

GLENDALE ELEMENTARY SCHOOL DISTRICT #40

VERIFICATION OF RECEIPT OF SOLICITATION

Liquefied Petroleum Gas (LPG) with Lease Tank
18.02.22

NOTICE

Complete and **return this page (only)** to verify receipt of solicitation

Please print or type

Company Name _____

Company Representative _____

Telephone _____

Fax _____

E-Mail Address _____

FAX COVER SHEET IMMEDIATELY TO (623) 237-6295

OR

E-MAIL COVER SHEET TO: mtopham@gesd40.org

Note: This cover sheet may be faxed or e-mailed. The solicitation response must be mailed or hand delivered in a sealed envelope.

If this form is not completed and returned to GESD, it is the vendor's responsibility to verify the issuance of any amendments prior to the solicitation due date.

**GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40
NOTICE OF REQUEST FOR PROPOSAL**

Material and/or Service: **18.02.22
Liquefied Petroleum Gas (LPG) with Lease Tank**

Proposal DUE DATE: April 6th 2017 Time: 1:00 P.M. (Local Phoenix Time)

Opening Location: Glendale Elementary School District No. 40
7015 West Maryland Avenue Building C
Glendale, AZ 85303

Pre- Request for Proposal Meeting: March 28th 2017 at 10:00 A.M.
Student Support Center
7015 West Maryland Avenue Building C
Glendale, AZ 85303

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

Proposals 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 Proposals shall not be considered.

Proposals must be submitted in a sealed envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope. All Proposals must be written legibly in ink or typewritten. Additional instructions for preparing a Proposal are provided herein.

All questions regarding this Request for Proposal may be sent via e-mail or fax to the Contract Specialist listed below. Questions will only be answered in writing.

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



Martin Topham
Contract Specialist
(623) 237- 6282 Phone
(623) 237-6295 Fax

March 21 2017
Date

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Special Terms and Conditions.....	4
Proposal Requirements.....	10
Scope of Work.....	12
Proposal Cost Form.....	14
Performance Evaluation Survey	15
Offer and Acceptance Form	16
Non Collision Affidavit.....	17
Confidential / Proprietary Submittal.....	18
Deviations & Exceptions.....	19
Conflict of Interest.....	20
I.R.S. W-9 Form, Request for Taxpayer Identification Number.....	21
Mailing Label.....	22
No Bid Form.....	23
Uniform Instructions to Offerors.....	24
Uniform Terms and Conditions.....	29

DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at [“www.azleg.state.az.us/arizonarevisedstatutes.asp”](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/public_services/Title_07/7-02.htm”](http://www.azsos.gov/public_services/Title_07/7-02.htm)

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at [“http://www.irs.gov/pub/irs-pdf/fw9.pdf”](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

SPECIAL TERMS AND CONDITIONS

1. Background

Glendale Elementary School District #40 (GESD) currently has Three (3) Leased Tanks on Property, Two (2) 1000 gallon water capacity tanks and One (1) 250 gallon water capacity tank. The Dispensing Unit is owned by Glendale Elementary School District #40 (GESD). The district currently has 28 busses that operate with Liquefied Petroleum Gas (LPG) with the expectations of purchasing additional buses that operate on LPG.

2. Purpose

Glendale Elementary School District #40 (GESD) is seeking a qualified vendor to provide delivery of Liquefied Petroleum Gas (LPG) to GESD, including tank.

A. Insurance

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

Successful Offeror will be required to provide proof of and maintain the following insurance requirements:

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

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

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

B. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with

all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

C. RFP Determination

As authorized by R7-2-1041-A, the Governing board of Glendale Elementary School District (GESD) has approved this class determination that it is either not practicable or not advantageous for GESD to procure the types of materials or services specified herein by competitive sealed bidding. The District has determined that it may be necessary to:

- Conduct discussions with the Offerors to determine their full understanding and responsiveness to the solicitation.
- Afford the Offerors an opportunity to amend their proposals by means of best and final offers.
- Compare the different price, service, quality and contract actual requirements of the proposal submitted. Price may not be the deciding factor in award of the contract.

