



TEMPE ELEMENTARY SCHOOL DISTRICT NO. 3 NOTICE OF INVITATION FOR BID

INVITATION FOR BID (IFB) NUMBER: 18-20-22

MATERIAL AND/OR SERVICE: INSTRUCTIONAL AIDS - MUSIC

BID DUE DATE: SEPTEMBER 29, 2017 TIME: 2:00 PM M.S.T.

IFB OPENING LOCATION: Tempe Elementary School District No. 3
Finance/Purchasing Department
3205 South Rural Road
Tempe, AZ 85282

In accordance with the School District Procurement Rules in the Arizona Administrative Code (A.C.C.) promulgated by the State Board of Education pursuant to A.R.S. §15-213, competitive sealed bids for the materials or services specified will be received by the Tempe Elementary School District, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the amount bid shall be publicly read.

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

Solicitations must be submitted in a sealed envelope with the Invitation for Bid number and the bidders name and address clearly indicated on the envelope. All solicitations must be completed in ink or typewritten. Additional instructions for preparing a solicitation are provided herein.

This Invitation for Bid is being done by the Tempe Elementary School District No. 3, "TESD" as a member of the Strategic Alliance for Volume Expenditures, (SAVE). While this solicitation is for the TESD, other public entities have expressed interest in utilizing the resulting contracts. A.A.C. R7-2-1191 through R7-2-1195 authorized and governs intergovernmental procurements. 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 identified therein; recognizing potential equipment, logistical and capacity limitations by vendor may limit "piggybacking" of this award. Individual public entities would negotiate services with successful vendors using the pricing quoted herein. No volume is implied or guaranteed.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY
READ THE ENTIRE INVITATION FOR BID.**

SUBMIT ONE COPY OF THE BID SPREADSHEET IN EXCEL FORMAT ON THE PROVIDED FORMS VIA CD OR THUMB DRIVE

Contact: Monique Harris
Title: Senior Buyer
Email: monique.harris@tempeschools.org

Phone Number: (480) 730-7166
Fax Number: (480) 730-7420
Date: 09/12/2017

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DOCUMENTS REFERENCED:

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

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

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
<http://www.azsos.gov/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>

Tempe Elementary School District No. 3 Purchasing Department information is available at
<http://www.tempeschools.org/purchasing>

COOPERATIVE PURCHASING

This solicitation is being done by the Tempe Elementary School District No. 3 as a member of the Strategic Alliance for Volume Expenditures (SAVE) and is acting as lead district. 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 as required by School District Procurement Rule A.A.C. R7-2-1095. No volume is implied or guaranteed. Use of these contracts is at the sole discretion of each individual public entity and each public entity reserves the right to contract for similar services outside of the award of contracts under this Invitation for Bid.

Below is a list of current members 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 district and the contract Offeror. The estimated volume of purchases by other public entities within SAVE have been taken into consideration by the lead district and all other public entities that are not members of the SAVE are prohibited from using the contract.

STRATEGIC ALLIANCE FOR VOLUME EXPENDITURES

Municipalities

City of Apache Junction
City of Avondale
City of Bullhead City
City of Casa Grande
City of Chandler
City of Cottonwood
City of Douglas
City of Eloy
City of Flagstaff
City of Glendale
City of Goodyear
City of Maricopa
City of Mesa
City of Page
City of Peoria
City of Prescott
City of Safford
City of Scottsdale
City of Sierra Vista
City of Somerton
City of Surprise
City of Tempe
City of Tucson
City of Willcox
City of Winslow
City of Yuma
Town of Buckeye
Town of Camp Verde
Town of Cave Creek
Town of Florence
Town of Fountain Hills
Town of Gila Bend
Town of Gilbert
Town of Marana
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

Arizona State University
Arizona Western College
Central Arizona College
Central Arizona Valley Institute of Technology (CAVIT)
Cochise County Community College District
Coconino County Community College District
Dinè College
East Valley Institute of Technology (EVIT)
Gila Institute for Technology, a Joint Technology
Education District (JTED)
Maricopa Community College District
Mohave Community College
Northern Arizona University
Pima Community College
Pima Prevention Partnership dba Pima Partnership
Academy, Pima Partnership High School &
Phoenix Collegiate High School
University of Arizona
Yavapai College

