



Glendale Elementary School Dist. #40
NOTICE OF INVITATION FOR BID

Food Service Disposable Serving Supplies

IFB: 18-06-22

Bid Due Date: [November 7, 2017](#)

Time: [1:00 pm Local Time](#)

Deadline for Questions: [October 31, 2017, 1:00 pm Local Time](#)

Opening Location: Glendale Elementary School District #40
Purchasing Department
7015 W. Maryland Avenue, Bld. 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, bids for the material or services specified will be received by the Glendale Elementary School District #40 at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the bidders pricing shall be publicly read and recorded. All other information contained in the Bid shall remain confidential until award is made. **If you need directions to our office**, please call **(623) 237-6286**.

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

Bids must be submitted in a **sealed** envelope/package with the bid number and Bidder's name and address clearly indicated on the envelope/package (label provided page 53). All Bids must be written legibly in ink or typewritten. Additional instructions for preparing a Bid are provided herein.

This Bid is being done by the Glendale Elementary School District #40, as a member of the Greater Phoenix Purchasing Consortium of Schools "GPPCS". While this Bid is for the Glendale Elementary School District #40, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Members of "GPPCS", a group of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible School Districts/public entities, recognizing potential equipment, logistical and capacity limitations by bidder may limit "piggybacking" of this award. Individual school district/public entities would negotiate service with successful bidders using the bid pricing specified herein. No volume is implied or guaranteed.

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

Contact:	<u>Ana Guerrero <i>Ana Guerrero</i></u>	Phone Number:	<u>(623) 237-6282</u>
Title:	<u>Buyer</u>	Fax Number:	<u>(623) 237-6295</u>
Email:	<u>anguerrero@gesd40.org</u>	Date:	<u>10/19/2017</u>

COOPERATIVE PURCHASING

This solicitation is being done by the Glendale Elementary School District #40 as a member of the Greater Phoenix Purchasing Consortium of Schools (GPPCS) 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 school district must have entered into a cooperative purchasing agreement with the consortium as required by School District Procurement Rule A.A.C. R7-2-1191. No volume is implied or guaranteed.

Below is a list of current member districts in the Consortium who potentially may wish to utilize this contract. Other school districts in and around the Maricopa County may be added during the term of the contract by GPPCS with the approval of the lead district and the contract bidder. The estimated volume of purchases by other districts within GPPCS have been taken into consideration by the lead district and all other school districts that are not members of the GPPCS are prohibited from using the contract.

Greater Phoenix Purchasing Consortium of Schools

Current School of District Members

1. Agua Fria Union High School District No. #216
2. Alhambra Elementary School District #68
3. Apache Junction Unified School District #43
4. Avondale Elementary School District #44
5. Balsz Elementary School District #31
6. Buckeye Elementary School District #33
7. Buckeye Union High School District #201
8. Cartwright Elementary School District #83
9. Casa Grande Elementary School District #4
10. Casa Grande Union High School District #82
11. Cave Creek Unified School District #93
12. Chandler Unified School District #80
13. Coolidge Unified School District #21
14. Creighton Elementary School District #14
15. Deer Valley Unified School District #97
16. Dysart Unified School District #89
17. East Valley Institute of Technology
18. Florence Unified School District #1
19. Fountain Hills Unified School District #98
20. Fowler Elementary School District #45
21. Gilbert Unified School District #41
22. Glendale Elementary School District #40
23. Glendale Union High School District #205
24. Higley Unified School District #60
25. Isaac Elementary School District #5
26. J.O. Combs Unified School District #44
27. Kyrene Elementary School District #28
28. Laveen Elementary School District #59
29. Liberty Elementary School District #25
30. Litchfield Elementary School District #79
31. Littleton Elementary School District #65
32. Madison Elementary School District
33. Maricopa County Regional School District #509
34. Maricopa Unified School District #20
35. Mesa Unified School District #4
36. Morristown School District #75
36. Murphy Elementary School District #21
37. Nadaburg School District #81
38. Osborn Elementary School District #8
39. Palo Verde Elementary School District #49
40. Paradise Valley Unified School District #69
41. Pendergast Elementary School District #92
42. Peoria Unified School District
43. Phoenix Elementary School District #1
44. Phoenix Union High School District #210
45. Queen Creek Unified School District #95
46. Riverside Elementary School District #2
47. Roosevelt Elementary School District #66
48. Saddle Mountain Unified School District #48
49. Scottsdale Unified School District #48
50. Stanfield Elementary School District #24
51. Tempe Elementary School District #3
52. Tempe Union High School District #213
53. Tolleson Elementary School District #17
54. Tolleson Union High School District #214
55. Union Elementary School District #62
56. Washington Elementary School District #6
57. West-MEC District #402
58. Wickenburg Unified School District #9
59. Wilson Elementary School District #7