2. **Anticipated Timeline**

ACTIVITY	DATE
RFP Issue Date	March 21, 2017
Pre- RFP Meeting	March 28, 2017
Proposal Due Date	April 6, 2017
*Proposal Evaluations	April 12, 2017
*Discussion & Negotiations (if needed)	April 17, 2017
*Best and Final Offers Due Date (if needed)	April 24, 2017
*Governing Board Award Date	May 25, 2017

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

3. **Terms of Award**

It is the intent of the District to award a multi-term contract, during the fiscal year 2017-2018, and continuing until June 30, 2018. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

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

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

4. **Single Award**

A contract under this proposal will be awarded to a single vendor. This is an “ALL OR NOTHING” award.

5. **Award Basis**

The successful offeror will be determined by Evaluation Criteria including but not limited to pricing, or other incentives offered. The Glendale Elementary School District reserves the right to award as many term contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone.

The District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the proposal form on the offeror's letterhead over the signature of the person signing the proposal form. Such appendages shall be considered part of the offeror's formal proposal. For the absence of any statements of deviation or exception, the proposal shall be accepted as in strict compliance with all terms and conditions.

If a contractor receives a proposal award, an order is placed and contractor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Request for Proposal, or is unable to hold proposal price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with proposal specifications, as determined by the District, the District reserves the right to go to the next lowest proposal price of equal quality which meets proposal specifications. If the proposal item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to the District's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

6. **Evaluation**

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

Evaluation criteria are listed below, in relative order of importance. Specific weighing may be used, but will not be required.

- A. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.

- B. District's assessment of the offeror's abilities to meet and satisfy the needs of the District, taking into consideration additional services, or expertise offered that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.
- C. Qualifications of the offeror, financial and otherwise, to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
- D. Past performance. Information obtained by the District from Performance Evaluation survey obtained from offeror's references or other clients. A score of (0) zero will be given if no surveys are received from offeror's clients.
- E. Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

7. **Billing**

All billing notices must be sent to the District's accounts payable department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed and reference the Purchase Order number. Any purchase order issued by the Glendale Elementary School District will refer to the RFP number of this Proposal.

8. **Price Clause**

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal.

Price reductions may be offered by submitting a request in writing to the District for consideration at any time during the contract period. The District at its own discretion may accept a price reduction. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. After initial contract term and prior to any contract renewal, the Glendale Elementary School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. All price adjustments will be effective upon acceptance of the Glendale Elementary School District.

9. **Safety Standards**

All items supplied on this Contract shall 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.

10. **Award**

It is expected that the award for this contract will be made in May of **2017**. The District reserves the right to ask for a best and final. Interviews may be required to clarify any issues that arise after each RFP is read.

11. **O.S.H.A Guidelines**

Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

12. **Interpretations, Addenda**

Should a firm find discrepancies in, or omissions from, the RFP Documents, or should he be in doubt as to their meaning, he shall at once notify the Contract Specialist who will send a written Addendum to all interested parties. The Contract Specialist will not be responsible for oral instructions or information. Questions received less than 72 hours before the RFP opening may not be answered.

Any addenda issued by the Contract Specialist during the time of offering are to be included in the RFP, and in closing a contract they become a part thereof. Firms shall acknowledge receipt of any Addenda within the RFP submittal.

13. **Fire Extinguishers**

Contractor shall provide adequate fire extinguishers designed for extinguishing LPG fires. Fire extinguishers shall be labeled or marked with the Underwriters Laboratory (UL) rating; fully charged, kept in working condition, and located so as to be easily accessible for emergency use and mounted with mounting brackets which shall permit visual determination of the extinguisher's charge levels. Contractor shall instruct District employees in their use.

14. **Licenses**

Contractor shall maintain in current status all Federal, State, and Local Licenses and Permits required for the operation of the businesses conducted by the Contractor.

15. **Contractor's License**

A vendor that offers to undertake, or purports to have the capacity to undertake, supervises others to repair, add to, subtract from, improve, move, wreck or demolish any building, highway, road, railroad, excavation, or to do any part thereof, including the erection of scaffolding or any other structure or work in connection with a construction; to connect such structures or improvements to utility service lines and metering devices and sewer lines; to provide mechanical or structural service for a structure or improvements, shall have all necessary Arizona State license and posted bonds. Copies of licenses shall be submitted by the vendor with this contract; the vendor agrees to keep any required license or bond up to date and in compliance with the rules and regulations of the Arizona Registrar of Contractors.

16. **Permits**

Contractor shall be responsible for obtaining any and all permits required to perform this installation. The District will pay for any and all permitting. The installation shall be in complete compliance with all federal, state, and city codes.

17. **Barriers**

Contractor shall provide barriers, as required, to permit public entry, to provide for District use of the site and to protect existing facilities and adjacent properties from damage.