Political Agencies

Arizona Supreme Court
Central Arizona Project
Housing Authority of Maricopa County
Maricopa Association of Governments

COOPERATIVE PURCHASING

Maricopa Integrated Health System
Superior Court of Arizona, Maricopa County
Tucson Airport Authority
Valley Metro Regional Public Transit Authority
Phoenix-Mesa Gateway Airport Authority
Misc. Agencies
Central Arizona Water Conservation District (CAWCD)
Central Yavapai Fire District
Drexel Heights Fire District
Fire District of Sun City West
Mountain Institute JTED
Mt. Lemmon Fire District
North Country Community Health Center
Northeast AZ Tech Institute of Voc Ed
Northwest Fire District
Pima County Joint Technology District #11 (JTED)
Pima County School Reserve Fund
Shonto Preparatory Schools
Superstition Mtn Community Facilities District
Sun City West Fire District

School Districts

Agua Fria Union High School District # 216
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
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
Continental Elementary School District #39
Coolidge Unified School District #21
Cottonwood-Oak Creek School District #6
Crane Elementary School District # 13
Deer Valley Unified School District #97
Double Adobe Elementary School District #45

Douglas Unified School District #27
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
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
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
Mayer Unified School District #43
Mesa Unified School District # 4
Mobile Elementary School District #86
Mohave Valley Elementary School District #16
Mohawk Valley School District # 17
Morenci Unified School District #18
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
Palo Verde Elementary School District #49
Paradise Valley Unified School District #69
Parker Unified School District #27
Patagonia Elementary School District #6

COOPERATIVE PURCHASING

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
Prescott Unified School District #1
Quartzsite Elementary School District #4
Queen Creek Unified School District # 95
Red Mesa Unified School District
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
Sanders 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
Sentinel Elementary School District #71
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
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

SURVEY INFORMATION

While all members of SAVE are eligible to use these contracts, the following public entities have specifically expressed an interest in using these contracts via survey conducted electronically by the lead district. The annual estimated expenditure for each public entity is listed for the convenience of the Bidders.

DISTRICT	ESTIMATED ANNUAL USAGE
Agua Fria Union High School District # 216	\$15,000
Cartwright Elementary School District #83	\$12,000
Catalina Foothills Unified School District #16	\$15,000
Chandler Unified School District # 80	\$20,000
Deer Valley Unified School District	\$25,000
Flagstaff Unified School District # 1	\$25,000
Gilbert Unified School District #41	\$150,000
Higley Unified School District #60	\$40,000
Isaac Elementary School District # 5	\$35,000
Kingman Unified School District #20	\$10,000
Kyrene Elementary School District #28	\$50,000
Lake Havasu Unified School District # 1	\$75,000
Madison Elementary School District #38	\$60,000
Marana Unified School District #6	\$3,500
Mesa Unified School District # 4	\$20,000
Paradise Valley Unified School District #69	\$12,000
Peoria Unified School District #11	\$50,000
Phoenix Union High School District #210	\$50,000
Prescott Unified School District #1	\$25,000
Roosevelt Elementary School District # 66	\$5,000
Scottsdale Unified School District #48	\$150,000
Sunnyside Unified School District #12	\$5,000
Tempe Elementary School District # 3	\$80,000
Tempe Union High School District # 213	\$33,000
Tucson Unified School District	\$150,000
Washington Elementary School District # 6	\$80,000
Wilson Elementary School District #7	\$15,000
Total	\$1,210,500

UNIFORM INSTRUCTIONS TO OFFERORS

Uniform Instructions to Bidders

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 a Bidder to submit as part of the Bid.
- B. **“Contract Amendment”** means a written document signed by the District Representative that is issued for the purpose of making changes in the Contract.
- C. **“Days”** means calendar days shall be computed pursuant to A.R.S. §1-243.
- D. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- E. **“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.
- F. **“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.
- G. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- H. **“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 furnishing 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 Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Bid and not be opened until after the Bid due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Bid due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. A Bidder may not rely on verbal responses to inquiries.
- 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 bid. Failure to acknowledge a material solicitation amendment or to follow the instructions for acknowledgement of the solicitation amendment may result in rejection of the bid.
- G. Pre-Bid Conference. If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. A bidder 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 solicitation amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.
- I. Civil Rights Compliance. In accordance with Federal civil rights law and US Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees and institutions participating in or administering USDA

programs are prohibited from discriminating based on race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or Local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail; U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