Charter School Members

60. Horizon Community Learning Center

SURVEY INFORMATION

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

DISTRICT	ESTIMATED ANNUAL USAGE
Glendale Elementary School District	\$245,000
Washington Elementary School District	\$90,000
Paradise Valley Unified School District	\$50,000
Deer Valley Unified School District	\$25,000
Avondale Elementary School District	\$35,000
Gilbert Unified School District	\$240,000
Scottsdale Unified School District	\$75,000
TOTAL	\$760,000

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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: <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

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

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

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

UNIFORM 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 School District/Public Entity that is issued for the purpose of making changes in the Contract.
- C. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- D. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- E. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- F. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- G. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Inquiries

- A. Duty to Examine. It is the responsibility of each 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.
- G. Pre-Bid Conference. If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. Statements made during a pre-bid conference are not an amendment to the solicitation. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

UNIFORM INSTRUCTIONS TO BIDDERS

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 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/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Bid. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Bidders do not indicate taxes on a separate item in the Bid, the School District/Public Entity will conclude that the price(s) bid includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Bidder.
- 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;

UNIFORM INSTRUCTIONS TO BIDDERS

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 (**label provided on page 53**).
- B. Electronic Submission. If determined by the District that electronic submission of bids is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the IFB. Unless otherwise instructed, a facsimile or electronically submitted Bid shall be rejected.
- C. Bid Amendment or Withdrawal. A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdraw is received before the Bid due date and time at the location designated in the Invitation for Bid. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under R7-2-1028.
- D. Public Record. Under applicable law, all Bids submitted and opened are public records and must be retained by the School District/Public Entity. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by the School District/Public Entity, pursuant to R7-2-1006. If a 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. Vendor, lead agency and GPPCS agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor, GPPCS, and lead agency understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.
- E. Non-collusion, Employment, and Services/Certification. 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; Federal Executive Order 11246; and
 3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), 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; and
 4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law; and

UNIFORM INSTRUCTIONS TO BIDDERS

5. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any Federal department or agency, public procurement unit or other governmental body; and
6. 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;
7. By submission of this Bid, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. 35-393.

5. **Additional Bid Information**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- C. Late Bids, Modifications or Withdrawals. A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).
- D. Disqualification. A Bid from a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Bid Acceptance Period. A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).
- F. Payments. . Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Bids or portions thereof; or
 3. Cancel a solicitation.

6. **Award**

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.
- 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.

UNIFORM INSTRUCTIONS TO BIDDERS

- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Bid and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
and
5. The form of relief requested.

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

C. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.

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

E. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- 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.

UNIFORM GENERAL TERMS AND CONDITIONS

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Bid and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School

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District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - B. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
 - C. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
 1. A quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District/Public Entity.

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- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. School District/Public Entity's Contractual Remedies

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

8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or

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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. Vendor understands that Vendor is ineligible to receive a contract award with GPPCS if Vendor is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689).

- D. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

- E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.
3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.

- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

9. Contract Claims

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

10. Cooperative Purchasing

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Greater Phoenix Purchasing Consortium of Schools "GPPCS" is a group of schools/public entities who have

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signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by an eligible School District for the benefit of all eligible School Districts/public entities.

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

11. Gift Policy

The Greater Phoenix Purchasing Consortium of Schools (GPPCS) will accept no gifts, gratuities or advertising products from bidders. The GPPCS has adopted a zero tolerance policy concerning bidder gifts. Members of the GPPCS may request product samples from bidders for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

12. Integrity of Bid

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

13. Federal and State Requirements

- A. Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.
- B. Vendor shall comply, when working on any federally assisted projects with the following:
1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
 2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
 3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
 4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
 5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
 6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
 7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
 8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
 9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
 10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75- 77 and 81 ("EDGAR"),

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11. 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 (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to GPPCS members.

14. **Offshore Performance**

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

15. **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.

16. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member 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.

17. **Registered Sex Offender Restrictions** – For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion.

Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

20. **EDGAR**-When a Public Entity seeks to procure goods and services using funds under a federal grant or contract,

specific to 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 must complete the EDGAR Vendor Certification Form contained within this document.