18. **Spillage**

Contractor will be responsible for the clean-up of a contamination or spillage resulting from delivery and unloading.

19. **Training on Equipment**

Vendor shall provide a minimum of two hours of safe fueling procedure training to GESD personnel on an annual basis.

- A. Training shall be done at the GESD fueling location.
- B. Training date and time shall be coordinated with GESD.

PROPOSAL REQUIREMENTS

One (1) original, three (3) copies and one (1) electronic (thumb drive or CD) of your proposal should be submitted. The Glendale Elementary School District will not assume responsibility for any costs related to the preparation or submission of the proposal. In order for your proposal to be considered, the following shall be included and should be referenced with ***index tabs***:

Performance Evaluation Survey (page 15). Each Vendor is responsible for sending out a survey questionnaire to each reference making sure they complete the survey and return the form **directly** back to the Purchasing Department.

This survey is to be completed by your clients. Your clients will then fax the form back to the Purchasing Department at 623-237-6295.

To do this, fill out the top portion, (**To, Name of your company, Company being surveyed, and Phone**) on the attached Performance Evaluation Survey. Fax, e-mail or mail the form to clients for which you have previously provided services to. All clients must be different (can't have multiple people evaluate the same location). **Clients shall complete the survey and fax it to the Glendale Elementary School District directly by the time and date indicated.** The maximum number of surveys that will receive credit is five and the minimum number is one. Credit will be given to vendors with more high performing surveys and School District experience.

Tab 1. **Letter of Interest.** Include signed letter of interest, stating the firm's or individual's interest and qualifications in providing these services. Letter shall include firm's history, organizational chart, local office, primary contact, and form of ownership.

Method of Approach. Provide a detailed plan for delivery of LPG and installation of tank, timeframe for installation to be complete, current District fuel management system tie-in and training of District personnel on fueling station. Include recommended re-fueling plan for the size and style of tank being offered.

Specifications. Provide detailed specifications of tank and dispensing station to be installed. This shall include but not be limited to information regarding size and style of tank vendor will provide.

Repair and Maintenance. Provide details on repair and maintenance schedule; include response time, emergency repairs and communication plan with the District regarding repairs and maintenance.

Emergency Fuel. Provide information on emergency fueling for offsite needs. Include response times and procedures.

Proposal Cost Form (page 14). Complete the attached Proposal Cost Form as per the instructions stated on the form.

Offer and Acceptance Form (page 16). Complete and sign the attached Offer and Acceptance Form as per the instructions stated on the form.

Non-Collusion Affidavit (page 17). Complete and sign the attached Non-Collusion Affidavit Form as per the instructions stated on the form.

Confidential / Proprietary Submittal Form (page 18). Complete and **sign** the attached Confidential / Proprietary Submittal Form as per the instructions stated on the form.

Deviations and Exceptions Form (page 19). Complete and **sign** the attached Deviations and exceptions Form as per the instructions stated on the form.

Conflict of Interest Form (page 20). Complete and sign the attached Conflict of Interest Form as per the instructions stated on the form.

Signed I.R.S. W-9 Form, Request for Taxpayer I.D. Number (page 21). Complete and sign the attached W-9 Form. A copy of this form may also be obtained from “<http://www.irs.gov/pub/irs-pdf/fw9.pdf>”.

Tab 2. **Ancillary Contract**. The form of contract for any award made as a result of this proposal will be a District purchase order (issued annually), referencing this RFP, which shall be considered a part of the contract. The amount will be based upon the fees shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal.

Mailing Label (page 22). Complete and attach the mailing label to the outside of your sealed envelope as per the instructions stated on the form.