3. Bid Preparation

- A. Forms. Unless otherwise instructed in the IFB Special Instructions, a Bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections. The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under A.A.C. R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.
- D. Exceptions to Terms and Conditions. All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- E. Subcontracts. Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.
- F. Cost of Bid Preparation. The District will not reimburse any Bidder the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Bid.
- H. Federal Excise Tax. School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Bid. School districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Bidders do not indicate taxes on a separate item in the Bid, the School District will conclude that the price(s) bid includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Bidder.
- K. Disclosure. If the Firm, business, or person submitting this Bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder must fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
 - 1. Amendments
 - 2. Special Instructions, Terms and Conditions;
 - 3. Uniform General Terms and Conditions;
 - 4. Scope of Work/Specifications;
 - 5. Attachments;

- 6. Exhibits;
 - 7. Uniform Instructions to Bidders
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Bid

- A. Sealed Envelope or Package. Each Bid shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Bid and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package. Electronic Submission. If determined by the District that electronic submission of bids is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional. Unless otherwise instructed, a facsimile or electronically submitted Bid shall be rejected.
- B. Bid Amendment or Withdrawal. A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdraw is received before the Bid due date and time at the location designated in the Invitation for Bid. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under R7-2-1044.
- C. Public Record. Under applicable law, all Bids submitted and opened are public records and must be retained by the School District. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by the School District, pursuant to R7-2-1006. If an Bidder believes that information in its Bid contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Bidder certifies that:
 - 1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Bid for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and
 - 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
 - 3. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity including Federal assistance programs under executive order 12549 and 12689, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The Contractor shall comply with regulations implementing Office of Management and Budget Guidance in Non-Procurement Debarment and Suspension codified at 2 C.F.R. Part 180 and 2 C.F.R. Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities; and
 - 4. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

5. Additional Bid Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- C. Late Bids, Modifications or Withdrawals. A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. A Bid from a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

- E. Bid Acceptance Period. A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).
- F. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all Bids or portions thereof; or
 - 3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that the School District determines is necessary to meet the needs of the School District.
- B. Contract Commencement. A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by the District/Public Entity authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Bid and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Elizabeth Yeskey, Assistant Superintendent of Business and Support Services, 3205 South Rural Road, Tempe AZ 85282 .

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

UNIFORM GENERAL TERMS AND CONDITIONS

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 or agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 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 District and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The 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 District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the 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.

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.

UNIFORM GENERAL TERMS AND CONDITIONS

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.

4. **Contract Changes**

- A. Amendments. This solicitation as well as any resultant contract is issued under the authority of the District's Assistant Superintendent of Business and Support Services. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the District's Assistant Superintendent of Business and Support Services. 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 of 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 against 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 Assistant Superintendent of Business and Support Services or designee. The Assistant Superintendent of Business and Support Services 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. To the extent permitted by A.R.S. §41-621 and §35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall indemnify and hold harmless the 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 District of materials furnished or work performed under this Contract. The District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

UNIFORM GENERAL TERMS AND CONDITIONS

2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

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 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.
- D. Inspection/Testing. The warranties set forth in this section shall not be affected by inspection or testing of or payment for the materials or services by the District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or 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 Contractor shall maintain all applicable licenses and permit requirements.
- 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 or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

UNIFORM GENERAL TERMS AND CONDITIONS

7. School District's Contractual Remedies

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this 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 District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 - 1. The 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 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 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 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 of Offset. The District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the 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.

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 of 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 District may terminate this Contract, in whole or in part, if it is determined that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the 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 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 District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the 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 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 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.

UNIFORM GENERAL TERMS AND CONDITIONS

E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the 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 District for any excess costs incurred by the School District in 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 A.A.C. R7-2-1155 through R7-2-1159 and rules adopted thereunder.