21. **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.

22. **Fingerprint Clearance Cards**

Fingerprint clearance cards will not be required for this contract.

In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid

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fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.

23. Clarifications

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

24. Confidential/Proprietary Information

Confidential information request: If Bidder believes that its Bid contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School

District/Public Entity of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Bidder in writing of such determination.

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

Public Record: All Bids submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official at 7015 W. Maryland, Bld C., Glendale, AZ 85303 by appointment.

25. Boycott of Israel

Boycott of Israel – Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

1. **District Representative**

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

2. **Purpose**

The purpose of this Invitation for Bid (IFB) is to a contract for Food Service Disposable Serving Supplies for the Glendale Elementary School District #40 and GPPCS members. The district is required to follow 2 CFR Part 200 when utilizing Federal CNP (Child Nutrition Program) funding. <http://www.azed.gov/hns/nslp/procurement/>.

Glendale Elementary School District #40 (GESD) comprised of 17 schools serves over 12,000 students in pre-kindergarten through eighth grade. The District covers approximately 16 square miles, located in Glendale Arizona.

3. **Sufficient Funds**

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

4. **Insurance**

Bidder agrees to maintain such insurance as will fully protect Bidder 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 Bidder, its employees, or by anyone directly or indirectly engaged or employed by Bidder. Bidder agrees to maintain such automobile liability insurance as will fully protect Bidder 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 Bidder or its employees, while providing services to the District.

Successful Bidder may be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$500,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Glendale Elementary School District #40 and Members of the Greater Phoenix Purchasing Consortium of Schools (GPPCS) as an additional insured party.

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

5. **Affordable Care Act**

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

6. **Licenses**

Successful Bidder shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Bidder.

7. **Safety**

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

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

8. **Fingerprint Requirements**

Fingerprint clearance cards will not be required for this contract.

9. **Terms of Award**

Per A.A.C. R7-2-1024(B.1.i), it is the intent of the District to award a multi-term contract, beginning 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.

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.

It is estimated that Governing Board approval for this contract will be made in January 2018.

10. **Contract Award**

Per A.A.C. R7-21042(A)(3)(b), it is the intent of the District to award a multi-term contract, beginning during the fiscal year 2017/2018, and continuing until June 30, 2018. A contract under this bid will be awarded to multiple vendors. It is expected that multiple firms will be awarded as there are a number of districts/entities using this bid. There is a need for availability of representation across multiple locations when an issue arises, and because of possible conflicts of interests with any given issue.

The District reserves the right to make a multiple award to more than one bidder. The award will be limited to the least number of bidders that the District determines is necessary to meet the needs of the District and GPPCS members.

It is expected that the award for this contract will be made in 60 days. However, no commitment is made to this award date.

11. **Award Basis**

Per A.A.C. R7-2-1024, successful responsive and responsible bidders will be determined by ability to provide the items asked for, pricing of the items, terms for freight on small orders; and use of procurement cards. The market basket total and the ability to fill the market basket will also be an evaluation factor for award of this Bid.

- A. The discount for each market basket item will not change over the life of the contract.
- B. Pricing is based on the user ordering by purchase order, procurement card, or on-line.
- C. A value added service would be free shipping on all orders, or orders over a certain dollar value determined by the Bidder.

In accordance with A.A.C. R7-2-1024(B.1.c) the District shall consider partial bids for award of a contract under this IFB.

12. **Evaluation**

Representatives of the District and GPPCS will evaluate the Bid.

Per A.A.C. R7-2-1031, the Bids will be initially evaluated for conforming to the requirements of the Bid. All those responsible and responsive bidders who met requirements will then be evaluated for pricing and specification of products.

Other factors to be considered in making the award include but are not limited to: conformity with specifications, support available from bidder representative, reliability of Bidder, satisfaction of Bidder's previous service, time for delivery, user need and adherence in providing information as requested in this Invitation for Bid.

All Bids shall be open for public inspection after award of contract, except to the extent the Bidder designates, and the District concurs, that trade secrets or other proprietary data contained in the Bid documents remain confidential in accordance with A.A.C R7-2-1006 and R7-2-1016.

13. **Discount Off Catalog**

It is recognized that catalog pricing may change during the contract term, but trade discounts awarded on this Bid must remain firm throughout the entire contract period. Bidder must be awarded at least one line item in order to be awarded to be awarded the discount off portion of the bid.