SCOPE OF WORK

1. This specification describes the delivery of Liquefied Petroleum Gas (LPG) to GESD, including tank and, tank and dispenser maintenance, installation of jersey barriers if needed, and the lease of tank. All equipment, material and work performed shall be in compliance with the NFPA-58 safety codes, the National Electric Code (NEC), and federal, state, county, and local codes. All equipment, material, and work performed to these specifications shall meet or exceed all requirements.
2. The dispenser is and shall be tied into the District's fuel management system.
3. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all equipment offered under this specification is in good working order and shall be in compliance with the current National Fire Protection Association (NFPA-58) safety codes.
4. The District is requesting that vendors provide the best solution to accommodate District needs. This shall include but not be limited to information regarding size and style of tank vendor will provide, re-fueling recommendation.
5. Vendor should submit with the solicitation, the latest printed literature and detailed specifications on equipment the respondent proposes to furnish. This literature is for informational purposes only.
6. All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
7. The unit shall be completely assembled and adjusted, and all equipment including standard and supplemental equipment shall be installed and the unit made ready for continuous operation upon delivery.
8. Repairs and Maintenance
 - A. Vendor shall perform all equipment repair and preventive maintenance at no cost to GESD, for the duration of the contract.
 - B. Routine repairs and maintenance shall be performed by the vendor within two working days after GESD notification. Vendor failure to provide routine repair, maintenance, or both within two working days of GESD notification will be grounds for cancellation of the purchase order without further cause.
 - C. Emergency repair or maintenance, or both, shall be performed by the vendor within four hours after GESD notification.
 - D. GESD at its sole discretion will determine what constitutes emergency repair or maintenance, or both.
 - E. Vendor failure to provide emergency repair or maintenance, or both within four hours of

GESD notification, by telephone, will be grounds for cancellation of the purchase order without further cause. Telephone conversation may be confirmed in writing by GESD.

Tank shall remain the property of the vendor. Dispensing Unit, Barriers, electric lines and conduit to the tank, and concrete pad(s), shall remain the property of GESD.

9. Barriers shall be installed around perimeter of the tank for safety (if needed). Jersey barriers are preferred.

10. Vendor shall be responsible for the removal of the tank at the end of the contract or upon purchase order cancellation. A GESD contact person, as designated on the purchase order, shall coordinate with vendor for the removal of the empty tank. All electrical lines, conduit up to the tank, jersey barriers and concrete pad(s) shall be left in place, undamaged.

PROPOSAL COST FORM

Total cost for set up of tank to be operable \$ _____

Refueling of Propane Tank on District Site

Fuel cost on March 15th 2017, LPG cost per gallon (for comparison only) \$ _____

Other charges and taxes \$ _____

Total cost of delivered fuel per gallon \$ _____

Explanation of how these charges are calculated _____
(This calculation shall remain the same through the term of the contract)

Emergency LPG refueling for off-site needs

Fuel cost on March 15th 2017, LPG cost per gallon (for comparison only) \$ _____

Other charges and taxes \$ _____

Total cost of delivered fuel per gallon \$ _____

Response times to off-site locations _____

Lease Charges

Lease of Tank \$ _____ per year

Other charges as may apply and explanation \$ _____

Maintenance & Repair on Dispensing Pump

Hourly Rate during Business Hours (Monday – Friday 7A – 5P) \$ _____ per hour

After Hour Rate (including Weekends and Holidays) \$ _____ per hour

All Replacement Parts are at Dealer Cost

(Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)

PERFORMANCE EVALUATION SURVEY

Top portion is to be completed by the vendor. Bottom portion is to be completed by the past clients.

To the attention of :

Name of client’s company:

Phone:

Company being surveyed:

Subject:

To Whom It May Concern:

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

The company listed above has chosen to participate in this program. They have listed you as a past client that they have provided services for. Both the company and Glendale Elementary School District would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

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

NO.	Criteria	Unit	Score
1	Ability to maintain schedule with deliveries of LPG	(1-10)	
2	Response time for service	(1-10)	
4	Close out process (invoicing, no unexpected fees)	(1-10)	
5	Communication with District	(1-10)	
6	Ability to follow the user’s rules, regulations, and requirements	(1-10)	
7	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	

TOTAL POINTS _____

Thank you for your time and effort in assisting the vendor in this important endeavor. Please fax this questionnaire to **Glendale Elementary School District** at (623) 237-6295 by 1:00 p.m., April 6th 2017.

Signature

Date

Printed Name

Title

*** Company being Surveyed***

OFFER AND ACCEPTANCE FORM

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.

For clarification of this offer, contact:

_____			_____	
Company Name			Name	
_____			_____	
Address			Phone	
_____			_____	
City	State	Zip	Fax	
_____			_____	
Tax Rate: _____%			E-Mail	
_____			_____	
Arizona Transaction (Sales) Privilege Tax License No.			Signature of Person Authorized to Sign Offer	
_____			_____	
Federal Employer Identification No.			Printed Name	
_____			_____	
CERTIFICATION			Title	

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 ARS §§ 41-1461 through 1465.
3. The offeror does not have scrutinized business operations with Iran pursuant to ARS § 35-393, or Sudan pursuant to ARS § 35-391.
4. The offeror does not support international terrorism, pursuant to ARS § 35-392.
5. The offeror is in compliance and shall maintain compliance with FINA, ARS § 41-4401, and ARS § 23-214, which require compliance with federal immigration laws by State employers, State contractors, and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
6. The offeror shall comply with fingerprinting requirements in accordance with ARS § 15-512, unless otherwise exempted.
7. The offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
8. 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.
9. In accordance with A.R.S. 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor’s Offer as accepted by the School District/public entity.

