85016 | T +1 602.445.8000 | F +1 602.445.8100

Albany. Amsterdam. Atlanta. Austin. Berlin. Boca Raton. Boston. Chicago. Dallas. Delaware. Denver. Fort Lauderdale. Houston. Las Vegas. London. Los Angeles. Mexico City. Miami. Milan. Minneapolis. Nashville. New Jersey. New York. Northern Virginia. Orange County. Orlando. Philadelphia. Phoenix. Sacramento. San Francisco. Seoul. Shanghai. Silicon Valley. Tallahassee. Tampa. Tel Aviv. Tokyo. Warsaw. Washington, D.C. West Palm Beach. Westchester County.

Operates as: ¹Greenberg Traurig Germany, LLP; ²A separate UK registered legal entity; ³Greenberg Traurig, S.C.; ⁴Greenberg Traurig Santa Maria; ⁵Greenberg Traurig LLP Foreign Legal Consultant Office; ⁶A branch of Greenberg Traurig, P.A., Florida, USA; ⁷GT Tokyo Horitsu Jimusho; ⁸Greenberg Traurig Grzesiak sp.k.

City of Flagstaff, Arizona

211 West Aspen Avenue

Flagstaff, Arizona 86001

Re: Statement of Work – City of Flagstaff, Arizona Certificates of Participation, Taxable Series 2020

The purpose of this statement of work is to set forth the role we propose to serve and responsibilities we propose to assume as special counsel to the City of Flagstaff, Arizona (the “Issuer”) in connection with the issuance of the captioned Certificates (the “Obligations”) to be issued for the benefit of the Issuer. Special counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance or execution and delivery of obligations for political subdivisions and municipalities. As special counsel, we will, with respect to the Obligations, examine applicable law; prepare authorizing and operative documents; consult with the parties to the transaction prior to issuance; review certified proceedings; review legal issues relating to the structure of the issue; obtain from governmental authorities such approvals, rulings, permissions and exemptions as special counsel determines are necessary or appropriate and undertake such additional duties as we deem necessary to render the hereinafter described opinion relating to the Obligations (the “Opinion”).

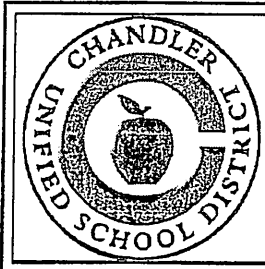
Subject to the completion of proceedings to our satisfaction, we will render the Opinion, opining that the Obligations are valid and binding, special, limited obligations, subject to annual appropriation, executed and delivered pursuant to a Trust Agreement, and payable from lease payments to be paid by the Issuer pursuant to a Lease-Purchase Agreement (the “Lease”), such lease payments due pursuant to the Lease Agreement being subject to annual appropriation of funds. The Opinion will be executed and delivered by us in written form on the date the Obligations are exchanged for their purchase price and will be based on facts and law existing as of their date. If a disclosure document will be adopted or approved by the Issuer, our responsibility will include the review of any description therein of (i) Arizona and federal law pertinent to the validity of the Obligations and the tax treatment of interest paid thereon, (ii) the terms of the Obligations, and (iii) the Opinion.

EXHIBIT B
AGENCY CONTRACT

Fully Executed Offer and Acceptance

Chandler Unified School District NO. 80 RFP #01-18-22 (attached)

Greenberg Traurig, LLP Response to RFP #01-18-22 (attached)



CONTRACT AMENDMENT
CHANDLER UNIFIED SCHOOL DISTRICT #80
PURCHASING OFFICE
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7615

CONTRACT NUMBER: RFP 01-18-22 LEGAL BOND COUNSEL

AMENDMENT NUMBER: 02

VENDOR: GREENBERG TRAUIG, LLP
2375 E CAMELBACK ROAD
PHOENIX, AZ 85016
ATTN: MICHAEL CAFISO

ISSUE DATE: FEBRUARY 27, 2019

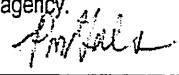
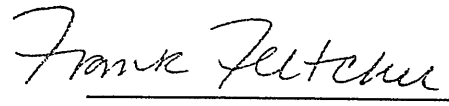
THE REFERENCED CONTRACT IS AMENDED AS FOLLOWS

In accordance with RFP 01-18-22, the above referenced contract LEGAL BOND COUNSEL is extended through June 30, 2020.

All other terms and conditions of the contract remain in their entirety.

If you are in agreement, please sign in the appropriate space below and return to the Purchasing office no later than March 18, 2019.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY

Contractor hereby acknowledged receipt of the agreement with the Amendment. A signed copy must be filed with the above agency.	The above referenced contract Amendment is hereby executed.
	
Authorized Signature	
Paul Gales	
Printed Name	
Of Counsel	
Title	
	
	Authorized Signature (District)



CONTRACT AMENDMENT
CHANDLER UNIFIED SCHOOL DISTRICT #80
PURCHASING OFFICE
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7615

CONTRACT NUMBER: RFP 01-18-22 LEGAL BOND COUNSEL

AMENDMENT NUMBER: 03

VENDOR: GREENBERG TRAUIG, LLP
2375 E CAMELBACK ROAD
PHOENIX, AZ 85016
ATTN: MICHAEL CAFISO

ISSUE DATE: FEBRUARY 26, 2020

THE REFERENCED CONTRACT IS AMENDED AS FOLLOWS

In accordance with RFP 01-18-22, the above referenced contract LEGAL BOND COUNSEL is extended through June 30, 2021.

All other terms and conditions of the contract remain in their entirety.

If you are in agreement, please sign in the appropriate space below and return to the Purchasing office no later than March 13, 2020.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY

Contractor here by acknowledged receipt of the agreement with the Amendment. A signed copy must be filed with the above agency.

Paul Gales
Authorized Signature
Paul Gales
Printed Name
Shareholder
Title

The above referenced contract Amendment is hereby executed.

Frank Fitcher
Authorized Signature (District)



CHANDLER UNIFIED SCHOOL DISTRICT #80

PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7000

NOTICE OF REQUEST FOR PROPOSAL

DATE: April 27, 2017

PROPOSAL: RFP #01-18-22 Legal Bond Counsel

DUE DATE: Friday, May 19, 2017 at 11 am local time

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, Proposals for the material or services specified will be received by the District Purchasing office, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made.

Proposals must be sealed and may be presented in person or mailed (no faxed copy will be accepted) at the address listed in this solicitation. Proposals will be time stamped when received. Proposals received after the stated opening time will not be considered and will be returned to the offeror. The offeror assumes the risk of delay in the mail or in the handling of the mail. Whether sent by mail or by means of personal delivery, the offeror assumes the responsibility for having his proposal deposited on time at the place specified. Offers must be marked on the outside of the envelope with the RFP number and title and the submitting company's name. **The District is not responsible for the pre-opening of, post-opening of, or failure to open a solicitation not properly addressed or identified.**

- **Three (3) copies of your Proposal with one (1) marked "Original"; and one (1) electronic copy is requested by the District.**
- **Performance Evaluation Survey received from three (3) past clients return by close of business May 18, 2017**
- **Mailing Label see page 30**

All proposals must be completed in ink or typewritten unless the District elects to allow or require electronic submissions. Additional instructions for preparing a proposal are provided with this notice. Offeror's are strongly encouraged to review the enclosed proposal requirements and specifications as the District reserves the right to accept or reject any or all proposals, waive irregularities and accept any proposal deemed to be in the best interest of the District. The submission of a proposal will indicate that the offeror understands the requirements and specifications and that they can supply the materials, services or construction and meet the required delivery time line as specified.

This proposal is being done by the Chandler Unified School District No. 80 as a member of the Strategic Alliance for Volume Expenditures (SAVE). While this proposal is for the Chandler Unified School District No. 80, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements for school districts. Other public entities have similar authorizations Members of "SAVE", a group of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible School Districts/public entities, recognizing potential equipment, logistical and capacity limitations by vendor may limit "piggybacking" of this award. Individual public entities would negotiate service with successful vendors using the proposal pricing quoted herein. No volume is implied or guaranteed.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

For questions contact: Michelle Uhlorn at Uhlorn.Michelle@cusd80.com

MAIL ALL RFP'S TO: CHANDLER UNIFIED SCHOOL DISTRICT #80
(Label page 30) PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
ATTN: RFP #01-18-22

THIS PROPOSAL IS OFFERED BY: _____
(Name of Company)



CHANDLER UNIFIED SCHOOL DISTRICT #80

PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7000

This solicitation is being done by the Chandler Unified School District No. 80 as a member of the Strategic Alliance for Volume Expenditures (SAVE) and is acting as lead public entity. Any contract resulting from this solicitation shall be for the use of the consortium members. In order to participate in any resultant contract, a public entity must have entered into a cooperative purchasing agreement with the consortium. No volume is implied or guaranteed.

The following Agencies have asked to participate in any resulting contracts. Estimated expenditures have been included.

• Avondale Elementary School District	\$40,000
• Cartwright School District	\$40,000
• Deer Valley Unified School District	\$15,000
• Florence Unified School District	\$20,000
• Liberty Elementary School District	\$20,000
• Madison Elementary School District	\$15,000
• Marana Unified School District	\$25,000
• Pendergast School District	\$30,000
• Peoria Unified School District	\$15,000
• Phoenix Union	\$75,000
• Tolleson Elementary School District	\$25,000
• Tolleson Union High School District	\$30,000

On the following pages is a list of current member in the Consortium who potentially may wish to utilize this contract. Other public entities in Arizona may be added during the term of the contract by SAVE with the approval of the lead public entity and the contract vendor. The estimated volume of purchases by other public entities within SAVE have been taken into consideration by the lead public entity and all other public entities that are not members of the SAVE are prohibited from using the contract.

Strategic Alliance for Volume Expenditures

S.A.V.E. --- Cooperative Purchasing Agreements

The following agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as **February 11, 2017**.

Municipalities

City of Apache Junction
City of Avondale
City of Benson
City of Bisbee
City of Bullhead City
City of Casa Grande
City of Chandler
City of Cottonwood
City of Douglas
City of El Mirage
City of Eloy
City of Flagstaff
City of Glendale
City of Goodyear
City of Kingman
City of Maricopa
City of Mesa
City of Nogales
City of Page
City of Peoria
City of Phoenix
City of Prescott
City of Safford
City of San Luis
City of Scottsdale
City of Sedona
City of Sierra Vista
City of Somerton
City of Surprise
City of Tempe
City of Tolleson
City of Tucson
City of Willcox
City of Winslow
City of Yuma
Lake Havasu City
Town of Buckeye
Town of Camp Verde
Town of Cave Creek
Town of Chino Valley
Town of Clifton
Town of Florence
Town of Fountain Hills
Town of Gila Bend
Town of Gilbert
Town of Marana
Town of Miami
Town of Oro Valley
Town of Paradise Valley
Town of Prescott Valley
Town of Queen Creek
Town of Sahuarita
Town of Superior
Town of Wickenburg

Counties

Apache County
Cochise County
Coconino County
Gila County
Graham County
La Paz County
Maricopa County
Mohave County
Navajo County
Pima County
Pinal County
Santa Cruz County
Yavapai County
Yuma County

Higher Education / Technology Districts

Arizona State University
Arizona Western College
Central Arizona College
Central Arizona Valley Institute of Technology (CAVIT)
Cobré Valley Institute of Technology (CVIT)
Cochise County Community College District
Coconino County Community College District
Diné College
East Valley Institute of Technology (EVIT)
Gila Institute for Technology, a Joint Technology Education District (JTED)
Graham County Community College District
Maricopa Community College District
MidWestern University (Glendale campus)
Mohave Community College
Mountain Institute JTED
Northeast AZ Tech Institute of Voc Ed
Northern Arizona University
Pima Association of Governments (PAG)
Pima Community College
Pima County Joint Technology District #11 (JTED)
Pima Prevention Partnership dba Pima Partnership Academy, Pima Partnership High School & Phoenix Collegiate High School
University of Arizona
Western Arizona Vocational Educ (W.A.V.E.), a Joint Technology Education District #50
Yavapai College

Political Agencies

Arizona School for the Deaf and the Blind
Arizona Supreme Court
Central Arizona Project
Housing Authority of Maricopa County
Maricopa Association of Governments
Maricopa Integrated Health System
Regional Transportation Authority (RTA)
Superior Court of Arizona, Maricopa County
Tucson Airport Authority

Valley Metro Regional Public Transit Authority
Phoenix-Mesa Gateway Airport Authority

Fire Districts

Central Yavapai Fire District
Drexel Heights Fire District
Fire District of Sun City West
Mt. Lemmon Fire District
Northwest Fire District
Superstition Mtn Community Facilities District
Sun City West Fire District

Misc. Agencies

Central Arizona Water Conservation District (CAWCD)
North Country Community Health Center
Pima County School Reserve Fund