14. **Price Adjustments**

The District understands that market pricing fluctuates often and pricing can increase or decrease rapidly. The District reserves the right to request full documentation from the industry for price increases during the term of the contract. The District reserves the right to purchase products at the new price or from the next lowest responsive and responsible bidder. All price adjustments will be effective upon written acceptance of the District.

15. **Market Basket**

A Market Basket will be used to represent and cover various areas of typical food service disposable serving supplies.

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

16. **Freight Charges**

Freight charges should be indicated for each category. Examples:

- A. Freight charges apply OR
- B. No freight with orders over \$50 OR
- C. FOB Destination

17. **Product Delivery**

Any Bid item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the bidder immediately and replaced to the District's satisfaction at no additional charge, or issue full credit.

18. **Guarantees By the Successful Bidder(s)**

Bidder guarantees that equipment or material offered is standard, new, and as required by the specifications. Every item delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from the date of purchase. If during this period such faults develop, the successful Bidder agrees to replace the item affected without cost to the District.

19. **Minimum**

The volume of value of purchase under the resultant contract(s) is unknown. The District shall not be bound to purchase a minimum quantity during the contract period. The quantities listed are an estimated amount based upon GPPCS member survey documented usage page 3. The District reserves the right to increase or decrease any estimated quantities.

20. **Non-Exclusive Contract**

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

21. **Inspection**

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

22. **Bidder Responsibility**

The successful Bidder shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Bidder shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful Bidder shall adequately screen all employees and, where applicable, independent contractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.

The successful Bidder shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful Bidder agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.

The successful Bidder must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Bidder's responsibility to ensure continuation of service.

The successful Bidder must provide adequate training for all contracted employees providing services under this contract.

The successful Bidder must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

23. **Acknowledgement of Amendments**

In accordance with A.A.C. R7-2-1024 (B.1k), bidder shall acknowledge receipt of all amendments by signing the Amendment acknowledgement form on page 33.

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

24. Bidder Required Contract/Agreement

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

25. Delivery

Deliveries must be received within time agreed to by the District and the Bidder. The District should make decisions as to compliance with contract services and time and their decision should be final. The items on this contract should be delivered to 7015 W. Maryland Avenue, Bld. C, Glendale, AZ 85303, for G.E.S.D. and Coop members designated delivery location.

26. Required Delivery Date

All items specified in this Invitation for Bid **shall** be received by June 30, of every fiscal year, **no exceptions**. Incomplete orders will be cancelled after this date and any shipments received will be returned to the bidder.

27. Authority

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

28. Integrity of Bid

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

29. Billing

All billing notices must be sent to each District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by **Glendale Elementary School District #40** or a member of the GPPCS will refer to the IFB number of this Bid.

30. Price Clause

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

After initial contract term and prior to any contract renewal, the **Glendale Elementary School District #40** 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. The bidder shall likewise Bid any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the **Glendale Elementary School District #40**

31. Fuel Surcharges

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

32. Brand Name or Equal

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 bidders but are intended to approximate the quality design or performance which is desired. Any Bid which proposes like quality, design or performance will be considered. If the description of your Bid differs in any way, you must give complete detailed description of your Bid including pictures and literature where applicable.

33. Descriptive Literature

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

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

34. Deviations to Bid

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended by completing Deviations and Exceptions form on page 30. Exceptions must be signed by authorized representative of the company. Such appendages shall be considered part of the Bidders formal Bid. For the absence of any statements of deviation or exception, the Bid shall be accepted as in strict compliance with all terms and conditions.

35. Procurement Methods

Any parts or repair services obtained under this Invitation for Bid may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. The percent discount for parts and the labor rate must remain the same no matter what purchasing method the District uses.

37. Bid Requirements

One (1) original, two (2) copies and one (1) electronic copy in the form of a USB Flash Drive of your Bid must be submitted. The Glendale Elementary School District #40 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 and should be referenced with **index tabs (1-5)**:

- Tab 1.** A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the Bid are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.
- Tab 2.** The form of contract for any award made as a result of this Bid will be a District purchase order (issued annually), referencing this IFB, which should be considered a part of the contract. The amount will be based upon the fees shown in the Bid, 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 Bid contract must be included with the Bid. (If Applicable)
- Tab 3.** Bid Cost Form and Market Basket (23)
- Tab 4.** Offer and Acceptance Form (28)
Amendment Acknowledgment (If Applicable- 33)
Non-collusion Affidavit Form (Notarized-34)
Small Business, Minority-Owned Firms, and Women's Business Enterprises Form/Certification (35)
Debarment Certification (36)
EDGAR Certification (37)
Conflict of Interest (50)
- Tab 5.** Statement of No-Bid (If Applicable – (29)
Deviations and Exceptions (If Applicable – (30)
Confidential/Proprietary Submittals (If Applicable - (31)
Additional Materials Submitted (32)
Performance Evaluation Survey (42)
Vendor Registration Form (43)
W-9 (51)
Certificates of Insurance (52)
Label (53)
Submittal Checklist (54)

Failure to include any of the above information in this IFB may result in rejection of the offer.