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

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

Awarded this _____ day of _____ 20____

THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR RESPONSE

NON-COLLUSION AFFIDAVIT

State of Arizona)
)
County of) ss.

_____, affiant,

the _____
(Title)

(Contractor/Offeror)

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

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

(Signature)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20

Signature of Notary Public in and for the

State of _____

County of _____

THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR RESPONSE.

CONFIDENTIAL / PROPRIETARY SUBMITTAL

Confidential / Proprietary materials not included.

Confidential / Proprietary materials included. Offerors should identify below any portion of their Offer deemed confidential or proprietary (see Uniform Terms and Conditions, Paragraph 18). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. 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, including the page number, paragraph and other identifiable information must be outlined below.

The Undersigned hereby acknowledges that any items deemed to be confidential or proprietary are clearly listed on this Form.

Company Name

Authorized Signature

Date

DEVIATIONS AND EXCEPTIONS

Offerors shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Clearly identify the specific paragraph(s) of the Solicitation where the exceptions occur describe in detail. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.

Exceptions (mark one):

- No Deviations / Exceptions**
- Deviations / Exceptions Taken** (explain in detail - attach additional pages if needed):

The Undersigned hereby acknowledges that any deviations / exceptions to this Solicitation are clearly listed on this Form.

Company Name

Authorized Signature Date

Printed Name & Title

Conflict of Interest Vendor Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the vendor’s other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form shall indicate whether the vendor has any existing relationship with an employee or Board Member of the Glendale Elementary School District. The vendor should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest.

Date: _____

Name: _____

Company: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

___ I have no conflict of interest to report.

___ I have the following conflict of interest to report

1. _____

2. _____

3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date: _____

Form W-9
 (Rev. December 2011)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return) _____

Business name/disregarded entity name, if different from above _____

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.) _____ Requester's name and address (optional) _____

City, state, and ZIP code _____

List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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.

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

Social security number								
					-			
					-			

Employer identification number								
						-		
						-		

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

MAILING LABEL

From:

Liquefied Petroleum Gas (LPG) with Lease Tank
Due date: April 6th 2017
TIME: 1:00 P.M. (Phoenix Local Time)

Deliver to:

**GLENDALE ELEMENTARY SCHOOL DISTRICT
PURCHASING DEPARTMENT ATTN: SALLIE RADER
7015 WEST MARYLAND AVENUE BLDG C
GLENDALE, AZ 85303**

RFP NO: 18.02.22

SEALED RFP- DO NOT OPEN

Cut along the outer border and affix this label to your sealed RFP envelope/package to identify it as a “SEALED RFP.” Be sure to include the name of the company submitting the RFP where requested:

**** When using an express carrier this label must still be on the outside of the package****

The purchasing department may be reached at the following numbers:

Martin Topham – (623) 237-6282
Lourdes Banuelos – (623) 237-6281
Fax – (623) 237-6295 “No Bid” Response Form

“NO BID” RESPONSE FORM

18.02.22

Liquefied Petroleum Gas (LPG) with Lease Tank

If you do not wish to bid on this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason(s) for your decision and return this page. Failure to respond may result in deletion of your name from the district’s vendor listing. This form may be returned to the address listed below, or faxed to 623-237-6295. A “No Bid” will be considered a response.

- I am submitting a “No Bid” at this time. Please keep my name on the District’s Bidder’s List.
- I cannot meet the product/service specifications as described in the solicitation due to:
- I cannot meet the Terms and Conditions of the solicitation because:
- I do not provide services of this nature.
- I no longer wish to do business with Glendale Elementary School District. Please remove my name from the District’s Bidders List.

Name of Company			Date Signed
Signature of Person Authorized to Sign Offer			Phone
Typed Name			Fax
Title			E-Mail
Address			
City	State	Zip	

Please return this completed form to:
Glendale Elementary School District
Purchasing Department
7015 W Maryland Ave Bldg C, Glendale, 85303
Phone# 623-237-6282
Fax # 623-237-6295

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

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

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

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.