10. **Federal and State Requirements**

- A. Compliance with Federal and State Requirements. Contractor agrees, when working on any Federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copland Anti-Kickback Act, the Housing and Urban Development Act of 1968 and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375.
- B. 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.
- C. 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.
- D. Davis Bacon. For Federally funded projects subject to the Davis-Bacon Act, the District shall specify the applicable Davis-Bacon wage decision prior to the Contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number and date of the wage decision.
- E. Terrorism Country Divestments. Per A.R.S. §35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
- F. Boycott of Israel. Per A.R.S. 35-393.01, the District is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction that is engaged in, or, during the term of the contract, becomes engaged in a boycott of Israel.
- G. Fingerprint and Background Checks. In accordance with ARS § 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.
 - a. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District;
 - b. Contractor shall comply with the governing board fingerprinting policies of the District.

UNIFORM GENERAL TERMS AND CONDITIONS

- H. Registered Sex Offender Restriction. Pursuant to this Contract, the Contractor agrees by acceptance of this Contract that no employee of the Contractor or a subcontractor of the Contractor, 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 Contractor further agrees by acceptance of this Contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at the District's discretion.
- I. Affordable Care Act. Contractor shall be solely responsible for adherence to all requirements regarding the employment of Contractor employees, including but not limited to furnishing Contractor employees with medical coverage that is affordable, provides minimum value, and meets the requirements of minimum essential coverage, as those terms are defined for purposes of the Affordable Care Act (ACA) if Contractor employees are full time employees as defined by the Act. The Contractor employee portion of the premium for the medical insurance will not exceed 9.5% of the Contractor employee's W-2 wages, as reflected in Box 1 of the W-2 form. Contractor agrees it is solely responsible for meeting its responsibilities under the ACA with respect to Contractor employees.
- J. EDGAR. When the District seeks to procure goods and services using funds under a Federal grant or contract, specific Federal laws, regulations and requirements may apply in addition to those under state law. This includes the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR). All vendors submitting proposals shall complete the EDGAR Vendor Certification Form contained within this document.

11. Additional Requirements for Federal Child Nutrition Program Funds

The District as Sponsor of the child nutrition program is responsible for all contracts awarded.

- A. Minority and Small Businesses. Positive efforts shall be made to involve minority and small businesses for expenditures of Federal Child Nutrition funds.
- B. Access to Records. Duly authorized representatives of the School Food Authority, State Agency, US Department of Agriculture, or Comptroller General shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to all negotiated contracts.
- C. Program Regulations. The Contractor shall be in conformance with the applicable portions of the District's agreement under this program. The Contractor shall conduct program operations in accordance with 7 C.F.R. Parts 210, 215, 220, 225 and 250. The Contractor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010. The Contractor's food products shall meet grade level caloric, sodium, saturated fat and trans fat requirements.
- D. Buy American Provision. The Contractor shall purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7 C.F.R. §210.21(d) and 7 C.F.R. §220.16(d). The Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food account. There are limited exceptions to this provision which all for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.
- E. Lobbying Activities. Pursuant to the Byrd Anti-Lobbying Amendment 31 USC 1352, the Contractor must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7 C.F.R. §3018.100 (Only applies to contracts over \$100,000).
- F. Civil Rights Compliance. In accordance with Federal civil rights law and US Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.) should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service sat (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: US Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax (202) 690-7442; or email: program.intake@usda.gov.

UNIFORM GENERAL TERMS AND CONDITIONS

- G. Invoicing. The Contractor fully discloses all discounts, rebates, allowances and incentives received by the Contractor from its suppliers. If the Contractor receives a discount, rebate, allowance, or incentive from any supplier, the Contractor must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).

No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the Contractor's actual, net allowable costs. 7CFR§210.21 (f)(2)

12. 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.