BID COST FORM

Section 1. Company Name and Locations

Vendor Name: _____

1. If your response includes stores doing business under multiple names, list the names of all stores included in the bid. Use a separate page to list all names if necessary.

- a. _____
- b. _____
- c. _____
- d. _____

Section 2. Discount

1. Percent discount off on stocked items. _____%
(Do not give a range of discounts. Discount of 0% will mean that stock price is discounted price. If you have any exceptions list them below.)

2. Percent discount off stock items: _____%

3. Exceptions to above discount(s). (Attach a separate spreadsheet if necessary.)

_____ %	_____ %
Name of Manufacturer	Name of Manufacturer
_____ %	_____ %
Name of Manufacturer	Name of Manufacturer

4. Do you offer volume discounts? ____ Yes ____ No If yes, state your Volume Discount Terms: _____

5. A value-added service would be free delivery on all orders, orders over a certain dollar value or within a specific area/mile range, (ex: within 20 square miles of store location).

Do you charge for delivery? ____ Yes ____ No If yes, state your Delivery Charge Policy: _____

7. If delivery services are offered, is the cost of delivered items the same as the stock price of the same items?
____ Yes ____ No If not, please explain the price difference: _____

6. Do you offer on-line ordering with a Purchase order? ____ Yes ____ No If yes, explain the process: _____

7. State any additional fees or charges (for example: administrative fees, processing fees, transaction fees, etc.): _____

Section 3. Market Basket

A “market basket” of general use items **(for comparison only)**. Current retail price **must** be filled in on the Market Basket Price Sheet. To evaluate fairly the District will apply the percentage discount listed in Section 2 to determine the lowest price over all. **The District realizes that these prices will fluctuate throughout the year. The District will evaluate current pricing to determine best value, but will not expect the vendor to hold this pricing throughout the year.** The District has the right to multiple award if it is in the best interest of the District, GPPCS Members. The District is not restricted to purchasing only the market basket items. These are for evaluation purposes only.

Discounts shall be firm for the term of the contract. Prices as stated must be complete for the items offered. **DO NOT** include sales tax on any item in the bid.

MARKET BASKET COST FORM

Please fill in your current retail price for the items below. In order to be considered responsive, you must submit pricing for a substantial number of items.

Description	Brand Name	Brand Name or Equal	Unit of Measure Pack	Unit of Measure Case	Price
CONTAINER, FOAM 6Z SQT 6SJ12	DART				
CONTAINER, FOAM 8Z SQUAT 8SJ20	DART				
CUP, FOAM 10Z 10J10	DART				
CUP, FOAM 8Z 8J8	DART				
CUP, PAPER CONE 4Z ROLLED RIM	DART				
LID, PLS VNTED TRANSL 20JL	DART				
LID, PLS VNTED WHT 12JL	DART				
CONTAINER, PLS HL LG CLR 3 SEC	DURABLE				
CONTAINER, PLS HL MED CLR 1SEC	DURABLE P				
LID, PLS SLOT 9Z&10Z CUP CLR	FABRI-KAL				
BOWL, FOAM 12Z WHT	PROPAK				
CONTAINER, FOAM HL LG 3CMPT WIND	PROPAK				
CONTAINER, FOAM HL MED 3CMPT WIND	PROPAK				
CUP, PLS 9OZ SOFT TRANSL	PROPAK				
CUP, PLS 10Z SOFT CLR	PROPAK				
CUP, PLS PORTION 2Z TRANSL	PROPAK				
CUP, PLS PORTION 4Z BLACK	PROPAK				
CUP, PLS PORTION 4Z TRANSL	PROPAK				
CUP, PLS PORTION 5.5Z TRANSL	PROPAK				
FORK, PLS HVY BLACK	PROPAK				
KNIFE, PLS HVY BLACK	PROPAK				
LID, PLS PORTION 1.5Z-2.5Z CLR	PROPAK				
LID, PLS PORTION 3.25Z-5.5Z CLR	PROPAK				
SPOON, PLS HVY BLACK	PROPAK				
TRAY, PAPER FOOD 1# WINDSCAPES	PROPAK				
SPOON, PLS MED WHT	PROPAK				