School Districts

Agua Fria Union High School District # 216
Ajo Unified School District #15
Alhambra Elementary School District # 68
Altar Valley School District #51
Amphitheater Unified School District #10
Antelope Union High School #50
Apache Junction Unified School District # 43
Arlington Elementary School District #47
Ash Fork Joint Unified School District
Avondale Elementary School District #44
Balsz Elementary School District #31
Beaver Creek School District #26
Benson Unified School District #9
Bisbee Unified School District #2
Blue Ridge Unified School District #32
Bonita School District #6
Bouse Elementary School District
Buckeye Elementary School District #33
Buckeye Union High School District #201
Bullhead City Elementary School District #15
Camp Verde Unified School District #28
Cartwright Elementary School District #83
Casa Blanca Middle School dba Vah Ki Middle School
Casa Grande Elementary School District
Casa Grande Union High School District
Catalina Foothills Unified School District #16
Cave Creek Unified School District #93
Cedar Unified School District #25
Chandler Unified School District # 80
Chinle Unified School District #24
Chino Valley Unified School District #51
Clarkdale-Jerome School District #3
Coconino County Regional Accommodation District #99
Colorado River Union High School District
Concho Elementary School District #6
Continental Elementary School District #39
Coolidge Unified School District #21
Cottonwood-Oak Creek School District #6
Crane Elementary School District # 13
Creighton School District #14
Deer Valley Unified School District #97
Double Adobe Elementary School District #45
Douglas Unified School District #27
Duncan Unified School District

Dysart Unified School District # 89
Eloy Elementary School District #11
Elfrida Elementary School District #12
Flagstaff Unified School District # 1
Florence Unified School District # 1
Flowing Wells Unified School District #8
Fort Huachuca Accommodation School District
Fort Thomas Unified School District #7
Fountain Hills Unified School District #98
Fowler Elementary School District #45
Gadsden Elementary School District # 32
Ganado Unified School District #20
Gila Bend Unified Schools
Gilbert Unified School District #41
Glendale Elementary School District #40
Glendale Union High School District
Globe Unified School District #1
Grand Canyon Unified School District #4
Hackberry Elementary School District #3
Heber-Overgaard Unified School District #6
Higley Unified School District #60
Holbrook Unified School District #3
Horizon Community Learning Center / Horizon
Charter School
Humboldt Unified School District #22
Hyder Elementary School District #6
Indian Oasis-Baboquivari School District #40
Isaac Elementary School District # 5
J.O. Combs Elementary School District #44
Joseph City Unified School District #2
Kayenta Unified School District #27
Kin Dah Lichi'! Olta, Inc.
Kingman Unified School District #20
Kyrene Elementary School District #28
Lake Havasu Unified School District # 1
Laveen Elementary School District #59
Liberty Elementary School District #25
Litchfield Elementary School District #79
Littlefield Unified School District #9
Littleton Elementary School District #65
Madison Elementary School District #38
Maine Consolidated School District
Mammoth-San Manuel Unified School District #8
Marana Unified School District #6
Maricopa Regional School District #509
Maricopa Unified School District
Mary C. O'Brien ASD
Mayer Unified School District #43
Mesa Unified School District # 4
Miami Unified School District #40
Mingus Union High School District #4
Mobile Elementary School District #86
Mohave Valley Elementary School District #16
Mohawk Valley School District # 17
Morenci Unified School District #18
Morristown Elementary School District #75
Murphy Elementary School District #21
Naco Unified School District #9
Nadaburg Elementary District #81
Nogales Unified School District # 1
Osborn Elementary School District #8
Page Unified School District #8

Palominas Elementary School District #49
Palo Verde Elementary School District #49
Paradise Valley Unified School District #69
Parker Unified School District #27
Patagonia Elementary School District #6
Patagonia Union High School District #92
Payson Unified School District #10
Peach Springs Unified School District #8
Pendergast School District #92
Peoria Unified School District #11
Phoenix Elementary School District # 1
Phoenix Union High School District #210
Picacho Elementary School District #33
Pima Unified School District #6
Pine Strawberry Elementary School District #12
Pinon Unified School District #4
Pomerene Elementary School District #64
Prescott Unified School District #1
Quartzsite Elementary School District #4
Queen Creek Unified School District # 95
Ray Unified School District #3
Red Mesa Unified School District #27
Riverside Elementary School District #2
Roosevelt Elementary School District # 66
Round Valley Unified School District #10
Sacaton Elementary School District #18
Saddle Mountain Unified School District #90
Safford Unified School District #1
Sahuarita Unified School District #30
San Carlos Unified School District #20
Sanders Unified School District #18
San Simon Unified School District #18
Santa Cruz Valley Unified School District #35
Santa Cruz Valley Union High School District #840
Scottsdale Unified School District # 48
Sedona-Oak Creek Unified School District #9
Seligman Unified School District #40
Sentinel Elementary School District #71

Shonto Preparatory Schools
Show Low Unified School District #10
Sierra Vista Unified School District # 68
Snowflake Unified School District #5
Somerton Elementary School District #11
Stanfield Elementary School District #24
St. David Unified School District #21
St. Johns Unified School District
Sunnyside Unified School District #12
Superior Unified School District #15
Tanque Verde Unified School District #13
Tempe Elementary School District # 3
Tempe Union High School District # 213
Thatcher Unified Schools
Toltec Elementary School District #22
Tolleson Elementary School District #17
Tolleson Union High School District # 214
Tombstone Unified School District #1
Tuba City Unified School District #15
Tucson Unified School District
Union Elementary School District #62
Vail Unified School District #20
Valley Union High School District #22
Vernon Elementary School District
Washington Elementary School District # 6
Wellton Elementary School District #24
West-MEC District #402
Whiteriver Unified School District #20
Wickenburg Unified School District #9
Willcox Unified School District
Williams Unified School District #2
Wilson Elementary School District #7
Window Rock Unified School District #8
Winslow Unified School District #1
Young Public School District
Yuma Elementary School District # 1
Yuma Union High School District # 70



CHANDLER UNIFIED SCHOOL DISTRICT #80
Table of Contents
RFP #01-18-22

Table of Contents

<u>Section</u>	<u>Page</u>
Uniform Instructions to Offerors.....	7
Uniform General Terms and Conditions.....	12
Special Terms and Conditions.....	19
Evaluation Criteria.....	22
Scope of Services.....	23
Cost Form	24
Amendment Acknowledgement.....	25
Performance Evaluation Survey	26
Offer and Acceptance Form	27
Non-Collusion Affidavit.....	28
Compliance Statement.....	29
Mailing Label.....	30
I.R.S. W-9 Form.....	31

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>

Arizona School District Procurement Rules in the Arizona Administrative code is available at:
<http://www.azsos.gov/rules/arizona-administrative-code>

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



UNIFORM INSTRUCTIONS TO OFFERORS

1. 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 an Offeror to submit as part of the Proposal.
- B. **“Contract Amendment”** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
- C. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- D. **“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.
- E. **“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.
- F. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- G. **“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.

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim; provided however that a mistake in a proposal may be corrected as permitted by A.A.C. R7-2-1030.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Proposal and not be opened until after the Proposal due date and time.
- D. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. **No Right to Rely on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.
- F. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- G. **Pre-Proposal Conference.** If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.



UNIFORM INSTRUCTIONS TO OFFERORS

- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Proposal Preparation

- A. Forms. A Proposal 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 Proposal should be typed or in ink, unless the District elects to allow or require electronic submissions. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals 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 Proposal, unless the District elects to allow or require electronic submissions.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Proposal.
- H. Federal Excise Tax. School District is exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- J. Identification of Taxes in Proposal. School District is subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal 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.



UNIFORM INSTRUCTIONS TO OFFERORS

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 Offerors

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Proposal

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds, unless the District elects to allow or require electronic submissions. 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 proposals 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 Proposal shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designed in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.
- D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District pursuant to R7-2-1006. If an Offeror believes that information in its Proposal 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, but the District cannot guarantee that such information shall be determined to be confidential. 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 Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or agreement with a third party, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. The Offeror did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; 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 proposal, 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



UNIFORM INSTRUCTIONS TO OFFERORS

4. By submission of this proposal, 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 Proposal 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 tax or use tax of a political subdivision of this State shall not be a factor in determining the lowest offeror. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be one hundred twenty (120).
- F. Payment. Payments shall comply with the requirements of A.R.S. Sections 35-341 and 35-342, 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 reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Proposals or portions thereof; or
 3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or by an incremental award, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.
- B. Contract Commencement. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the District with the Procurement Officer's 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 Proposal. A notice of award or recommendation by the District's Governing Board of its intent to award prior to acceptance and execution by the Procurement Officer shall not constitute acceptance of the Offer. The District's Procurement Officer shall not formally accept or execute an Offer until all requisite formalities of the solicitation process have been complied with.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract and unless approval is contingent upon the approval of the District Governing Board.



UNIFORM INSTRUCTIONS TO OFFERORS

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, Frank Fletcher.

A. 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.
6. The interested party shall supply promptly any other information requested by the district representative.

B. 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.

C. In cases other than those covered in section B of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.

D. 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. Pursuant to A.A.C. R7-2-1144, the District Representative may stay all or part of the procurement.



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 Parole 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. Pursuant to A.R.S. § 35-214 at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.



UNIFORM GENERAL TERMS AND CONDITIONS

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Sections 35-341 and 35-342, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District.
- 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 for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds. Under A.A.C. R7-2-1092, the Contract shall be terminated if funds are not appropriated or otherwise made available in subsequent fiscal years.

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.

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. The School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence. This obligation shall survive termination of this Contract.



UNIFORM GENERAL TERMS AND CONDITIONS

- C. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. This obligation shall survive termination of this Contract.
- 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 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.

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 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 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.



UNIFORM GENERAL TERMS AND CONDITIONS

- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District.
- E. 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 the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. School District Contractual Remedies

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



UNIFORM GENERAL TERMS AND CONDITIONS

8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
 3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District 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 AAC R7-2-1155 through R7-2-1181 and rules adopted there under.

10. Integrity of Proposal

By signing this Proposal, the Offeror affirms that the Offeror 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 in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted proposal or any resulting contract.



UNIFORM GENERAL TERMS AND CONDITIONS

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.

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. 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.

14. Clarifications

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

15. Confidential/Proprietary Information

Confidential information request: If Offeror believes that its Proposal 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 of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror 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.

Public record: All Proposals submitted in response to this solicitation shall become the property of the School District. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official by appointment.

16. Registered Sex Offender Restriction:

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



UNIFORM GENERAL TERMS AND CONDITIONS

17. Cooperative Purchasing:

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements for school districts. Strategic Alliance for Volume Expenditures (SAVE) is a group of schools/public entities who have signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by a selected eligible School District for the benefit of all eligible School Districts/public entities.

- A. An eligible School District/public entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other vendor for the same or similar products, materials, and/or services.
- B. The eligible School District/public entity shall:
 1. Insure that Purchase Orders issued against eligible Consortium Contracts are in accordance with terms and prices established in the Consortium Contract.
 2. Make timely payment to the Consortium Contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible School District shall be the exclusive obligation of the School District.
 3. Be responsible for the ordering of the materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible School District/public entity, and the eligible School District/public entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible School District.
 4. The exercise of any rights or remedies by the eligible School District/public entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.



SPECIAL TERMS AND CONDITIONS

1. District Representative

In accordance with A.A.C. R7-2-1042(A.1.s), and the "Uniform Instructions to Offerors", the District Representative is Michelle Uhlom, Buyer. Email Uhlom.Michelle@cusd80.com

2. Purpose

Pursuant to provisions of the School District Procurement Rules, the Chandler Unified School District intends to establish contract to obtain Legal Bond Counsel Services for the District on an as needed basis. The school districts below have expressed an interest in participating in this solicitation. Other SAVE members may participate in this contract per the terms and conditions listed in this solicitation. The District does not guarantee any set dollar amount for the duration of this contract.

- Avondale Elementary School District
- Cartwright School District
- Deer Valley Unified School District
- Florence Unified School District
- Liberty Elementary School District
- Madison Elementary School District
- Marana Unified School District
- Pendergast School District
- Peoria Unified School District
- Phoenix Union
- Tolleson Elementary School District
- Tolleson Union High School District

3. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase, however funds are not currently available. Any contract awarded under this proposal will be conditioned upon the availability of funds.

4. Contract Type

Fixed price, term.

5. Terms of Award

It is the intent of the District to award a multi-term contract. The initial contract term shall be one year beginning July 1, 2017 with expiration date of June 30, 2018. 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 (4) one year contracts ending in the year 2022. However, no contract exists unless and until a purchase order is issued each fiscal year. A multi-term contract is being used for this procurement because such a contract will serve the best interest of the District by encouraging effective competition and promoting economics in the District procurement.

6. Contract Award

It is anticipated that a contract under this RFP will be awarded to multiple vendors. As there were twelve districts from around the State of Arizona that responded to the survey expressing an interest in this solicitation, there is a need for availability of representation across multiple locations. A multiple award shall be limited to the least number of vendors necessary to meet the requirements of the responding districts.

7. Termination for Convenience

The School District/Public Entity reserves the right to terminate the Contract, in whole or part at any time, when in the best interests of the School District/Public Entity without penalty recourse.

8. Evaluation

In accordance with the School District Procurement Rules, Competitive Sealed Proposals, awards shall be made to the responsive responsible offeror whose proposal is determined in writing to be the most advantageous to the District taking into consideration the evaluation factors set forth in the Request for Proposals.



SPECIAL TERMS AND CONDITIONS

9. Award Basis

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. The District shall not consider partial offers for award of contract under this RFP. The District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047. If a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation, or is unable to hold proposal price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next lowest ranked vendor.

10. Pricing

Prices **shall be firm** for the term of the contract. Prices as stated must be complete for the services proposed and shall include all associated costs. **Do not** include sales tax on any item in the Proposal.

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

11.. Clarification/Discussions

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

Discussions: After the initial receipt of proposals, the District reserves the right to conduct discussions with those offerors whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between the District and offeror are conducted for the purpose of clarifications involving information essential for determining the acceptability of a proposal or that provides offeror an opportunity to revise or modify its proposal. The District will not help offeror bring its proposal up to the level of other proposals through discussions. The District will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

12. Insurance

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

13. Best and Final Offers

If discussions are conducted pursuant to R7-2-1047, the District shall issue a written request for best and final offers. If offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer.