SPECIAL TERMS AND CONDITIONS

1. **PURPOSE:** Pursuant to provisions of the School District Procurement Rules and on behalf of the SAVE members, Tempe School District No. 3 (District) intends to establish a contract(s) for Instructional Aids - Music.
2. **AUTHORITY:** This solicitation as well as any resultant contract is issued under the authority of the Assistant Superintendent of Business and Support Services or designee. No alteration on any resultant contract may be made without the express written approval of the Assistant Superintendent of Business and Support Services or designee in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **BID MODIFICATION:** The District will not be responsible for Bidders adjusting their Bid based on oral instructions by any member of the District staff, SAVE member or contracted consultant or agent. Solicitations will be modified by issuance of a solicitation amendment by the Purchasing Department.
4. **INQUIRIES:** All questions related to this solicitation shall be in writing. **Direct all inquiries to Monique Harris via mail, fax or email no later than September 20, 2017. Bidders shall not contact or ask question of the school or department or SAVE member for which this requirement is being procured.** Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Bidder shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due time and date. All questions shall be responded to as soon as possible.
5. **LATE SUBMITTALS:** A bid/proposal submitted after the exact due date and time as listed on the cover of this document shall be rejected, except as provided in the School District Procurement Rules. A vendor submitting a late bid/proposal shall be so notified. Late bids/proposals shall only be returned at the vendor's request and cost. The vendor will assume responsibility for delivery on time at the place specified, whether sent by mail or delivered in person. Bids/Proposals sent via telephone, telegraphed, facsimile or emailed are not acceptable. The official clock for determining the time shall be that utilized by the Purchasing Department at the place bids are received and stamped.
6. **CONTRACT TYPE:** Fixed Price Term, Fixed Discount for Contract Life.
7. **BID OPENING:** Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each bidder and the prices of the individual line items for each respondent shall be read at this time. Bids, modifications, and all other information received in response to the invitation for bid shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the invitations and evaluation documentation shall be open for public inspection.
8. **TERM OF CONTRACT:** The term of any resultant contract shall commence on the date of award and shall continue through June 30, 2018 unless terminated, canceled or extended as otherwise provided herein.
9. **CONTRACT EXTENSION:** By mutual written contract amendment, any resultant contract may be extended for successive periods of one (1) fiscal year per extension up to a maximum of four (4) fiscal years.
10. **MULTI-TERM CONTRACT:** A multi-term contract is being utilized for this procurement because such a contract will serve the best interest of the District and SAVE members by encouraging effective competition or otherwise promoting economics in the District procurement. The estimated requirements cover the period of the contract and are reasonable and continuing. The contract shall be canceled if monies are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal year.

SPECIAL TERMS AND CONDITIONS

11. **MULTIPLE AWARDS:** In order to assure that any ensuing contracts will allow the District and SAVE members to fulfill current and future requirements, the District reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the District/SAVE member. The fact that the District may make multiple awards should be taken into consideration by each potential contractor. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District and SAVE members. The District and SAVE members reserve the right to competitively bid any commodity, if deemed to be in its best interest.

The District reserves the right to award multiple contracts or a single contract, whichever is more advantageous to the School District. Awards may be made to the lowest responsible, responsive bidder by individual line item, group of line items, by category or by the overall lowest price offered. The number of contracts awarded could be as few as one or as many as the then number of line items listed on the pricing sheets. Should the District determine a single award to the lowest overall bidder is not in the District's best interest, "all or none" bids shall be rejected. The Contractor shall be notified of bid acceptance or rejection through azpurchasing.org.

In accordance to A.A.C. R7-2-1031(D), considering the estimated volume of purchases, location of the SAVE members versus regions served by the vendors, and varying product lines and capacity, the District anticipates awarding a minimum of 5 contracts per category. This allows for a more comprehensive selection than available from one vendor, offsets potential hardship and supply issues and ensures varied products are available to the District and SAVE members at any given time.

The District/SAVE member shall determine which of the contracts awarded best meets the needs of a particular purchase when utilizing this contract. Bidders are not required to bid on all items specified in this solicitation to be considered for award.

12. **EVALUATION:** In accordance with the School District Procurement Rules, competitive sealed bidding, awards, shall be made to the lowest responsible and responsive bidder whose bid conforms in all materials respects to the requirements and criteria set forth in the invitation for bids.
13. **RESPONSIBILITY OF BIDDERS:** The District may consider the following factors in determining if a bidder is responsible:
- A. The proposed contractor's financial, material, personal and other resources, including subcontractors.
 - B. The proposed contractor's record of performance and integrity.
 - C. Whether the proposed contractor is qualified legally to contract with the public entity.
 - D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
 - E. Complaints on file with the Better Business Bureau.
 - F. Prior litigation history.
14. **BLANKET CATALOG DISCOUNT:** The District is requesting a Blanket Catalog Discount contract to successfully obtain a full line of items as described herein. The awarded vendor shall provide coverage in all areas listed. These areas shall be used in evaluating the catalog discount percent off of all other items listed in the bidder's catalog or published price lists. Current catalog or list prices, at the time of the bid, shall be valid for one year from contract effective date. The manufacturer's price list and catalog must be a formally published list for general distribution. The discount percentage shall remain firm for the term of the contract and shall be provided on the price sheet(s) where indicated for each of the manufacturers listed.
15. **QUANTITIES:** This solicitation references quantities as a general indication of the needs of the District and SAVE members. However, the quantities shown are estimates only and the District reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities.
16. **NEW EQUIPMENT:** With the exception of refurbished instruments properly identified as such, all equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.
17. **SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