MARKET BASKET COST FORM

Description	Brand Name	Brand Name or Equal	Unit of Measure Pack	Unit of Measure Case	Price
FORK, PLS MED WEIGHT WHITE	SMART CHOICE				
KIT, CUTLERY MED SPORK NAP W-STRAW	SMART CHOICE				
KNIFE, PLS MED WEIGHT WHITE	SMART CHOICE				
TRAY, PAPER FOOD 2# RED CHECK	SOUTHERN CHAMP				
TRAY, PAPER FOOD 3# RED CHECK	SOUTHERN CHAMP				
TRAY, PAPER FOOD 5LB RED CHECK	SOUTHERN CHAMP				
TRAY, PAPER FOOD 8oz RED CHECK	SOUTHERN CHAMP				
BOWL, 8OZ PAPER SOUP CONTAINER	WALLACE				
BOWL, 8OZ SOUP PAPER W/LID	WALLACE				
CONTAINER, BLACK 4oz	WALLACE				
CONTAINER, CLEAR LID FOR 4oz Black Tray	WALLACE				
CUP, 16oz FOR GARDEN SALAD	WALLACE				
CUP, 20oz FOR SALAD SHAKER	WALLACE				
CUP, 24oz FOR SALAD SHAKER	WALLACE				
KIT, FORK MEDIUM BLACK	WALLACE				
KIT, SPORK MEDIUM WEIGHT	WALLACE				
LID, 8oz FOR PAPER BOWL SOUP CONTAINER	WALLACE				
LID, DOME FOR 16oz, 20oz, 24oz CUP	WALLACE				
LID, DOME FLAT FOR 16oz, 20oz, 24oz CUP	WALLACE				
PORTION CUP, 4OZ BLACK	WALLACE				
TRAY, 7" HOT DOG	WALLACE				
TRAY, FIBER 5 COMPARTMENT COMPOSTABLE	WALLACE				
STRAW, WRAPPED JUMBO 7.75" TRANS	WINCUP				

BID COST FORM

I/We, the undersigned, propose to provide the service necessary for the scope of work and specifications. (Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)

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

Certain members of the GPPCS may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking Bidders to Bid a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing. This program is only available to Vendors that are not 1099 reportable to the Internal Revenue Service. Any costs or charges to the Vendor will be based on the transaction dollar amount and is from the Vendor's servicing bank. The Vendor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

Will you allow payment of invoices using the Procurement Card? ___ Yes ___ No

Discount for payment within 72 hours using the Procurement Card? _____

Would you be willing to allow other members of the "GPPCS" to piggy-back and purchase from the contract if awarded through this IFB?* Yes No

It is our intent, as a member of the GPPCS, to make available to other districts the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.

_____ Name of Company Proposing	_____ Date Signed		
_____ Authorized Signature/Local Representative	_____ Telephone/Fax Number		
_____ Type Name and Position Held with Firm			
_____ Mailing Address	_____ City	_____ State	_____ Zip

OFFER AND ACCEPTANCE FORM

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Bid, contact

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

E-Mail: _____

Company Name

Signature of Person Authorized to Sign Bid

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

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

1. The submission of the Bid did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
9. Boycott of Israel Per A.R.S. 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.

ACCEPTANCE

The Bid is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 08-06-22.

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

Awarded this _____ day of _____ 20_____

Authorized Signature _____

STATEMENT OF NO BID

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

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

OUR FIRM IS NOT BIDDING

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to respond to your IFB 08-06-22 for Food Service Disposable Serving Supplies following reasons:

Service/Commodity

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to this solicitation.

_____ Remove our name from this list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet all insurance requirements

_____ Other. (Specify below)

REMARKS:

SIGNATURE: _____ DATE: _____

DEVIATIONS AND EXCEPTIONS

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

Exceptions (mark one):

_____ No exceptions

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

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

Firm

Authorized Signature

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

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

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

Firm

Authorized Signature

ADDITIONAL MATERIALS SUBMITTED

(Mark One):

_____ No additional materials have been included with this offer

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

Firm

Authorized Signature

AMENDMENT ACKNOWLEDGMENT

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

Please sign and date

AMENDMENT NO. 1 Acknowledgement _____
Signature Date

AMENDMENT NO. 2 Acknowledgement _____
Signature Date

AMENDMENT NO. 3 Acknowledgement _____
Signature Date

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

Firm

Authorized Signature

2 CRF 200.321 Small Businesses, Minority-Owned Firms, and Women's Business Enterprises Certification

Bidding companies that have been certified as Small Businesses, Minority-Owned Firms, and Women's Business Enterprises are encouraged to indicate their certification when responding to this Bid Invitation.