14. Confidential Information

Submittal of Confidential Information: If applicable, vendor shall identify any information considered proprietary data or trade secrets as confidential and submit with their Proposal in a **separate envelope marked "Confidential"**. Sufficient explanation must be included so the District can determine if the information should be considered confidential. Refer to Uniform General Terms and Conditions, page 17 paragraph 15 for additional information.

Pricing: The District will not consider pricing to be confidential or proprietary.

Public Record: All proposals submitted in response to this solicitation shall become the property of the District. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the District.

15. Contract

The resultant contract shall bind the offeror to furnish and deliver goods or services at the prices, and in accordance with, the conditions of this solicitation. If the offeror will require the District to sign an additional contract, then a copy of the contract shall be included with the proposal. In the event of a conflict between the requirements of this solicitation and the proposed contract, the terms and conditions of the solicitation will take precedence.



SPECIAL TERMS AND CONDITIONS

16. Acknowledgement of Amendments

Any amendments made to this solicitation will be in writing from the District. Amendments will be posted on www.azpurchasing.org and vendors will be notified via www.azpurchasing.org website. In accordance with A.A.C. R7-2-1042(a.1.b), Offeror shall acknowledge receipt of all amendments by signing and submitting the amendment acknowledgement form, on page 25, with the proposal.

17. Question and Answer Period

All questions related to this solicitation shall be in writing and emailed to Michelle Uhlorn at Uhlorn.Michelle@cusd80.com. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions shall be responded to as soon as possible. Emails should refer to RFP number and title in the subject line. Questions should be listed in consecutive order, from beginning to end, following the organization of this RFP. Each question should begin by referencing the RFP page number and section number to which it relates. Questions will not be accepted after Wednesday, May 10th at 2 pm local time.

18. Rights

The Chandler Unified School District reserves the right to accept or reject any or all proposals or all parts thereto, to waive any informality in any Proposal and to reject the Proposal of any individual or firm who has been delinquent or unfaithful in the performance of any Contract with the District.

19. Evaluation Schedule

The proposals will be initially evaluated for conforming to the requirements for the RFP. Then a technical score will be given. The District reserves the option to enter into discussions on pricing and/or other portions of the proposal, and may request Best and Final offers if it is determined to be in the District's own best interest. However, offering firms are cautioned that the District may proceed with an award on the basis of information received in the original proposal without calling for additional discussions or Best and Final offers. The following schedule is tentative:

RFP Released	April 27, 2017
RFP Due Date and Time	May 19, 2017 at 11 am
RFP Evaluated	Begins after closing
RFP Best & Final (if necessary)	TBD
RFP Awarded (on or before)	June 28, 2017
Notice of Award Letters (on or before)	June 29, 2017

20. Evaluation Criteria

In accordance with the School District Procurement Rules, competitive sealed proposal awards shall be made to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the District taking into consideration the evaluation factors set forth in the RFP.

- A. Firm's demonstrated competence and qualifications to perform the required services and ability to meet schedule set by District. (40 points)
- B. Cost factors. (35 points)
- C. Firm's experience representing school districts or other governmental bodies such as a municipality or university. (25 points)

21. Submission Requirements

Sealed proposals must be addressed to: Chandler Unified School District, Purchasing Department, 1525 West Frye Road, Chandler, AZ 85224 with the minimum information listed below. Telephone or facsimile proposals are not accepted. Each vendor must supply three (3) full copies of each proposal, **ONE (1) MARKED AS THE ORIGINAL**, as well as an **electronic copy** of proposal. The information below must be submitted to the location stated on the cover page of this document on or before the due date and time.

- Signed Notice of Request for Proposal – cover page
- Completed Cost Form – page 24
- Offer and Acceptance Form– with original signature – page 27
- Non-Collusion Affidavit – signed and notarized – page 28
- Compliance Statement – page 29
- Performance Evaluation Survey from up to three (3) past clients received prior to close of business on May 18, 2017
- Amendment Acknowledgement Form – page 25 (if applicable)
- W9 – page 31



EVALUATION CRITERIA

In accordance with the School District Procurement Rules, Competitive Sealed Proposal awards shall be made to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the District taking into consideration the evaluation factors set for in the Request for Proposal.

Vendor Name: _____

Evaluator Name: _____

Item	Evaluation Criteria	Possible Points	Awarded Points
A.	Firm's demonstrated competence and qualifications to perform the required services and ability to meet schedule set by District.	40	
B.	Cost factors.	35	
C.	Firm's experience representing school districts or other governmental bodies such as municipality or university.	25	
	Total Points	100	

To evaluate the cost portion of the above criteria, the District may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: $(\text{Lowest Priced Offer} / \text{Evaluated Firm's Price}) \times \text{Points Possible} = \text{Evaluation Points}$.



SCOPE OF SERVICES

1. The Chandler Unified School District #80 will receive sealed proposals from firms interested in being retained by the District as Legal Bond Counsel relating to the authorization and issuance of School Improvement Bonds.
2. It is expected that the firm that is retained by the District as Legal Bond Counsel shall enter into a contract with the District to provide the required services at a fair and reasonable compensation. For such compensation the firm shall be expected to:
 - A. Provide guidance in the preparation of the bond and override election ballot, including visitation to the District office if required or requested by District staff.
 - B. Prepare all necessary documents to call and canvas the election.
 - C. Prepare all legal documents in regards to the bond and override election, and subsequent issuance of school improvement or refunding bonds.
 - D. Prepare a submission as concerns the bond election for the United States Department of Justice, Civil Rights Division.
 - E. Advise the School District in connection with official statement or other disclosure document related to the Bond.
 - F. Provide guidance and assistance as required with District's compliance with continuing disclosure undertakings.
 - G. Render the opinion of Legal Bond Counsel.
3. Firms submitting proposals shall have the following information included in their proposals and in the order listed herein. Provide three (3) copies of the proposal with "**ORIGINAL**" marked on the original and one (1) electronic copy.
 - A. A review of the past municipal bond experience of the firm, and the specific work experience of the attorney(s) who will be assigned to the District.
 - B. A review of the past Arizona School District experience of the firm, and the individual(s) who would be assigned to the District.
 - C. Listing(s) of all Arizona School District bond financings concluded in the past three years in which the firm acted as Legal Bond Counsel.
 - D. Description of firm's services related to the bond election and sale process.
 - E. Provide a detailed schedule of fees stipulating the basic fee determination (percentage or flat fee) for each sale of new money bonds; additional fees beyond those contained in the basic fee proposal must be described.
 - F. Provide a detailed schedule of fees stipulating the basic fee determination (percentage or flat fee) for refunding bonds, additional fees beyond those contained in the basic fee proposal must be described.
 - G. Provide fixed dollar price or price per bond (increment of 1,000) based on the type and size financing shown in the cost form.



COST FORM

Provide fixed flat fee per denoted bond limits for type of financings shown.

	Up to 9,999 Million	10 to 24,999 Million	25 to 49,999 Million	50 to 74,999 Million	75 to 99,999 Million	100 Plus Million
New General Obligation Bonds						
Fee						
Refinancing General Obligation Bonds						
Fee						
New Certificates of Participation (Lease Purchase)						
Fee						
Refinancing Certificates of Participation (Lease Purchase)						
Fee						

If charging for additional services, please provide detailed pricing.

Would you be willing to allow other members of the "SAVE" to piggy-back and purchase from the contract if awarded through this RFP*?

Yes No

*Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of the SAVE, to offer other members the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.

Name of Company Proposing

Date Signed

Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with Company

Mailing Address

City

State

Zip



CHANDLER UNIFIED SCHOOL DISTRICT #80
PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224

Amendment Acknowledgement Form RFP #01-18-22 Legal Bond Counsel

This page is used to acknowledge any and all amendments that might be issued. If no amendment is issued, you do not return this page. Your signature indicates that you took the information provided in the amendment into consideration when providing your response.

Please sign and date each Amendment line as applicable.

Amendment No.1 Acknowledgement _____ Date: _____
Signature

Amendment No.2 Acknowledgement _____ Date: _____
Signature

Amendment No.3 Acknowledgement _____ Date: _____
Signature

Amendment No.4 Acknowledgement _____ Date: _____
Signature

Signature

Date



PERFORMANCE EVALUATION SURVEY

RFP #01-18-22

Top portion is to be completed by the vendor. Bottom portion is to be completed by the past clients and emailed directly to Uhlorn.Michelle@cusd80.com by end of business on May 18, 2017.

Company Being Surveyed: _____
Subject: _____ Legal Bond Counsel _____

To Whom It May Concern:

Chandler Unified 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 responsible procurement of the above firm.

The company listed above has chosen to participate in this solicitation. They have listed you as a client that they have provided goods/services for in the past. Both the company and Chandler Unified School District would greatly appreciate you taking a few minutes to complete the questionnaire.

Please evaluate the performance of the vendor (10 meaning always satisfied and have no question about using again, 5 meaning Sometimes satisfied, and 1 meaning you are very Dissatisfied and would not use them again). If you do not have past performance in a particular area, leave it blank.

No.	Criteria	Points	Score
1	Ability to maintain schedule	(1-10)	
2	Quality of goods/services	(1-10)	
3	Close out process (invoicing, no unexpected fees)	(1-10)	
4	Communication with District	(1-10)	
5	Ability to follow District rules, regulations and requirements	(1-10)	
6	Overall customer satisfaction (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 email this questionnaire to Chandler Unified School District attention Uhlorn.Michelle@cusd80.com.

Company Name

Phone Number

Printed Name

Title

Signature

Date



CHANDLER UNIFIED SCHOOL DISTRICT #80

PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7000

**OFFER AND ACCEPTANCE
RFP #01-18-22**

The Undersigned hereby submits the Proposal/Proposals 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 Proposal/Proposals.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Proposal, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

E-Mail: _____

_____ Company Name

_____ Signature of Person Authorized to Sign Proposal

_____ Address

_____ Printed Name

City State Zip

_____ Title

CERTIFICATION

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

1. The submission of the Proposal 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 Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, 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 proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. By submission of this proposal, 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.

ACCEPTANCE

The Proposal 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 Proposal as accepted by the School District.

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

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

Awarded this _____ day of _____ 20____

Authorized Signature



CHANDLER UNIFIED SCHOOL DISTRICT #80

PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7000

COMPLIANCE STATEMENT RFP #01-18-22

Vendors/Contractors requesting to do business with Chandler Unified School District and accepting a purchase order for supplies or services **MUST sign** below verifying compliance with the identified state laws, in order for the transaction to take place. Failure to maintain compliance with these provisions will be considered a material breach of contract subject to penalties up to and including termination of the contract.

1. Federal Immigration and Nationality Act

By submitting and offer or renewing a contract with Chandler Unified School District, the signer warrants that it and all proposed subcontractors are in compliance with: 1) 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. The signer shall obtain statements from all subcontractors certifying compliance with this requirement and shall furnish the statements to the District Procurement Officer upon request.

2. Terrorism Country Divestments

In accordance with A.R.S. § 35-392, Chandler Unified School District is prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into a contract, a vendor/contractor warrants compliance with the Export Administration Act.

3. Contracting; Prohibition; Exception

In accordance with A.R.S. § 35-393.01, a public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. This does not apply if the company offers to provide the services, supplies, information technology or construction for at least twenty percent less than each other qualified company or if the contract is less than one thousand dollars.

4. Fingerprint Clearance Card Requirement

A contractor, subcontractor or vendor who is contracted to provide services on a regular basis on District property must obtain a valid fingerprint clearance card pursuant to A.R.S. 41-1758 et. seq. The superintendent may exempt from this requirement a contractor; subcontractor or vendor whom the superintendent has determined is not likely to have independent access or unsupervised contact with students as a part of the contractor's normal job duties while performing service to a school or the district. The signer warrants compliance with this law. Fingerprints can be provided through your local law enforcement agency.

_____ If the signer is requesting exempt status, initial here and submit attached Exemption Justification Form with the Compliance Statement. **(If you are an out-of-state vendor or only deliver to the warehouse, do not initial this statement.)**

Vendor/Contractor acknowledges that the School district retains the legal right to inspect the papers of any contractor, subcontractor, vendor or employee of same who works on the contract to ensure compliance with the above requirements. The vendor/contractor shall facilitate this inspection process by giving prior notice to their employees and supervisors.

Company Name

Authorized Company Signature

Date

Printed or Typed Name Above

Phone Number

Title

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER

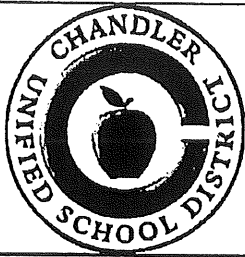
SEALED PROPOSAL

Submitted by:
Company Name:
Address:
City, State, Zip:

RFP #01-18-22 Legal Bond Counsel
Due Date: May 19, 2017 at 11 am local time

Chandler Unified School District #80
Attn: **Purchasing**
1525 West Frye Road
Chandler, AZ 85224

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER



CONTRACT AMENDMENT
CHANDLER UNIFIED SCHOOL DISTRICT #80
PURCHASING OFFICE
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7615

CONTRACT NUMBER: RFP 01-18-22 LEGAL BOND COUNSEL

AMENDMENT NUMBER: 01

VENDOR: GREENBERG TRAURIG, LLP
2375 E CAMELBACK ROAD
PHOENIX, AZ 85016
ATTN: MICHAEL CAFISO

ISSUE DATE: FEBRUARY 16, 2018

THE REFERENCED CONTRACT IS AMENDED AS FOLLOWS

In accordance with RFP 01-18-22, the above referenced contract LEGAL BOND COUNSEL is extended through June 30, 2019.