SPECIAL TERMS AND CONDITIONS

18. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses, certificates, permits and like requirements required by the operation of the business conducted by the contractor.
19. **DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to District/SAVE member premises. The bidder shall hold and save the District and SAVE member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.
20. **BILLINGS:** All billing notices shall identify the specific item(s) and/or services being billed. Items are to be identified by name, model/serial number is most applicable. Contractor shall provide the purchase order number on all billing notices submitted to the District/SAVE member. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.
21. **INSURANCE:** The District requires a complete and valid certificate insurance prior to the commencement of any service or activity specified in this solicitation. The District will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) must at that time submit an original copy of the certificate of insurance naming Tempe School District No. 3 as an additional insured party. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.
22. **REFERENCES:** Each firm shall include a minimum of three (3) references for similar services provided to school districts and other public entities in Arizona, including contact names, addresses, and telephone numbers.
23. **NON-PERFORMANCE:** Non-performance of a contract will give sufficient cause for the District to cancel the contract. Non-performance shall be construed to include, but is not restricted to, failure of the successful firm to deliver in the time specified, or in the manner required, or at the prices quoted in the bid offer.
24. **SPECIAL BUYS:** The District/SAVE member reserves the right to purchase off contract items that may occasionally be offered as a “special one-time buy”. These special items would fall below current bid price. Current awarded bid vendors would be allowed to submit pricing on that item.
25. **BRAND NAMES:** Per A.A.C. R7-2-1042 (A)(2)(b), any manufacturer’s names, trade names, brand name or catalog designation used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other offerors but are intended to approximate the quality, design or performance desired. Any bid that proposes like quality, design or performance will be considered. The decision to whether an alternate or a substitution is “equal” or acceptable shall be determined solely by the Fine Arts Department and shall be final.

The brand or trade name, manufacturer’s name, and/or catalog number must be given in the column provided on the price sheets. If the bidder fails to indicate brand or trade name where requested, the item bid may be disqualified. If items being bid vary in any part from the specifications, the bidder will list specifically the deviations on the deviation sheet that is provided.
26. **VENDOR SPECIFICATIONS:** All vendors submitting items as equal to the specified brand/item number should submit current catalogs, excerpts from catalogs or industrial specifications. This information is required for bid evaluation purposes, and will not be returned. If the information provided is not specific enough to evaluate, additional information or samples must be delivered, at vendor’s expense, within 48 hours after notification. If information/samples are not submitted, or information is vague or incomplete, the evaluation of your product may not be accomplished and your bid may be considered not in compliance with this bid and therefore, may be rejected.
27. **SUBSTITUTIONS:** Substitution of items during the term of the contract shall only be allowed with the prior written approval of the Purchasing Department and the Fine Arts Department. If the original item was a wrapped product and a bulk product is approved for substitution, the vendor shall offer a reduced price commensurate with bulk item pricing. This clause does not allow bidders to substitute items that do not meet the original specifications of the bid. Substitutes made without approval will be considered a violation of the contract and may result in contract cancellation. Price of substituted items cannot exceed Governing Board approved price of unavailable items.