Vendor certifies that this firm is a Small Businesses, Minority-Owned Firms, and Women's Business Enterprises (Required by some participating agencies) (SBA 8a Application certification) <https://www.sba.gov/contracting/government-contracting-programs/8a-business-development-program/how-apply> Yes No

Please scan a copy of certification letter and the percentage of your business with Small Businesses, Minority-Owned Firms, and Women's Business Enterprises suppliers, if applicable, in your proposal response.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and Small Businesses, Minority-Owned Firms, and Women's Business Enterprises certifications have been reviewed by me and the information furnished is true to the best of my knowledge. Submit proof of Small Businesses, Minority-Owned Firms, and Women's Business Enterprises Certification.

Contractor's Name/Company Name: _____

City, State, and Zip Code: _____

Phone #: _____ Fax #: _____ Email Address: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

DEBARMENT CERTIFICATION

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

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

Company Name: _____

Printed Name: _____

Signature of Authorized Company Official: _____

Date: _____

EDGAR CERTIFICATIONS

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

(A) Contractor Violation or Breach of Contract Terms

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

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

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

(B) Termination for Cause or Convenience

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

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

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

(C) Equal Employment Opportunity

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

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

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

(D) Davis-Bacon Act

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

EDGAR CERTIFICATIONS

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 Public Entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

Does Vendor agree? 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).

EDGAR CERTIFICATIONS

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

Does Vendor agree? 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 names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

(I) Byrd Anti-Lobbying Amendment

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

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

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

EDGAR CERTIFICATIONS

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

GPPCS 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

EDGAR CERTIFICATIONS

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 SUBCONTRACTS

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.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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: _____

PERFORMANCE EVALUATION SURVEY

Bidder is responsible for sending the survey to three (3) clients for references, making sure they are completed and returned to GESD Purchasing Department. If you have any questions, please call Ana Guerrero (623) 237-6282.

BIDDER INFORMAITON

Company Name: _____ Phone #: _____

Adress: _____

Type of Products/Services Provided: _____

THIS PORTION IS TO BE COMPLETED BY CURRENT/PREVIOUS CLIENT

Company Name: _____ Phone #: _____

Adress: _____

The vendor listed above has listed you as a current or previous client for whom they have provided products or services. The vendor and the District would greatly appreciate you taking a few minutes out of your busy day to complete this survey. The information provided will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above vendor.

On a scale from 1-10, how satisfied are you with the product(s)/service(s) provided?

1 (NOT SATISFIED) - 10 (HIGHLY SATISFIED)

Criteria	Rank	Points
Ability to maintain schedule/fulfill orders	1-10	
Billing accuracy	1-10	
Timely delivery of product(s)/service(s)	1-10	
Ability to maintain confidentiality	1-10	
Quality of product(s)/service(s)	1-10	
Communication with the customer	1-10	
Ability to follow the customer's rules, regulations, and requirements	1-10	
Overall customer satisfaction based on performance	1-10	
Comfort level in using vendor again	1-10	

TOTAL POINTS: _____

Thank you for your assistance. Please return the survey directly to **Glendale Elementary School District** by email to: anguerrero@gesd40.org, or by fax (623) 237.6295 by 1:00 p.m., November 7, 2017.