All other terms and conditions of the contract remain in their entirety.

If you are in agreement, please sign in the appropriate space below and return to the Purchasing office no later than March 2, 2018.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY

Contractor hereby acknowledged receipt of the agreement with the Amendment. A signed copy must be filed with the above agency.

Paul Gates

Authorized Signature

Paul Gates

Printed Name

OF Counsel

Title

The above referenced contract Amendment is hereby executed.

Frank Fletcher

Authorized Signature (District)

ORIGINAL

RESPONSE

TO

REQUEST FOR PROPOSAL #01-18-22

FOR

LEGAL BOND COUNSEL

TO

CHANDLER UNIFIED SCHOOL DISTRICT NO. 80
OF MARICOPA COUNTY, ARIZONA,
BEING DONE AS A MEMBER OF
THE STRATEGIC ALLIANCE FOR VOLUME EXPENDITURES (SAVE)

FIRM NAME: GREENBERG TRAUIG, LLP
ADDRESS: 2375 East Camelback Road, Suite 700
Phoenix, Arizona 85016
PHONE: (602) 445-8451
CONTACT PERSON: Michael Cafiso, Esq.
DATE/TIME OF SUBMISSION: May 19, 2017/11:00 A.M.
PERIOD PROPOSAL IS EFFECTIVE: For As Long As The District Determines
FEDERAL TAXPAYER
IDENTIFICATION NUMBER: 13-361083

Michael Cafiso
(602) 445-8451
CafisoM@GTLaw.com

May 19, 2017

**BY MESSENGER (ONE MARKED ORIGINAL
AND TWO COPIES) AND BY E-MAIL**

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
1525 West Frye Road
Chandler, Arizona 85224
Attn: RFP #01-18-22

Re: Request for Proposal #01-18-22 (Legal Bond Counsel)

Ladies and Gentlemen:

We are pleased to submit the response of our firm, Greenberg Traurig, LLP, to the captioned Request for Proposal as it relates to the provision of services as "Legal Bond Counsel" (the "Request"), for consideration by the Governing Board of Chandler Unified School District No. 80 of Maricopa County, Arizona (the "District"). The Signed Notice of Request for Proposal, the Completed Cost Form, the Offer and Acceptance, the Non-Collusion Affidavit and the Compliance Statement required by the Request are included as Appendices hereto; except for the following introductory material, the balance of our response follows the outline of requirements in the Request. *(Detailed information concerning the firm's background and experience are included herein. We have limited the review of our experience to that in Arizona rather than all of the offices of the firm because we believe that to be more relevant under the circumstances. We would be glad to provide a review of our experience nationwide if you would like that information.)*

The firm was founded in 1967 with three attorneys and now has approximately 2,000 attorneys working in 38 offices in the United States, Latin America, Europe, Asia and the Middle East. Additional detail can be found at the firm's website – www.gtlaw.com.

ALBANY
AMSTERDAM
ATLANTA
AUSTIN
BERLIN*
BOCA RATON
BOSTON
CHICAGO
DALLAS
DELAWARE
DENVER
FORT LAUDERDALE
HOUSTON
LAS VEGAS
LONDON*
LOS ANGELES
MEXICO CITY*
MIAMI
MILAN*
NEW JERSEY
NEW YORK
NORTHERN VIRGINIA
ORANGE COUNTY
ORLANDO
PHILADELPHIA
PHOENIX
ROME*
SACRAMENTO
SAN FRANCISCO
SEOUL*
SHANGHAI
SILICON VALLEY
TALLAHASSEE
TAMPA
TEL AVIV*
TOKYO*
WARSAW*
WASHINGTON, D.C.
WESTCHESTER COUNTY
WEST PALM BEACH
*OPERATES AS GREENBERG
TRAURIG GERMANY, LLP
*OPERATES AS
GREENBERG TRAURIG MAHER LLP
*OPERATES AS
GREENBERG TRAURIG, S.C.
*STRATEGIC ALLIANCE
*OPERATES AS
GREENBERG TRAURIG LLP
FOREIGN LEGAL CONSULTANT OFFICE
*A BRANCH OF
GREENBERG TRAURIG, P.A.,
FLORIDA, USA
*OPERATES AS
GT TOKYO HORITSU JIMUSHO
*OPERATES AS GREENBERG
TRAURIG GRZESIAK SP.K.

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 2

The firm is organized around a number of practice disciplines. Such disciplines include those of a Public Finance Department which has been active since the mid-1970s and is staffed with lawyers experienced in the specialized area of public finance and who have the ability to provide the full range of professional services required by issuers (such as the District), underwriters or third parties in public finance transactions. The Public Finance Department offers clients a wide range of experience in all forms of public financing.

Four shareholders of the Tax Department of the firm are tax specialists with extensive experience in the arbitrage and private activity aspects of tax-exempt financing and are responsible for providing advice and opinions in the area of tax exemption of interest on government obligations. (Such tax specialists are assisted by the forty other tax attorneys in the firm on more general federal, state and local tax matters.) Additionally, attorneys in the other departments of the firm are available as necessary for advice and opinions on matters relating to their specific areas of focus.

The Phoenix office of the firm, located at 2375 East Camelback Road, Suite 700, Phoenix, Arizona 85016 was established on September 1, 1999, with approximately 30 lawyers who previously practiced with the law firm of O'Connor, Cavanagh, Anderson, Killingsworth & Beshears, P.A. The Phoenix office of the firm now includes about 35 lawyers.

The substantial majority of services will be provided through the Phoenix office, with assistance on federal tax matters relating to municipal bonds provided from our Philadelphia and New York offices.

The firm's federal Taxpayer Identification Number is 13-361083.

A review of the past municipal bond experience of the firm, and the specific work experience of the attorney(s) who will be assigned to the District.

Primary responsibility for legal work in connection with processing financings for the District would be undertaken by the Public Finance Department of the firm. Other departments of the firm would be called upon to provide service in connection with the activities identified in the Request based on specific aspects of a financing plan related to the area of particular expertise of that department or in which the experience of attorneys in that department can best be utilized. Such interdepartmental relationships assure the staff and consultants of the District that attorneys with the requisite knowledge and experience are working on financings of the District and that quality control is maintained because of such relationships.

For example, the firm has extensive experience in tax law matters affecting borrowings by entities such as the District, particularly those relating to Section 103 of the

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 3

Internal Revenue Code and the related Treasury regulations and rulings, including arbitrage compliance. As noted above, four shareholders in the Tax Department of the firm practice exclusively in the tax law area of public finance and are involved in tax-exempt financings in which the firm participates as Bond/Special Counsel. Because tax-exempt financing decisions are so affected by federal tax code considerations, such tax attorneys are involved at the outset of a transaction to control the quality of advice being given in this area and to explore financing possibilities and alternatives that offer tax advantages while avoiding tax pitfalls. Such tax attorneys also prepare tax documents such as arbitrage certificates, rebate covenants and IRS 8038 forms and provide guidance to the issuer on available rebate exemptions and all aspects of rebate calculations.

For the past several years, the firm has ranked among the top Bond/Special Counsel and Underwriter's Counsel firms in the nation according to the ranking criteria developed by The Bond Buyer's Municipal Marketplace, a nationally recognized municipal finance publication. Set forth below are the firm's national and Arizona rankings:

Bond Counsel: In 2016, GT ranked 17th nationally with 142 long-term tax-exempt public offerings for \$5.7 billion in aggregate principal amount. GT ranked 2nd in Arizona for the same period with 46 long-term tax-exempt public offerings for \$1.7 billion in aggregate principal amount.

Underwriter's Counsel: In 2016, GT ranked 9th nationally with 127 long-term tax-exempt public offerings for \$7.1 billion in aggregate principal amount. GT ranked 1st in Arizona for the same period with 59 long-term tax-exempt public offerings for \$2.6 billion in aggregate principal amount.

Disclosure Counsel: In 2016, GT ranked 7th nationally with 43 long-term tax-exempt public offerings for \$4.3 billion in aggregate principal amount. GT ranked 1st in Arizona for the same period with seven long-term tax-exempt public offerings for \$159.4 million in aggregate principal amount.

The firm and the members of the Public Finance Department have advised numerous governmental issuers and underwriters in all phases of general obligation, special assessment and revenue bond financings, including private activity bonds.

The members of the Public Finance Department resident in the Phoenix office of the firm have acted as Bond/Special Counsel or Underwriter's Counsel with respect to tax-exempt bond issues in almost every state in the United States. In addition to numerous educational districts (see below) and other special districts, such members, in such capacity, have acted as Bond/Special Counsel in Arizona to, among others, the Cities of Apache Junction,

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 4

Avondale, Benson, Bisbee, Bullhead City, Coolidge, Cottonwood, El Mirage, Eloy, Flagstaff, Glendale, Globe, Holbrook, Kingman, Maricopa, Nogales, Page, Peoria, Phoenix, Prescott, Safford, Sedona, Show Low, Sierra Vista, Somerton, Surprise, Williams, Winslow and Yuma and the Towns of Camp Verde; Carefree, Cave Creek, Chino Valley, Clarkdale, Eagar, Florence, Fountain Hills, Gila Bend, Gilbert, Guadalupe, Jerome, Marana, Miami, Oro Valley, Pinetop-Lakeside, Prescott Valley, Quartzsite, Queen Creek, Sahuarita, Snowflake, Springerville, Wickenburg and Youngtown. Such members, in such capacity, have also acted as Bond/Special Counsel to the Counties of Apache, Cochise, Coconino, Gila, Graham, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pima, Pinal and Santa Cruz. Acting in such capacities has provided the experience necessary to provide the District with the legal services described in the Request.

The firm is committed to being involved in public finance in Arizona. The firm attempts to improve for its clients the process of financing in the public sector by being active in matters affecting the laws relating to public finance. For instance, the attorneys in the Public Finance Department of the firm are involved in efforts to comment on proposed changes to state and federal tax and securities laws, those laws which most affect public finance transactions. The firm is also actively involved in monitoring bills in the Arizona Legislature and has, through lawyers in the both the Public Finance Department and the Governmental Affairs Department of the firm, assisted in drafting and revising legislation, providing lobbying efforts and performing other tasks, as requested, as part of the legislative process. Most recently, for instance, Mr. Cafiso and Mr. Gales drafted and assisted in passage and adoption of legislation in 2016 and 2017 which liberalized the use of premium generated in general obligation bond sales for both new money and refunding purposes.

Primary responsibility for legal work in connection with financings for the District would be undertaken by Mr. Michael Cafiso and Mr. Paul Gales, two of the attorneys in the Public Finance Department of the firm resident in the Phoenix office. Other attorneys in the Public Finance Department of the firm resident in the Phoenix office (Mr. William DeHaan and Ms. Brigitte Finley Green) could be available in addition to respond to the District on an as-needed basis upon request. Other attorneys of the firm, particularly Ms. Vanessa Lowry and Ms. Linda D'Onofrio of the Tax Department of the firm in the area of federal and state tax law matters, would provide service to the District on specific aspects of the financings related to their area of particular expertise or in which their experience can best be utilized.

The following are brief resumes of personnel assigned to the District. More extensive resumes are available at the firm's website – www.gtlaw.com.

Mr. Michael Cafiso, a shareholder of the firm, received Masters of Business Administration and Juris Doctorate degrees from Emory University in Atlanta, Georgia, in 1982

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 5

and has practiced exclusively in the area of municipal finance in Arizona and Texas since graduation. Mr. Cafiso has represented issuers (as both bond and general counsel), underwriters, and other types of participants in a comprehensive variety of municipal finance transactions. Mr. Cafiso is a member of the National Association of Bond Lawyers ("NABL").

Mr. William DeHaan, a shareholder of the firm, received his Juris Doctorate degree from the University of Illinois College of Law in 1986. Mr. DeHaan's practice has focused on the area of public finance since then, serving as bond counsel, underwriter's counsel, issuer's counsel and trustee's counsel in an extensive range of municipal financings. Mr. DeHaan also is a member of NABL.

Ms. Brigitte Finley Green, a shareholder of the firm, received her Juris Doctorate degree from Arizona State University and L.L.M. from New York University School of Law. Ms. Finley Green spent two years as an attorney adviser with the Internal Revenue Service's Office of Chief Counsel where she practiced exclusively in the tax-exempt bond area and her duties included preparing treasury regulations and IRS rulings. Ms. Finley Green has experience serving as bond counsel, special tax counsel, underwriter's counsel and trustee's counsel in a variety of municipal bond and lease-purchase transactions for state and local governments. Ms. Finley Green also is a member of NABL.

Mr. Paul Gales, an associate of the firm, received his Juris Doctorate degree from the Arizona State University Sandra Day O'Connor College of Law in 2012 and has practiced exclusively in the area of municipal finance since graduation. Mr. Gales has represented issuers (as both bond and general counsel), underwriters, and other types of participants in a comprehensive variety of municipal finance transactions. Mr. Gales also is a member of NABL.

Ms. Vanessa Lowry, a shareholder of the firm, received a B.A. in Mathematics, with distinction, from Cornell University in 1985 and received her Juris Doctorate degree from the University of Pennsylvania Law School in 1988. Ms. Lowry has closed transactions in over 40 states as bond counsel, special tax counsel, underwriter's counsel, borrower's counsel and credit enhancer or bond purchaser's counsel. She specializes in the tax aspects of complex, structured financings and also has obtained rulings and handled tax audits in the public finance area. Ms. Lowry also is a member of NABL.