SPECIAL TERMS AND CONDITIONS

- 28. PRODUCT DISCONTINUANCE:** The District may award a contract for a particular manufacturer and/or models of equipment as a result of this solicitation. In the event that the manufacturer discontinues the product or model, the District at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:
1. A formal announcement from the manufacturer that the product or model has been discontinued.
 2. Documentation from the manufacturer that names the replacement product or model.
 3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
 4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
 6. As applicable, if a sample is requested, notification will be given whether the sample is acceptable, or is rejected, a reason shall be given.
- 29. SHIPPING TERMS:** Prices shall be (F.O.B. Destination), freight prepaid and allowed to the Tempe School District No.3 Warehouse at 1430 W. Elna Rae Street Tempe, AZ 85281 (or SAVE member's address as applicable). Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and related charges such as freight, insurance, warranty cost and any other applicable cost shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The District/SAVE member will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection. **Fuel surcharges are prohibited under this contract.**
- 30. RESTOCKING/RETURN SHIPPING FEES:** Restocking fees and return shipping fees for items that are returned due to damage, delivery outside of the specified time frame or dissatisfaction with the product are prohibited.
- 31. LICENSES:** Contractor shall maintain in current status all federal, state and local licenses, certificates, permits and like requirements required by the operation of the business conducted by the contractor.
- 32. WARRANTY:** All items bid shall be covered by the manufacturer's standard warranty. The warranty period for refurbished instruments shall be one year.

BLANKET DISCOUNT / VENDOR QUESTIONNAIRE

This invitation for bid includes a requirement for blanket discount pricing covering items and/or materials listed in current pricing documents. This requirement also includes discount pricing on additional items not shown on the separately attached pricing pages.

Bidders are required to supply a set of current/dated pricing documents (catalogs and/or price lists) for those items and/or materials offered electronically on CD or thumb drive. By submitting Blanket/Discount pricing as part of this bid, the vendor agrees to supply pricing documents as dictated above, and also accepts the responsibility of keeping these pricing documents current at all locations. Failure to include this information may result in the offer being rejected.

CATALOG/PRICE LIST DISCOUNT: Bidders shall offer prices for items based on a discount percent off of their most Recent Formally Published Price Schedule/Catalog(s) for product category(ies) bid, where applicable. Zero percent discount is acceptable. All prices in said catalog shall be calculated using the single discount amount offered in each category. The discount percentage off shall be uniform for all catalog items offered with the defined category grouping. All pricing contained therein shall be of fair market value competitive with other sellers in the industry. Custom tailored price schedules/catalogs shall not be considered by the District for this invitation for bid.

Company Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Email: _____

Phone: _____ Fax: _____

Web Site: www. _____

Reference Number for this Offer: _____

What is your minimum order? _____

Early Payment Discount: _____

Shipping/Handling (describe any and all fees the District may incur. **Fuel surcharges are prohibited under this contract.** A separate sheet may be attached with shipping policy details):

Return Policy: _____

Percentage of Catalog/Price List that are In Stock Items: _____

Square footage and approximate inventory value of nearest warehousing facility: _____

Does your firm have a store local to the Phoenix Metro area? Yes No

If yes provide address: _____

Discount offered off shelf price for in-store shopping (a zero percent discount is acceptable): _____%

BLANKET DISCOUNT / VENDOR QUESTIONNAIRE

Does the catalog discount(s) apply to the prices listed on your website or are the prices already discounted? _____

When items are backordered, how does your company communicate this information to the District/SAVE member?

Please explain your projected lead time for production on specialized instrument. (Examples: 1/8 size bass, bassoon, and oboe):

PRICE SHEET

Firm: _____

Market Basket: *The specific items listed on the “Price Sheets” are only a portion of what will be purchased and are listed for evaluation purposes. The District anticipates these are frequent ordered items. Bidder shall enter the discounted price for all items listed. The discounted price should reflect the percentage discount offered. In addition, the discount offered shall be applied to like items in each category, not listed. If price lists offered have multiple pricing columns, indicate which column is applicable. If bidding an alternate manufacturer, provide specification sheets and/or catalog page numbers for evaluation purposes. **BIDDERS ARE NOT REQUIRED TO RESPOND TO ALL ITEMS OR CATEGORIES TO BE CONSIDERED FOR AWARD UNDER THIS CONTRACT.***

The market basket is attached separately as an EXCEL spreadsheet. Please locate this attachment and complete prior to your bid submission.

SUBMIT ONE HARD COPY AND ONE ELECTRONIC COPY (CD OR THUMB DRIVE IN EXCEL FORMAT) OF THE PRICE SHEET ON FORMS PROVIDED AS ATTACHMENT TO SOLICITATION ON AZPURCHASING.ORG. YOUR BID MAY BE CONSIDERED UNRESPONSIVE IF YOU FAIL TO SUBMIT THE BID COST SPREADSHEET IN EXCEL FORMAT.