The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for 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 Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer.
- K. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the 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. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. **Submission of Offer**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/public entity shall make a determination on whether the stamped information is confidential pursuant to the Arizona School District/public entity's Procurement Code.

- D. Non-Collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state, and local laws and executive orders regarding employment.

5. **Evaluation**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. Arizona Transaction privilege and use taxes shall not be considered when evaluating Offers.
- C. Late Offers. An Offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
1. Waive any minor informality;
 2. Reject any and all Offers or portions thereof; or
 3. Cancel a Solicitation.

6. **Award**

- A. Number or Types of Awards. Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by a group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/public entity's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the school district's Governing Board. Offerors will be so notified in writing by the School District.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Non-Exclusive Contract. Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Glendale Elementary School District. The District reserves the right to obtain like goods and services from other sources.

7. **Protests**

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted there-under. Protests shall be in writing and be filed with the District Representative, Kevin Hegarty, Deputy Superintendent for Business Services. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
and
- E. The form of relief requested.

UNIFORM TERMS AND CONDITIONS

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

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

2. Contract Interpretation

- A. **Arizona Law.** The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. **Implied Contract Terms.** Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

- C. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the District 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 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 School District/public entity and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

4. **Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/public entity within thirty (30) days. *The Purchase Order number must be referenced on the invoice.*
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
 - 1. Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. I.R.S. W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.
- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/public entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/public entity will make reasonable efforts to secure such funds.

5. **Contract Changes**

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. 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 and this Contract based on those changes.

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

6. **Risk and Liability**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 - 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

7. **Warranties**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/public entity of the materials or services, they shall be:
 1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quantity within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/public entity shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials or services by the School District/public entity.
- E. Year 2000.
 1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including, but not limited to, calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the School District/public entity in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system or that the information technology products being acquired perform as a system in combination with other School District/public entity information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the School District/public entity for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In Addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

- F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.
 - G. Compliance with Applicable Laws. Contract vendor shall comply with all local, state and Federal laws, rules and regulations applicable to the work. All work shall be accomplished in conformance with OSHA safety requirements, and any additional Federal, state, or local requirements. Contractor shall maintain all applicable license and permit requirements.
 - H. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the school district/public entity including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
8. **School District/Public Entity's Contractual Remedies**
- A. Right to Assurance. If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/public entity's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.
 - B. Stop Work Order.
 - 1. The School District/public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
 - C. Non-exclusive Remedies. The rights and the remedies of the School District/public entity under this Contract are not exclusive.
 - D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
 - E. Right of Offset. The School District/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/public entity or damages assessed by the School District/public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. **Contract Termination**

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

10. **Contracts Claims**

All Contracts claims and controversies under this Contract shall be resolved according to A.R.S Title 15-213 and rules adopted thereunder.

11. **Offshore Performance of Work Prohibited**

Due to the security and identity protection concerns, direct services under this 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 State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

12. **Business Operations in Sudan/Iran**

In accordance with A.R.S. Title 35-391, the Contractor shall not have scrutinized business operations in Sudan. In accordance with A.R.S. Title 35-393, the Contractor shall not have scrutinized business operations in Iran.

13. **Terrorism Country Divestments**

In accordance with A.R.S. Title 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, Contractor warrants compliance with the Export Administration Act.

14. **Contractor’s Employment Eligibility**

By entering into the contract, the 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 the 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.

15. **Fingerprinting Requirements**

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card in accordance with A.R.S. 15-512. An exception to this requirement may be made as authorized in Governing Board policy. Contractors, subcontractors or vendors and their employees shall not provide services on school district property until so authorized by the District.

16. **Federal 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 (Section 29, CFR Part 5), the Copeland “Anti-Kickback” Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, contractor must submit weekly payroll records to the member. Contractor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with Federal grant monies, contractor additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state and local governments (24 CFR, Part 85, subpart 36 – procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights; and applicable standards, orders or requirements issued under: Section 306 of the

Clean Air Act; Section 508 of the Clean Water Act; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.

All federally assisted contracts that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the contractor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

If Federal grant monies are spent under this contract, Contractor may be asked to provide additional information, disclosures and/or certification in compliance with Federal regulations. This additional documentation may pertain to, but is not limited to, the following: federal lobbying (Section 319 of Public Law 101-121), international shipping, Clean Air Act, Clean Water Act, and debarment / suspension status.