Ms. Linda D'Onofrio, a shareholder of the firm, received her Juris Doctorate degree from the Georgetown University Law Center in 1981 and an L.L.M. from New York University School of Law in 1985. Ms. D'Onofrio focuses her practice on the federal tax issues relating to the issuance of tax-exempt and tax credit bonds by state and local governments. Ms. D'Onofrio also is a member of NABL.

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 6

A review of the past Arizona School District experience of the firm, and the individual(s) who would be assigned to the District.

The firm, and particularly Mr. Cafiso, Mr. DeHaan and Mr. Gales, have extensive experience with respect to bond elections for school districts. School district bond elections in which Mr. Cafiso, Mr. DeHaan and Mr. Gales were involved during the period April 1, 2006, through November 8, 2016, are listed below:

<u>District</u>	<u>Year</u>	<u>Authorization Sought</u>
Chandler Unified School District No. 80 of Maricopa County, Arizona	2006	\$91,600,000
Humboldt Unified School District No. 22 of Yavapai County, Arizona	2007	\$41,000,000
J.O. Combs Elementary School District No. 44 of Pinal County, Arizona	2007	\$48,000,000
Litchfield Elementary School District No. 22 of Maricopa County, Arizona	2007	\$30,500,000
Joseph City Unified School District No. 2 of Navajo County, Arizona	2008	\$5,200,000
Heber-Overgaard Unified School District No. 6 of Navajo County, Arizona	2009	\$10,215,000
Buckeye Union High School District No. 201 of Maricopa County, Arizona	2010	\$20,000,000
Gila Bend Unified School District No. 24 of Maricopa County, Arizona	2010	\$4,900,000
Williams Unified School District No. 2 of Coconino County, Arizona	2011	\$5,000,000
Sunnyside Unified School District No. 12 of Pima County, Arizona	2011	\$88,000,000

<u>District</u>	<u>Year</u>	<u>Authorization Sought</u>
Chino Valley Unified School District No. 51 of Yavapai County, Arizona	2013	\$9,900,000
Buckeye Union High School District No. 201 of Maricopa County, Arizona	2013	\$95,000,000
Buckeye Union High School District No. 201 of Maricopa County, Arizona	2013	\$49,000,000
Litchfield Elementary School District No. 79 of Maricopa County, Arizona	2014	\$35,000,000
J.O. Combs Unified School District No. 44 of Pinal County, Arizona	2015	\$40,000,000
Chandler Unified School District No. 80 of Maricopa County, Arizona	2015	\$196,000,000
Mingus Union High School District No. 4 of Yavapai County, Arizona	2015	\$5,990,000
Gadsden Elementary School District No. 32 of Yuma County, Arizona	2015	\$10,435,000
J.O. Combs Unified School District No. 44 of Pinal County, Arizona	2016	\$36,800,000
Sierra Vista Unified School District No. 68 of Cochise County, Arizona	2016	\$28,870,000
Wickenburg Unified School District No. 9 of Maricopa and Yavapai Counties, Arizona	2016	\$10,000,000
Peoria Unified School District No. 11 of Maricopa County, Arizona	2016	\$198,000,000
Queen Creek Unified School District No. 95 of Maricopa County, Arizona	2016	\$95,000,000
Blue Ridge Unified School District No. 32 of Maricopa County, Arizona	2016	\$15,000,000

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 8

In addition, the firm, and particularly Mr. Cafiso, Mr. DeHaan and Mr. Gales, have extensive experience with respect to override elections for school districts. We would be glad to provide detail regarding experience with respect to override elections upon request.

The firm, and particularly Mr. Cafiso, Mr. DeHaan and Mr. Gales, have extensive experience in issuing opinions relative to bond issues for school districts. Mr. Cafiso, Mr. DeHaan and Mr. Gales were involved in providing the following services in that regard with respect to Arizona school district financings during the period April 1, 2012, through April 30, 2017. The listing below includes, as requested by the Request, *a listing of all Arizona School District bond financings concluded in the past three years in which the firm acted as Legal Bond Counsel (May 1, 2014, through April 30, 2017, such financings being denoted by bold and italics).*

\$11,825,000

Marana Unified School District No. 6 of Pima County, Arizona School Improvement Bonds, Project of 2010, Series B (2012)
Dated: April 4, 2012
Underwriter's Counsel

\$3,795,000

Coolidge Unified School District No. 21 of Pinal County, Arizona Refunding Bonds, Series 2012
Dated: June 7, 2012
Underwriter's Counsel

\$7,410,000

Humboldt Unified School District No. 22 of Yavapai County, Arizona Refunding Bonds Series 2012
Dated: June 7, 2012
Bond Counsel

\$44,065,000

Peoria Unified School District No. 11 of Maricopa County, Arizona Refunding Bonds, Series 2012
Dated: June 13, 2012
Bond Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 9

\$22,300,000
Agua Fria Union High School District No. 216 of Maricopa County, Arizona School
Improvement Bonds, Project of 2011, Series A (2012)
Dated: June 14, 2012
Underwriter's Counsel

\$5,220,000
Glendale Elementary School District No. 40 of Maricopa County, Arizona School Improvement
Bonds, Project of 2011, Series A (2012)
Dated: June 14, 2012
Underwriter's Counsel

\$4,895,000
Florence Unified School District No. 1 of Pinal County, Arizona Refunding Bonds, Series 2012
Dated: June 20, 2012
Underwriter's Counsel

\$2,540,000
Union Elementary School District No. 62 of Maricopa County, Arizona School Improvement
Bonds, Project of 2006, Series A (2012)
Dated: July 10, 2012
Underwriter's Counsel

\$38,000,000
Phoenix Union High School District No. 210 of Maricopa County, Arizona School Improvement
Bonds, Project of 2011, Tax-Exempt Series A (2012)
Dated: July 24, 2012
Underwriter's Counsel

\$11,780,000
Higley Unified School District No. 60 of Maricopa County, Arizona Refunding Bonds, Series
2012
Dated: August 9, 2012
Underwriter's Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 10

\$29,710,000
Gilbert Unified School District No. 41 of Maricopa County, Arizona Refunding Bonds, Series
2012
Dated: September 20, 2012
Underwriter's Counsel

\$23,400,000
Deer Valley Unified School District No. 97 of Maricopa County, Arizona School Improvement
Bonds, Project of 2008, Series D (2013)
Dated: January 9, 2013
Underwriter's Counsel

\$17,375,000
Chandler Unified School District No. 80 of Maricopa County, Arizona School Improvement
Bonds, Project of 2010, Series B (2013)
Dated: January 31, 2013
Bond Counsel

\$4,815,000
Continental Elementary School District No. 39 of Pima County, Arizona School Improvement
Bonds, Project of 2010, Series C (2013)
Dated: January 31, 2013
Underwriter's Counsel

\$46,000,000
Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds,
Project of 2012, Series A (2013)
Dated: April 16, 2013
Underwriter's Counsel

Tempe Union High School District No. 213 of Maricopa County, Arizona School Improvement
Bonds, Project of 2012
\$33,000,000 Series A (2013) And
\$12,475,000 Series B (2013)
Dated: April 18, 2013
Underwriter's Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 11

\$14,175,000
Sunnyside Unified School District No. 12 of Pima County, Arizona School Improvement Bonds,
Project of 2011, Series B (2013)
Dated: April 23, 2013
Bond Counsel

\$6,500,000
Sunnyside Unified School District No. 12 of Pima County, Arizona School Improvement Bonds,
Project of 2011, Taxable Series C (2013)
Dated: April 23, 2013
Bond Counsel

\$2,115,000
Winslow Unified School District No. 1 of Navajo County, Arizona Refunding Bonds, Series
2013
Dated: May 9, 2013
Bond Counsel

\$16,880,000
Chandler Unified School District No. 80 of Maricopa County, Arizona Refunding Bonds,
Taxable Series 2013
Dated: May 15, 2013
Bond Counsel

\$3,700,000
Thatcher Unified School District No. 4 of Graham County, Arizona School Improvement Bonds,
Project of 2012, Series A (2013)
Dated: May 16, 2013
Bond Counsel

\$32,235,000
Peoria Unified School District No. 11 of Maricopa County, Arizona Refunding Bonds, Taxable
Series 2013
Dated: May 23, 2013
Bond Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 12

\$3,535,000
Wickenburg Unified School District No. 9 of Maricopa County, Arizona Refunding Bonds,
Series 2013
Dated: May 30, 2013
Bond Counsel

\$4,750,000
Humboldt Unified School District No. 22 of Yavapai County, Arizona Refunding Bonds, Series
2013
Dated: June 5, 2013
Bond Counsel

\$2,510,000
Florence Unified School District No. 1 of Pinal County, Arizona Refunding Bonds, Series 2013
Dated: June 12, 2013
Underwriter's Counsel

\$1,900,000
Wilson Elementary School District No. 7 of Maricopa County, Arizona School Improvement
Bonds, Project of 2012, Series A (2013)
Dated: July 31, 2013
Underwriter's Counsel

\$14,325,000
Marana Unified School District No. 6 of Pima County, Arizona School Improvement Bonds,
Project of 2010, Series D (2013)
Dated: August 1, 2013
Underwriter's Counsel

\$44,200,000
Peoria Unified School District No. 11 of Maricopa County, Arizona School Improvement Bonds,
Series 2013
Dated: August 8, 2013
Bond Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 13

\$22,800,000
Glendale Union High School District No. 205 of Maricopa County, Arizona School
Improvement Bonds, Project of 2011, Series C (2013)
Dated: October 1, 2013
Underwriter's Counsel

\$41,000,000
Amphitheater Unified School District No. 10 of Pima County, Arizona School Improvement
Bonds, Project of 2007, Series D (2013)
Dated: October 2, 2013
Underwriter's Counsel

\$14,465,000
Riverside Elementary School District No. 2 of Maricopa County, Arizona School Improvement
Bonds, Project of 2011, Series C (2013)
Dated: October 24, 2013
Underwriter's Counsel

\$3,265,000
Coolidge Unified School District No. 21 of Pinal County, Arizona School Improvement Bonds,
Project of 2008, Series B (2013)
Dated: October 30, 2013
Underwriter's Counsel

\$5,105,000
Willcox Unified School District No. 13 of Cochise County, Arizona School Improvement Bonds,
Project of 2011, Series B (2013)
Dated: November 6, 2013
Underwriter's Counsel

Kyrene Elementary School District No. 28 of Maricopa County, Arizona
\$40,000,000
School Improvement Bonds, Project of 2010, Series B (2013) and
\$122,000
Certificates of Ownership of Supplemental Interest Payments Pertaining To the Bonds
Dated: November 12, 2013
Underwriter's Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 14

\$5,445,000
Balsz Elementary School District No. 31 of Maricopa County, Arizona School Improvement
Bonds, Project of 2011, Series B (2013)
Dated: November 20, 2013
Underwriter's Counsel

\$1,630,000
Murphy Elementary School District No. 21 of Maricopa County, Arizona School Improvement
Bonds, Project of 2008, Series C (2013)
Dated: December 18, 2013
Underwriter's Counsel

\$34,600,000
Deer Valley Unified School District No. 97 of Maricopa County, Arizona School Improvement
Bonds, Project of 2008, Series E (2014)
Dated: February 12, 2014
Underwriters' Counsel

\$5,400,000
Phoenix Elementary School District No. 1 of Maricopa County, Arizona School Improvement
Bonds, Project of 2010, Series B (2014)
Dated: March 6, 2014
Underwriter's Counsel

\$4,000,000
Fountain Hills Unified School District No. 98 of Maricopa County, Arizona School Improvement
Bonds, Project of 2013, Series A (2014)
Dated: March 12, 2014
Underwriter's Counsel

\$15,000,000
Saddle Mountain Unified School District No. 90 of Maricopa County, Arizona School
Improvement Bonds, Project of 2013, Series A (2014)
Dated: April 3, 2014
Underwriter's Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 15

Mesa Unified School District No. 4 of Maricopa County, Arizona
\$50,000,000
School Improvement Bonds, Project of 2012, Series B (2014) and
\$45,000,000
Refunding Bonds, Series 2014
Dated: April 16, 2014
Underwriter's Counsel

\$2,000,000
Arlington Elementary School District No. 47 of Maricopa County, Arizona School Improvement
Bonds, Project of 2013, Series A (2014)
Dated: April 16, 2014
Underwriter's Counsel

\$3,800,000
***Thatcher Unified School District No. 4 of Graham County, Arizona School Improvement
Bonds, Project of 2012, Series B (2014)***
Dated: May 7, 2014
Bond Counsel

\$21,940,000
***Chandler Unified School District No. 80 of Maricopa County, Arizona School Improvement
Bonds, Project of 2010, Series C (2014)***
Dated: June 4, 2014
Bond Counsel

\$25,795,000
***Higley Unified School District No. 60 of Maricopa County, Arizona School Improvement
Bonds, Project of 2013, Series A (2014)***
Dated: June 5, 2014
Bond Counsel

Phoenix Union High School District No. 210 of Maricopa County, Arizona
\$75,000,000
School Improvement Bonds, Project of 2011, Series C (2014) and
\$70,445,000
Refunding Bonds, Series 2014
Dated: June 12, 2014
Underwriters' Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 16

\$18,000,000
***Sunnyside Unified School District No. 12 of Pima County, Arizona School Improvement Bonds,
Project of 2011, Series D (2014)***
Dated: July 2, 2014
Bond Counsel