REFERENCES

List a minimum of three (3) references for present and former clients similar to the Tempe School District No. 3 using similar types of services. References from school district or other governmental entities are preferred. Do not include Tempe School District No. 3 or Public Entities identified herein as a reference.

****This form may be duplicated for subcontractor references***

Firm: _____

Contact Name: _____

Phone: _____ E-mail: _____

Commodities Purchased: _____

Firm: _____

Contact Name: _____

Phone: _____ E-mail: _____

Commodities Purchased: _____

Firm: _____

Contact Name: _____

Phone: _____ E-mail: _____

Commodities Purchased: _____

Firm: _____

Contact Name: _____

Phone: _____ E-mail: _____

Commodities Purchased: _____

OFFER AND ACCEPTANCE

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

Arizona Transaction (Sales) Privilege Tax License No.: _____

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____%

Email: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465 et. Seq.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §§ 41-4401 and A.R.S. §§ 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. §§ 35-392, the offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. §§ 35-391 and 35-393, the offeror does not have scrutinized business operations in Sudan or Iran.
7. In accordance with A.R.S. §§ 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.
8. 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.
9. 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 OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials, services or construction as indicated by the attached Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the Tempe Elementary School District No. 3.

This contract is for: **Instructional Aids - Music**

This contract shall henceforth be referred to as **Contract No. 18-20-22**. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives an executed purchase order from Tempe School District No. 3.

Awarded this _____ day of _____ 20_____

Elizabeth Yeskey, Chief Financial Officer

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when the District expends Federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply in all situations where the Contractor has been paid or will be paid with Federal funds:

(A) Contractor Violation or Breach of Contract Terms

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

Pursuant to Federal Rule (A) above, when the Tempe School District No. 3 (District) expends Federal funds, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C). Equal Employment Opportunity

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

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

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

(D). Davis-Bacon Act

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of \$2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The District must report all suspected or reported violations to the Federal awarding agency.

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Pursuant to Federal Rule (G) above, when Federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above. The District will report all violations to the Arizona Department of Education and to the USEPA Assistant Administrator of Enforcement.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H). Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the other than Executive Order 12549.

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I). Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or

an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

CONFIDENTIAL / PROPRIETARY SUBMITTALS

- Confidential / Proprietary materials not included.**
- Confidential / Proprietary materials included.** Bidders should identify below any portion of their bid deemed confidential or proprietary. Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Bidder and the District prior to any public disclosure. The District will be the final judge if materials will be accepted as confidential or not. Request to deem the entire offer or price as confidential will not be a consideration.

Complete description of the material to be considered confidential, the page number, paragraph and other identifiable information must be outlined below.

Company Name

Authorized Signature *Date*

Printed Name and Title

BID SUBMITTAL CHECK LIST

Bidders are required to supply current/dated pricing documents (catalogs and/or price lists) for those items and/or materials offered on a CD or thumb drive. One (1) original hard copy of your bid should be submitted as well as one (1) electronic copy on a CD or thumb drive. Tempe Elementary School District No. 3 will not assume responsibility for any costs related to the preparation or submission of the bid. In order for your bid to be considered, the following should be included:

Don't forget to include the following with your response:

- Price Sheets – ***SUBMIT ONE HARD COPY AND ONE ELECTRONIC COPY (CD OR THUMB DRIVE IN EXCEL FORMAT) OF THE PRICE SHEET ON FORMS PROVIDED AS ATTACHMENT TO SOLICITATION ON AZPURCHASING.ORG. YOUR BID MAY BE CONSIDERED UNRESPONSIVE IF YOU FAIL TO SUBMIT THE BID COST SPREADSHEET IN EXCEL FORMAT.***

- Descriptive literature of items offered as equal to the specifications listed ***(If the District is not able to determine if the product offered is not equal, then your bid may not be considered).***

- Alternative Brand Information

- Confidential/Proprietary Submittals Form

- Blanket Discount / Vendor Questionnaire Form

- References Form

- Offer & Acceptance Form

- EDGAR Certifications (pages 27-30)

- W-9 Form