\$27,000,000
***Peoria Unified School District No. 11 of Maricopa County, Arizona School Improvement
Bonds, Series 2014,***
Dated: July 3, 2014
Bond Counsel

\$4,565,000
Riverside Elementary School District No. 2 of Maricopa County, Arizona School Improvement
Bonds, Project of 2011, Series D (2014)
Dated: July 16, 2014
Underwriter's Counsel

\$1,700,000
Wilson Elementary School District No. 7 of Maricopa County, Arizona School Improvement
Bonds, Project of 2012, Series B (2014)
Dated: July 29, 2014
Underwriter's Counsel

\$12,525,000
Liberty Elementary School District No. 25 of Maricopa County, Arizona School Improvement
Bonds, Project of 2013, Series A (2014)
Dated: October 1, 2014
Underwriter's Counsel

\$7,675,000
Laveen Elementary School District No. 59 of Maricopa County, Arizona School Improvement
Bonds, Project of 2008, Series B (2014)
Dated: October 2, 2014
Underwriter's Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 17

\$3,255,000

Coolidge Unified School District No. 21 of Pinal County, Arizona School Improvement Bonds,
Project of 2008, Series C (2014)
Dated: October 15, 2014
Underwriter's Counsel

\$49,550,000

Dysart Unified School District No. 89 of Maricopa County, Arizona Refunding Bonds, Series
2014
Dated: October 28, 2014
Underwriter's Counsel

\$29,525,000

Tempe Union High School District No. 213 of Maricopa County, Arizona School Improvement
Bonds, Project of 2012, Series C (2014)
Dated: November 19, 2014
Underwriter's Counsel

Agua Fria Union High School District No. 216 of Maricopa County, Arizona

\$9,300,000

School Improvement Bonds, Project of 2011, Series B (2014) And
\$18,610,000 Refunding Bonds, Series 2014
Dated: November 25, 2014
Underwriter's Counsel

\$27,765,000

Payson Unified School District No. 10 of Gila County, Arizona Refunding Bonds, Series 2014
Dated: December 10, 2014
Underwriter's Counsel

\$3,290,000

***Snowflake Unified School District No. 5 of Navajo County, Arizona Refunding Bonds, Series
2014***

Dated: December 17, 2014

Bond Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 18

Deer Valley Unified School District No. 97 of Maricopa County, Arizona
\$25,000,000
School Improvement Bonds, Project of 2013, Series A (2015) and
\$17,250,000
Refunding Bonds, Series 2015
Dated: January 28, 2015
Underwriters' Counsel

\$37,560,000
Tempe Elementary School District No. 3 of Maricopa County, Arizona School Improvement
Bonds, Project of 2009, Series C (2015) and
\$27,500,000
Refunding Bonds, Series 2015
Dated: February 11, 2015
Underwriters' Counsel

\$15,675,000
Litchfield Elementary School District No. 79 of Maricopa County, Arizona School
Improvement Bonds, Series 2015
Dated: February 19, 2015
Bond Counsel

\$34,000,000
Madison Elementary School District No. 38 of Maricopa County, Arizona School Improvement
Bonds, Project of 2014, Series A (2015) And
\$19,700,000
Refunding Bonds, Series 2015
Dated: February 25, 2015
Underwriter's Counsel

\$14,035,000
J.O. Combs Unified School District No. 44 of Pinal County, Arizona Refunding Bonds, Series
2015
Dated: March 5, 2015
Bond Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 19

Crane Elementary School District No. 13 of Yuma County, Arizona
\$10,000,000
School Improvement Bonds, Project of 2014, Series A (2015) and
\$5,570,000
Refunding Bonds, Series 2015
Dated: March 12, 2015
Underwriter's Counsel

\$25,000,000
Marana Unified School District No. 6 of Pima County, Arizona School Improvement Bonds,
Project of 2014, Series A (2014)
Dated: March 12, 2015
Underwriter's Counsel

Queen Creek Unified School District No. 95 of Maricopa County, Arizona
\$31,920,000
School Improvement Bonds, Projects of 2010 and 2014, Series 2015 and
\$6,910,000
Refunding Bonds, Series 2015
Dated: March 25, 2015
Underwriter's Counsel

\$57,165,000
***Higley Unified School District No. 60 of Maricopa County, Arizona Pledged School
Improvement and Refunding Bonds, Series 2015***
Dated: March 26, 2015
Bond Counsel

\$36,770,000
***Chandler Unified School District No. 80 of Maricopa County, Arizona Refunding Bonds, Series
2015***
Dated: March 31, 2015
Bond Counsel

\$21,000,000
Yuma Elementary School District No. 1 of Yuma County, Arizona School Improvement Bonds,
Project of 2014, Series A (2015)
Dated: April 15, 2015
Underwriter's Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 20

\$15,000,000

Cottonwood-Oak Creek Elementary School District No. 6 of Yavapai County, Arizona School Improvement Bonds, Project of 2014, Series A (2015)

Dated: April 22, 2015

Underwriter's Counsel

\$20,850,000

Sedona-Oak Creek Joint Unified School District No. 9 of Coconino and Yavapai Counties, Arizona Refunding Bonds, Series 2015

Dated: April 22, 2015

Underwriter's Counsel

\$21,715,000

Florence Unified School District No. 1 of Pinal County, Arizona Refunding Bonds, Series 2015

Dated: April 29, 2015

Underwriter's Counsel

\$19,985,000

Casa Grande Union High School District No. 82 of Pinal County, Arizona Refunding Bonds, Series 2015

Dated: April 30, 2015

Underwriter's Counsel

\$15,775,000

Sunnyside Unified School District No. 12 of Pima County, Arizona School Improvement Bonds, Project of 2011, Series E (2015)

Dated: May 7, 2015

Bond Counsel

Cave Creek Unified School District No. 93 of Maricopa County, Arizona

\$20,000,000

School Improvement Bonds, Project of 2014, Series A (2015) and

\$11,125,000

Refunding Bonds, Series 2015

Dated: May 19, 2015

Underwriter's Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 21

\$31,205,000

Vail Unified School District No. 20 of Pinal County, Arizona School Improvement and Refunding Bonds, Series 2015

Dated: May 19, 2015

Bond Counsel

\$4,000,000

Fountain Hills Unified School District No. 98 of Maricopa County, Arizona School Improvement Bonds, Project of 2013, Series B (2015)

Dated: May 27, 2015

Underwriter's Counsel

\$35,000,000

Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds, Project of 2012, Series C (2015)

Dated: May 27, 2015

Underwriter's Counsel

\$10,000,000

Phoenix Union High School District No. 210 of Maricopa County, Arizona School Improvement Bonds, Project of 2011, Series D (2015)

Dated: June 2, 2015

Underwriter's Counsel

\$41,890,000

Buckeye Union High School District No. 201 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2015

Dated: June 3, 2015

Bond Counsel

Kyrene Elementary School District No. 28 of Maricopa County, Arizona

\$40,000,000

School Improvement Bonds, Project of 2010, Series C (2015) and

\$24,120,000

Refunding Bonds, Series 2015

Dated: June 10, 2015

Underwriter's Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 22

\$11,860,000

Littleton Elementary School District No. 65 of Maricopa County, Arizona School Improvement Bonds, Project of 2014, Series A (2015)

Dated: June 16, 2015

Bond Counsel

\$94,035,000

Peoria Unified School District No. 11 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2015

Dated: July 2, 2015

Bond Counsel

\$6,715,000

Mingus Union High School District No. 4 of Yavapai County, Arizona Refunding Bonds, Series 2015

Dated: August 13, 2015

Bond Counsel

\$15,660,000

Blue Ridge Unified School District No. 32 of Navajo County, Arizona Refunding Bond, Series 2015

Dated: September 29, 2015

Bond Counsel

\$10,340,000

Laveen Elementary School District No. 59 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2016

Dated: February 11, 2016

Bond Counsel

\$15,000,000

Agua Fria Union High School District No. 216 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)

Dated: February 17, 2016

Underwriter's Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 23

Deer Valley Unified School District No. 97 of Maricopa County, Arizona
\$30,000,000
School Improvement Bonds, Series B (2016) And
\$19,200,000
Refunding Bonds, Series 2016
Dated: February 23, 2016
Underwriter's Counsel

\$4,350,000
Queen Creek Unified School District No. 95 of Maricopa County, Arizona School Improvement
Bonds, Projects of 2010 And 2014, Series 2016
Dated: February 24, 2016
Underwriter's Counsel

\$5,990,000
***Mingus Union High School District No. 4 of Yavapai County, Arizona School Improvement
Bonds, Project of 2015, Series A (2016)***
Dated: March 31, 2016
Bond Counsel

\$20,000,000
Phoenix Elementary School District No. 1 of Maricopa County, Arizona School Improvement
Bonds, Project of 2015, Series A (2016)
Dated: April 6, 2016
Underwriter's Counsel

\$35,000,000
Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds,
Project of 2012, Series D (2016)
\$12,815,000
Mesa Unified School District No. 4 of Maricopa County, Arizona Refunding Bonds, Series 2016
Dated: April 12, 2016
Underwriter's Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 24

\$60,000,000

Chandler Unified School District No. 80 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)

Dated: April 13, 2016

Bond Counsel

\$30,000,000

Marana Unified School District No. 6 of Pima County, Arizona School Improvement Bonds, Project of 2014, Series B (2016)

Dated: April 21, 2016

Underwriter's Counsel

\$28,050,000

Scottsdale Unified School District No. 48 of Maricopa County, Arizona Refunding Bonds, Series 2016

Dated: April 26, 2016

Underwriter's Counsel

\$28,225,000

Maricopa Unified School District No. 1 of Pinal County, Arizona Refunding Bonds, Series 2016

Dated: April 27, 2016

Underwriter's Counsel

\$7,595,000

Gadsden Elementary School District No. 32 of Yuma County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)

Dated: April 28, 2016

Bond Counsel

\$74,865,000

Dysart Unified School District No. 89 of Maricopa County, Refunding Bonds, Series 2016

Dated: May 3, 2016

Underwriter's Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 25

\$31,300,000

Gilbert Unified School District No. 41 of Maricopa County, Arizona School Improvement
Bonds, Project of 2015, Series A (2016)

\$38,445,000

Gilbert Unified School District No. 41 of Maricopa County, Arizona Refunding Bonds, Series
2016

Underwriter's Counsel

\$20,000,000

Coolidge Unified School District No. 21 of Pinal County, Arizona Refunding Bonds, Series 2016

Dated: May 5, 2016

Underwriter's Counsel

\$7,500,000

Prescott Unified School District No. 1 of Yavapai County, Arizona School Improvement Bonds,
Project of 2015, Series A (2016)

Dated: May 12, 2016

Underwriter's Counsel

\$6,000,000

***Litchfield Elementary School District No. 79 of Maricopa County, Arizona School
Improvement Bonds, Series 2016***

Dated: May 19, 2016

Bond Counsel

\$25,785,000

***Higley Unified School District No. 60 of Maricopa County, Arizona School Improvement
Bonds, Project of 2013, Series C (2016)***

Dated: June 1, 2016

Bond Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 26

\$6,265,000

Buckeye Elementary School District No. 33 of Maricopa County, Arizona School Improvement
Bonds, Project of 2015, Series A (2016)

\$9,850,000

Buckeye Elementary School District No. 33 of Maricopa County, Arizona Refunding Bonds,
Series 2016

Dated: June 2, 2016

Underwriter's Counsel

\$5,200,000

Union Elementary School District No. 62 of Maricopa County, Arizona School Improvement
Bonds, Project of 2015, Series A (2016)

Dated: June 15, 2016

Underwriter's Counsel

\$9,450,000

***Sunnyside Unified School District No. 12 of Pima County, Arizona School Improvement Bonds,
Project of 2011, Series F (2016)***

Dated: April 6, 2016

Bond Counsel

\$28,000,000

***Peoria Unified School District No. 11 of Maricopa County, Arizona School Improvement
Bonds, Series 2016***

Dated: July 6, 2016

Bond Counsel

\$9,800,000

Flowing Wells Unified School District No. 8 of Pima County, Arizona Refunding Bonds, Series
2016

Dated: July 7, 2016

Underwriter's Counsel

\$40,805,000

Kingman Unified School District No. 20 of Mohave County, Arizona Refunding Bonds, Series
2016

Dated: July 14, 2016

Underwriter's Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 27

\$10,000,000
Cave Creek Unified School District No. 93 of Maricopa County, Arizona School Improvement
Bonds, Project of 2014, Series B (2016)
Dated: July 14, 2016
Underwriter's Counsel

\$23,000,000
Tempe Union High School District No. 213 of Maricopa County, Arizona Refunding Bonds,
Series 2016
Dated: August 23, 2016
Underwriter's Counsel

\$63,000,000
Tucson Unified School District No. 1 of Pima County, Arizona Refunding Bonds, Series 2016
Dated: August 25, 2016
Underwriter's Counsel

\$2,475,000
Liberty Elementary School District No. 25 of Maricopa County, Arizona School Improvement
Bonds, Project of 2013, Series B (2016)
\$4,455,000
Liberty Elementary School District No. 25 of Maricopa County, Arizona Refunding Bonds,
Series 2016
Dated: September 22, 2016
Underwriter's Counsel

\$20,510,000
Osborn Elementary School District No. 8 of Maricopa County, Arizona Refunding Bonds, Series
2016
Dated: November 10, 2016
Underwriter's Counsel

\$17,595,000
Vail Unified School District No. 20 of Pima County, Arizona School Improvement and
Refunding Bonds, Series 2016
Dated: December 6, 2016
Bond Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 28

\$39,425,000
Phoenix Union High School District No. 210 of Maricopa County, Arizona School Improvement
Bonds, Project of 2011, Series E (2017)
Dated: February 22, 2017
Underwriter's Counsel

\$11,630,000
Sedona-Oak Creek Joint Unified School District No. 9 of Coconino and Yavapai Counties,
Arizona Refunding Bonds, Series 2017
Dated: February 23, 2017
Underwriter's Counsel

\$5,740,000
***Heber-Overgaard Unified School District No. 6 of Navajo County, Arizona Refunding Bonds,
Series 2017***
Dated: March 9, 2017
Bond Counsel

\$39,635,000
Scottsdale Unified School District No. 48 of Maricopa County, Arizona School Improvement
Bonds, Project of 2016, Series A (2017)
Dated: March 9, 2017
Underwriter's Counsel

\$22,065,000
Deer Valley Unified School District No. 97 of Maricopa County, Arizona School Improvement
Bonds, Project of 2013, Series E (2017)
Dated: March 16, 2017
Underwriter's Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 29

\$8,710,000

Wickenburg Unified School District No. 9 of Maricopa and Yavapai Counties, Arizona School Improvement Bonds, Tax-Exempt Series 2017A

\$700,000

Wickenburg Unified School District No. 9 of Maricopa and Yavapai Counties, Arizona School Improvement Bonds, Taxable Series 2017B

Dated: March 29, 2017

Bond Counsel

\$2,955,000

Murphy Elementary School District No. 21 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)

Dated: March 29, 2017

Underwriter's Counsel

\$30,315,000

Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds, Project of 2012, Series E (2017)

Dated: March 29, 2017

Underwriter's Counsel

\$25,000,000

Casa Grande Elementary School District No. 4 of Pinal County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)

Dated: April 12, 2017

Underwriter's Counsel

\$31,645,000

Colorado River Union High School District No. 2 of Mohave County, Arizona School Improvement Bonds, Series 2017

Dated: April 13, 2017

Underwriter's Counsel

\$4,145,000

Santa Cruz Valley Union High School District No. 840 of Pinal County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)

Dated: April 19, 2017

Underwriter's Counsel

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 30

\$13,920,000

Blue Ridge Unified School District No. 32 of Navajo County, Arizona School Improvement Bonds, Series 2017

Dated: April 20, 2017

Bond Counsel

Description of firm's services related to the bond election and sale process.

The firm would provide, among others, the following services to the District as bond counsel:

- Consult with the District with respect to all statutory and other requirements relative to any special bond or override election and the ultimate issuance of bonds.
- Prepare all documents (resolution, ballot, notice of election, informational report, etc.) necessary to order and call any special bond or override election.
- Conduct any advisory meetings for election workers.
- Prepare all documents necessary to canvass any bond or override election.
- Prepare all documents necessary to order the sale of bonds.
- Prepare all documents necessary to conduct bond sales.
- Prepare all documents necessary to deliver bonds.
- Provide to the District and the purchaser of bonds a legal opinion approving in all respects the validity and legality of the bonds and the proceedings of the District taken in connection therewith.
- Provide signature and no litigation certificates and transcripts of proceedings.
- Provide to the District and the purchaser of bonds a legal opinion as to the exemption from federal and Arizona income taxation of the interest on the bonds.
- Review the Official Statement of the District with respect to the public offering and sale of bonds.

- If requested by the District, the financial consultant for the District or any purchaser of bonds, provide a legal opinion as to the exemption of the bonds from registration under the Securities Act of 1933 and the Arizona Securities Act.
- Provide above-mentioned services and assist District in satisfying any additional legal requirements should the District elect to sell refunding bonds.
- Provide such other professional services to the District as are customarily provided by bond counsel.

Our services would not include:

- Opinions on financial feasibility, statistical or other financial data.
- Opinions as to enforceability with respect to parties other than the District.
- Post-issuance matters to which we have agreed upon a fixed fee, unless separately engaged.

Unless we agree in writing otherwise, our duties as bond counsel are limited to those set forth above. Without limiting the foregoing, we do not undertake, unless separately engaged, to provide continuing advice to the District concerning any actions necessary to assure that the interest paid on bonds issued by the District will continue to be excluded from gross income for federal income tax purposes. However, if requested by the District, we are available to expand the scope of our representation. Furthermore, we reserve the right to undertake representation of any financial advisor, underwriter or holder or holders of bonds issued by the District, at any time in connection with other transactions unrelated to bonds issued by the District and after the closing in connection with the bonds issued by the District.

A list of references.

We believe that the best evidence of our experience is our reputation with our clients and other municipal finance professionals with whom we work. In that respect, we provide the following references from among our school district clients for your information:

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 32

Mr. Kirk Waddle
Business Manager
Mingus Union High School District No. 4
of Yavapai County, Arizona
1801 East Fir Street
Cottonwood, Arizona 86326
Telephone: (928) 634-8901

Mr. Kenneth Hicks
Chief Financial Officer
Peoria Unified School District No. 11
of Maricopa County, Arizona
P.O. Box 39
Peoria, Arizona 85380
Telephone: (623) 486-6006

Mr. Jeff Simmons
Assistant Superintendent of Operations
Buckeye Union High School District No. 210
of Maricopa County, Arizona
1000 East Narramore Avenue
Buckeye, Arizona 85326
Telephone: (623) 322-2285

Ms. Wendy Qualls
Business Manager
Litchfield Elementary School District No. 79
of Maricopa County, Arizona
272 East Sagebrush Street
Litchfield Park, Arizona 85340
Telephone: (623) 535-6032

Ms. Michelle Quiroz
Director of Finance
Sunnyside Unified School District No. 12
of Pima County, Arizona
13801 East Benson Highway
Vail, Arizona 85641
Telephone: (520) 879-2021

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 33

Ms. Karla Slovitsky
Business Manager
J.O. Combs Unified School District No. 44
of Pinal County, Arizona
301 East Combs Road
Queen Creek, Arizona 85242
Telephone: (480) 987-5302

Ms. Phyllis Kinder
Chief Operations Officer
Littleton Elementary School District No. 65
of Maricopa County, Arizona
1600 South 107th Avenue
Avondale, Arizona 85323
Telephone: (623) 478-5600

We will be glad to provide others upon request.

We provide the following references from among underwriters with whom we have worked:

Mr. Grant Hamill
Managing Director
Stifel, Nicolaus & Company, Incorporated
2325 East Camelback Road, Suite 750
Phoenix, Arizona 85016

Mr. Larry Given
Managing Director
FirstSouthwest, a Division of Hilltop Securities, Inc.
2398 East Camelback Road, Suite 340
Phoenix, Arizona 85016

Mr. William C. Davis
Managing Director
Piper Jaffray
2525 East Camelback Road, Suite 925
Phoenix, Arizona 85016

Chandler Unified School District No. 80
of Maricopa County, Arizona
Purchasing Department
May 19, 2017
Page 34

Mr. James L. Stricklin
Managing Director
Wedbush Securities
3200 East Camelback Road, Suite 290
Phoenix, Arizona 85018

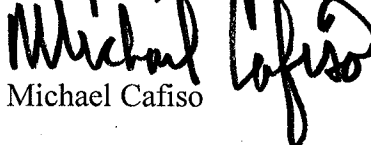
Ms. Megan Burke
Director
RBC Capital Markets, LLC
2398 East Camelback Road, Suite 700
Phoenix, Arizona 85016

Aside from providing information with regard to situations in which we have acted as bond counsel in this response, we have also provided you with information about the underwriters we have worked with as we feel that is particularly important with regard to providing advice to you with regard to financings for the District. The ability to work with staff of the District and your underwriters successfully is also important to your relationship with the bond rating agencies and, if you chose to insure your bonds, the bond insurance companies.

We have worked intimately in all areas of public finance with the major rating agencies and the major bond insurers in both their east and west coast offices. We would be glad to make references available from each.

We enclose certain other information about the firm for your information. If you desire additional information regarding the firm or specific bond issues on which lawyers in the Public Finance Department are presently working, please do not hesitate to contact me.

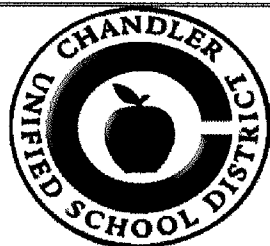
Respectfully yours,


Michael Cafiso

ATTACHMENTS:

- Appendix A – Signed Notice of Request for Proposal
- Appendix B – Completed Cost Form
- Appendix C – Offer and Acceptance
- Appendix D – Non-Collusion Affidavit
- Appendix E – Compliance Statement
- Appendix F – Internal Revenue Service Form W-9

APPENDIX A



CHANDLER UNIFIED SCHOOL DISTRICT #80

PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7000

NOTICE OF REQUEST FOR PROPOSAL

DATE: April 27, 2017
PROPOSAL: RFP #01-18-22 Legal Bond Counsel
DUE DATE: Friday, May 19, 2017 at 11 am local time

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, Proposals for the material or services specified will be received by the District Purchasing office, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made.

Proposals must be sealed and may be presented in person or mailed (no faxed copy will be accepted) at the address listed in this solicitation. Proposals will be time stamped when received. Proposals received after the stated opening time will not be considered and will be returned to the offeror. The offeror assumes the risk of delay in the mail or in the handling of the mail. Whether sent by mail or by means of personal delivery, the offeror assumes the responsibility for having his proposal deposited on time at the place specified. Offers must be marked on the outside of the envelope with the RFP number and title and the submitting company's name. **The District is not responsible for the pre-opening of, post-opening of, or failure to open a solicitation not properly addressed or identified.**

- Three (3) copies of your Proposal with one (1) marked "Original"; and one (1) electronic copy is requested by the District.
- Performance Evaluation Survey received from three (3) past clients return by close of business May 18, 2017
- Mailing Label see page 30

All proposals must be completed in ink or typewritten unless the District elects to allow or require electronic submissions. Additional instructions for preparing a proposal are provided with this notice. Offeror's are strongly encouraged to review the enclosed proposal requirements and specifications as the District reserves the right to accept or reject any or all proposals, waive irregularities and accept any proposal deemed to be in the best interest of the District. The submission of a proposal will indicate that the offeror understands the requirements and specifications and that they can supply the materials, services or construction and meet the required delivery time line as specified.

This proposal is being done by the Chandler Unified School District No. 80 as a member of the Strategic Alliance for Volume Expenditures (SAVE). While this proposal is for the Chandler Unified School District No. 80, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements for school districts. Other public entities have similar authorizations Members of "SAVE", a group of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible School Districts/public entities, recognizing potential equipment, logistical and capacity limitations by vendor may limit "piggybacking" of this award. Individual public entities would negotiate service with successful vendors using the proposal pricing quoted herein. No volume is implied or guaranteed.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

For questions contact: Michelle Uhlorn at Uhlorn.Michelle@cusd80.com

MAIL ALL RFP'S TO: CHANDLER UNIFIED SCHOOL DISTRICT #80
(Label page 30) PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
ATTN: RFP #01-18-22

THIS PROPOSAL IS OFFERED BY: Armedy Jewelry LLP, by
(Name of Company) Michael Cefas

APPENDIX B



COST FORM

Provide fixed flat fee per denoted bond limits for type of financings shown.

	Up to 9,999 Million	10 to 24,999 Million	25 to 49,999 Million	50 to 74,999 Million	75 to 99,999 Million	100 Plus Million
New General Obligation Bonds	SEE ATTACHMENT TO COST FORM					
Fee						
Refinancing General Obligation Bonds						
Fee						
New Certificates of Participation (Lease Purchase)						
Fee						
Refinancing Certificates of Participation (Lease Purchase)						
Fee						

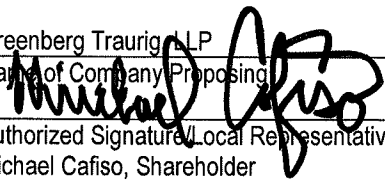
If charging for additional services, please provide detailed pricing.

SEE ATTACHMENT TO COST FORM

Would you be willing to allow other members of the "SAVE" to piggy-back and purchase from the contract if awarded through this RFP*?

Yes No

*Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of the SAVE, to offer other members the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.

Greenberg Traurig LLP
 Name of Company Proposing

 Authorized Signature/Local Representative
 Michael Cafiso, Shareholder
 Type Name and Position Held with Company
 2375 E Camelback Road, Suite 700
 Mailing Address

May 19, 2017
 Date Signed
 Telephone/Fax Number
 (602) 445-8451/(602) 445-8100
 Phoenix AZ 85016
 City State Zip

ATTACHMENT TO COST FORM

SCHOOL DISTRICTS

The fees provided in the below table are submitted as dollars per \$1,000.00 of proceeds generated from the sale of bonds, with not to exceed and maximum amounts as noted.

	Up to 9,999 Million	10 to 24,999 Million	25 to 49,999 Million	50 to 74,999 Million	75 to 99,999 Million	100 Plus Million
New General Obligation Bonds						
Fee	Not to exceed \$25,000	Not to exceed \$25,000	Not to exceed \$25,000	Not to exceed \$0.45	Not to exceed \$0.45	Not to exceed \$0.45 (\$50,000 maximum)
Refinancing General Obligation Bonds						
Fee	Not to exceed \$35,000	Not to exceed \$35,000	Not to exceed \$35,000	Not to exceed \$35,000	Not to exceed \$0.45	Not to exceed \$0.45 (\$50,000 maximum)
New Certificates of Participation (Lease Purchase)						
Fee	Not to exceed \$35,000	Not to exceed \$35,000	Not to exceed \$35,000	Not to exceed \$35,000	Not to exceed \$0.45	Not to exceed \$0.45 (\$50,000 maximum)
Refinancing Certificates of Participation (Lease Purchase)						
Fee	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$0.45 (\$50,000 maximum)

If charging for additional services, please provide detailed pricing.

There will be no charge for override elections for current school district clients with outstanding or planned bond authorizations/programs, otherwise attorney time will be billed at a flat rate of \$300 per hour for associates of the firm and \$395 per hour for shareholders of the firm, with a maximum of \$7,500.00 per override election.

The fees indicated above include one meeting in the county in which the school district is located in connection with the call of a bond or override election and one meeting related to the resolution ordering the sale of the bonds. Additional meetings would be billed at hourly rates with a maximum total of \$1,500 per meeting. The firm would also be reimbursed for all "out-of-pocket" expenses such as travel outside Maricopa County, Arizona, filing and recording fees, staff overtime approved by the school district and other direct expenses incurred in connection with services rendered pursuant to the contract to be entered into between the firm and the school district. There will be no charge for routine copying costs, facsimile transmissions or election research such as Westlaw or Lexis. The "out-of-pocket" expenses are estimated not to exceed \$500.00 per issue or election. Meals and hotels will not exceed \$100 per diem. With the exception of bond election expenses, override election services and "out-of-pocket" expenses such as travel outside of Maricopa County, Arizona, filing and recording fees, staff overtime approved by the school district and other direct expenses incurred by the firm, all compensation to the firm for professional services shall be due only from the proceeds of the sale of the bonds, when, as and if issued and delivered by the school district, unless the school district shall determine that such fees shall be paid from other legally available sources. One billing statement for all fees and expenses would be sent after closing rather than monthly statements. In the event bonds are not issued and delivered by the school district (including because the necessary voter approval was not obtained), no compensation for professional services will be due to the firm. For other transactions, compensation would be paid as negotiated. For research and other legal fees not covered by the foregoing, attorney time will be billed at a flat rate of \$300 per hour for associates of the firm and \$395 per hour for shareholders of the firm.

MUNICIPALITIES

The fees provided in the below table are submitted as dollars per \$1,000.00 of proceeds generated from the sale of the bonds/obligations, with not to exceed and maximum amounts as noted. A discount of not to exceed \$5,000.00 would apply to the fees provided in the below table with respect to financings involving the direct sale/private placement of bonds/obligations.

	Up to 9,999 Million	10 to 24,999 Million	25 to 49,999 Million	50 to 74,999 Million	75 to 99,999 Million	100 Plus Million
New General Obligation Bonds						
Fee	Not to exceed \$35,000	Not to exceed \$35,000	Not to exceed \$0.75	Not to exceed \$0.75	Not to exceed \$0.75	Not to exceed \$0.75
Refinancing General Obligation Bonds						
Fee	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$0.75	Not to exceed \$0.75	Not to exceed \$0.75
New Certificates of Participation (Lease Purchase)						
Fee	Not to exceed \$50,000	Not to exceed \$50,000	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50
Refinancing Certificates of Participation (Lease Purchase)						
Fee	Not to exceed \$60,000	Not to exceed \$60,000	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50
New Revenue Obligations						
Fee	Not to exceed \$50,000	Not to exceed \$50,000	Not to exceed \$50,000	Not to exceed \$1.00	Not to exceed \$1.00	Not to exceed \$1.00
Refinancing Revenue Obligations						
Fee	Not to exceed \$60,000	Not to exceed \$60,000	Not to exceed \$60,000	Not to exceed \$1.00	Not to exceed \$1.00	Not to exceed \$1.00

If charging for additional services, please provide detailed pricing.

The fees indicated above include one meeting in the county in which the municipality is located in connection with the call of a bond election and one meeting related to the resolution ordering the sale of the bonds/obligations. Additional meetings would be billed at hourly rates with a maximum total of \$1,500 per meeting. The firm would also be reimbursed for all "out-of-pocket" expenses such as travel outside Maricopa County, Arizona, filing and recording fees, staff overtime approved by the municipality and other direct expenses incurred in connection with services rendered pursuant to the contract to be entered into between the firm and the municipality. There will be no charge for routine copying costs, facsimile transmissions or election research such as Westlaw or Lexis. The "out-of-pocket" expenses are estimated not to exceed \$500.00 per issue or election. Meals and hotels will not exceed \$100 per diem. With the exception of bond election expenses and "out-of-pocket" expenses such as travel outside of Maricopa County, Arizona, filing and recording fees, staff overtime approved by the municipality and other direct expenses incurred by the firm, all compensation to the firm for professional services shall be due only from the proceeds of the sale of the bonds/obligations, when, as and if issued and delivered by the municipality, unless the municipality shall determine that such fees shall be paid from other legally available sources. One billing statement for all fees and expenses would be sent after closing rather than monthly statements. In the event bonds/obligations are not issued and delivered by the municipality, no compensation for professional services will be due to the firm. For other transactions, compensation would be

paid as negotiated. For research and other legal fees not covered by the foregoing, attorney time will be billed at a flat rate of \$300 per hour for associates of the firm and \$395 per hour for shareholders of the firm.

For assistance with financing involving title or real estate issues or water company acquisitions, land based security or other circumstances requiring a significantly higher degree of complexity or effort (e.g., requests to attend an unusually large number of meetings) the firm would negotiate a fair amount of additional compensation with the municipality.

COUNTIES

The fees provided in the below table are submitted as dollars per \$1,000.00 of proceeds generated from the sale of the bonds/obligations, with not to exceed and maximum amounts as noted. A discount of not to exceed \$5,000.00 would apply to the fees provided in the below table with respect to financings involving the direct sale/private placement of bonds/obligations.

	Up to 9,999 Million	10 to 24,999 Million	25 to 49,999 Million	50 to 74,999 Million	75 to 99,999 Million	100 Plus Million
New General Obligation Bonds						
Fee	Not to exceed \$35,000	Not to exceed \$35,000	Not to exceed \$0.75	Not to exceed \$0.75	Not to exceed \$0.75	Not to exceed \$0.75
Refinancing General Obligation Bonds						
Fee	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$0.75	Not to exceed \$0.75	Not to exceed \$0.75
New Certificates of Participation (Lease Purchase)						
Fee	Not to exceed \$55,000	Not to exceed \$55,000	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50
Refinancing Certificates of Participation (Lease Purchase)						
Fee	Not to exceed \$65,000	Not to exceed \$65,000	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50
New Revenue Obligations						
Fee	Not to exceed \$55,000	Not to exceed \$55,000	Not to exceed \$55,000	Not to exceed \$1.00	Not to exceed \$1.00	Not to exceed \$1.00
Refinancing Revenue Obligations						
Fee	Not to exceed \$65,000	Not to exceed \$65,000	Not to exceed \$65,000	Not to exceed \$1.00	Not to exceed \$1.00	Not to exceed \$1.00

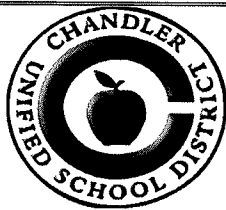
If charging for additional services, please provide detailed pricing.

The fees indicated above include one meeting in the county in connection with the call of a bond election and one meeting related to the resolution ordering the sale of the bonds/obligations. Additional meetings would be billed at hourly rates with a maximum total of \$1,500 per meeting. The firm would also be reimbursed for all "out-of-pocket" expenses such as travel outside Maricopa County, Arizona, filing and recording fees, staff overtime approved by the county and other direct expenses incurred in connection with services rendered pursuant to the contract to be entered into between the firm and the county. There will be no charge for routine copying costs, facsimile transmissions or election research such as Westlaw or Lexis. The "out-of-pocket" expenses are estimated not to exceed \$500.00 per issue or election. Meals and hotels will not exceed \$100 per diem. With the exception of bond election expenses and "out-of-pocket" expenses such as travel outside of Maricopa County, Arizona, filing and recording fees, staff overtime approved by the county and other direct expenses incurred by the firm, all compensation to the firm for professional services shall be due only from the proceeds of the sale of the bonds/obligations, when, as and if issued and delivered by the county, unless the county shall determine that such fees shall be paid from other legally available sources. One billing statement for all fees and expenses would be sent after closing rather than monthly statements. In the event bonds/obligations are not issued and delivered by the county, no compensation for professional

services will be due to the firm. For other transactions, compensation would be paid as negotiated. For research and other legal fees not covered by the foregoing, attorney time will be billed at a flat rate of \$300 per hour for associates of the firm and \$395 per hour for shareholders of the firm.

For assistance with financing involving title or real estate issues or water company acquisitions, land based security or other circumstances requiring a significantly higher degree of complexity or effort (e.g., requests to attend an unusually large number of meetings) the firm would negotiate a fair amount of additional compensation with the county.

APPENDIX C



CHANDLER UNIFIED SCHOOL DISTRICT #80

PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7000

**OFFER AND ACCEPTANCE
RFP #01-18-22**

The Undersigned hereby submits the Proposal/Proposals 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 Proposal/Proposals.

Arizona Transaction (Sales) Privilege Tax License No.:

N/A

For clarification of this Proposal, contact:

Name: Michael Cafiso

Federal Employer Identification No. 13-3613083

Phone: (602) 445-8451

Fax: (602) 445-8100

Tax Rate: N/A

E-Mail: cafiso@gtlaw.com

Greenberg Traurig, LLP

Company Name

2375 E. Camelback Road

Address

Phoenix AZ 85016

City State Zip

Signature of Person Authorized to Sign Proposal

Michael Cafiso

Printed Name

Shareholder

Title

CERTIFICATION

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

1. The submission of the Proposal 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 Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, 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 proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. By submission of this proposal, 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.

ACCEPTANCE

The Proposal 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 Proposal as accepted by the School District.

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

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

Awarded this _____ day of _____ 20_____

Authorized Signature

APPENDIX D

NON-COLLUSION AFFIDAVIT

State of Arizona)
)
County of Maricopa) ss.

Michael Cafiso, affiant,
the Shareholder
(Title)

Greenberg Traurig, LLP
(Contractor/Offeror)

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

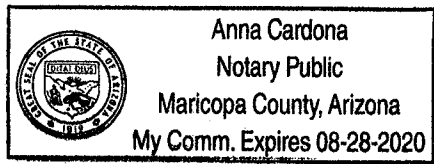
That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Proposal, or any other person, firm or corporation to refrain from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

Michael Cafiso
Shareholder
(Title)

Subscribed and sworn to before me
this 19th day of May, 2017

Anna Cardona
Signature of Notary Public in and for the

State of Arizona
County of Maricopa



APPENDIX E



CHANDLER UNIFIED SCHOOL DISTRICT #80

PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7000

**COMPLIANCE STATEMENT
RFP #01-18-22**

Vendors/Contractors requesting to do business with Chandler Unified School District and accepting a purchase order for supplies or services **MUST sign** below verifying compliance with the identified state laws, in order for the transaction to take place. Failure to maintain compliance with these provisions will be considered a material breach of contract subject to penalties up to and including termination of the contract.

1. Federal Immigration and Nationality Act

By submitting an offer or renewing a contract with Chandler Unified School District, the signer warrants that it and all proposed subcontractors are in compliance with: 1) 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. The signer shall obtain statements from all subcontractors certifying compliance with this requirement and shall furnish the statements to the District Procurement Officer upon request.

2. Terrorism Country Divestments

In accordance with A.R.S. § 35-392, Chandler Unified School District is prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into a contract, a vendor/contractor warrants compliance with the Export Administration Act.

1. Contracting; Prohibition; Exception

In accordance with A.R.S. § 35-393.01, a public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. This does not apply if the company offers to provide the services, supplies, information technology or construction for at least twenty percent less than each other qualified company or if the contract is less than one thousand dollars.

4. Fingerprint Clearance Card Requirement

A contractor, subcontractor or vendor who is contracted to provide services on a regular basis on District property must obtain a valid fingerprint clearance card pursuant to A.R.S. 41-1758 et. seq. The superintendent may exempt from this requirement a contractor; subcontractor or vendor whom the superintendent has determined is not likely to have independent access or unsupervised contact with students as a part of the contractor's normal job duties while performing service to a school or the district. The signer warrants compliance with this law. Fingerprints can be provided through your local law enforcement agency.

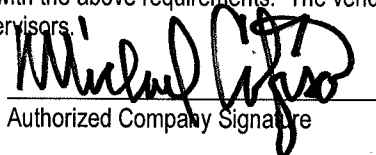
_____ If the signer is requesting exempt status, initial here and submit attached Exemption Justification Form with the Compliance Statement. **(If you are an out-of-state vendor or only deliver to the warehouse, do not initial this statement.)**

Vendor/Contractor acknowledges that the School district retains the legal right to inspect the papers of any contractor, subcontractor, vendor or employee of same who works on the contract to ensure compliance with the above requirements. The vendor/contractor shall facilitate this inspection process by giving prior notice to their employees and supervisors.

Greenberg Traurig, LLP
Company Name

May 19, 2017
Date

(602) 445-8451
Phone Number


Authorized Company Signature

Michael Cafiso
Printed or Typed Name Above

Shareholder
Title

APPENDIX F

Internal Revenue Service Form W-9

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Greenberg Traurig	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 2375 E. Camelback Road, Suite 700	Requester's name and address (optional)
	6 City, state, and ZIP code Phoenix, AZ 85016	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
OR										
Employer identification number										
1	3		-	3	6	1	3	0	8	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>April 4, 2016</u>
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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