Printed Name

Title

Signature

Email

Date

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40

7301 North 58th Avenue, Glendale AZ 5301

Phone: (623) 237-4000 Email: VendorRegistration@gesd40.org

VENDOR REGISTRATION APPLICATION

ORDER INFORMATION				PAYMENT INFORMATION																																			
LEGAL NAME OF VENDOR				LEGAL NAME OF PAYEE																																			
STREET ADDRESS				STREET ADDRESS																																			
STREET ADDRESS 2				STREET ADDRESS 2																																			
CITY				CITY																																			
STATE		ZIP CODE		STATE		ZIP CODE																																	
PHONE #		FAX #		PHONE #		FAX #																																	
CONTACT NAME				CONTACT NAME																																			
EMAIL ADDRESS FOR PURCHASE ORDERS				EMAIL ADDRESS FOR ACCOUNTS RECEIVABLE																																			
WEB ADDRESS				FEDERAL ID #		SOCIAL SECURITY #																																	
				<input type="checkbox"/>		<input type="checkbox"/>																																	
<p>By signing below, I hereby acknowledge that:</p> <ol style="list-style-type: none"> 1. I am duly authorized to certify the information requested herein. 2. To the best of my knowledge, the elements of the information provided herein are accurate and true as of this date. 3. My organization will comply with all State statutes and Federal equal opportunity and non-discrimination requirements and conditions of employment in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order Number 75-5 dated April 28, 1975. 4. Filing of a Vendor Registration Application supplies information only and does not constitute an assumed obligation by Glendale Elementary School District (GESD) to guarantee contractual awards or agreements to my organization. 5. Updating information contained on this form is solely the duty of my organization. 6. My organization will not provide any product or service without first having in our possession an authorized GESD Purchase Order. No products or services will be provided based on a verbal promise of a Purchase Order or with the submission of a requisition for a Purchase Order. I understand that payment for any product or service provided without an authorized Purchase Order is not the responsibility of GESD and that I will have to obtain payment from the individual requestor. 7. My organization will direct all communication regarding GESD Purchase Orders to the GESD Procurement Office. 8. My organization will provide the Purchase Order number on all invoices submitted to GESD. I understand that invoices received without this information will not be paid. 9. My organization will submit all invoices directly to GESD Accounts Payable and not to the requesting department or school. 																																							
PRINTED NAME				TITLE																																			
SIGNATURE				DATE																																			
<p>GESD maintains a Vendor Registry for the purpose of notifying vendors of current solicitations. To be included on the Registry, please review the attached list of Commodity Codes and enter any codes applicable to your company below. If you do not see your commodity on the attached list, please write it in the first boxes below.</p>																																							
VENDOR REGISTRY	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 25%; padding: 5px;">Example: 17C</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>							Example: 17C																															
	Example: 17C																																						
<p>If you are currently covered under a Cooperative Contract with another agency, please fill in the appropriate information below</p>																																							
OTHER CONTRACTS	AZ State Procurement Office			Contract #			Expiration Date																																
	Mohave Educational Services Cooperative			Contract #			Expiration Date																																
	Greater Phx Purchasing Consortium of Schools GPPCS			Contract #			Expiration Date																																
	Other			Contract #			Expiration Date																																

1. ADVERTISING SERVICES
A. Newspaper B. Website
91. AIRFARE
2. APPLIANCES
A. Ice Machines B. Kitchen C. Laundry D. Maint / Repair
3. ART
A. Die Cut Equipment & Supplies B. Equipment C. Equipment Maint / Repair D. Paper Cutter E. Supplies / Inst Aids
4. ASSESSMENTS / TESTING
A. Equipment B. Equipment Maint / Repair C. Software D. Reg Ed Supplies (booklets, forms) E. Spec Ed Supplies (booklets, forms)
5. ASSOCIATIONS / MEMBERSHIPS
A. Administrative B. Business Services C. Food Service D. Grounds E. Human Resources F. Instructional / Curriculum G. Language Acquisition H. Maintenance I. School Leadership J. Special Education K. Student L. Technology M. Transportation N. Wellness
6. ATHLETIC - P.E. & SPORTS
A. Equipment (soccer goals, batting cages) B. Equipment Maint / Repair C. Scoreboards D. Supplies
7. AUDIO/VISUAL
A. Equipment (TVs, PA systems, iPods) B. Equipment Maint / Repair C. Supplies

8. AUTOMOTIVE (NON-STUDENT)
A. Equipment B. Maint / Repair C. Painting D. Supplies E. Towing F. Washing
9. AUTOMOTIVE (STUDENT)
A. Equipment B. Maint / Repair C. Painting D. Supplies E. Towing F. Washing
10. AWARDS & INCENTIVES
A. Employee Achievements B. Employee Incentives C. Student Achievements D. Student Incentives
11. BANKING
A. Account Services B. Financing / Leasing C. Supplies
12. BATTERIES
A. Alkaline (AAA, AA, C, D, 9 Volt) B. Automotive C. Fire Alarm
13. BLEACHERS
A. Maint / Repair B. Permanent C. Portable
14. BOARDS
A. Bulletin B. Chalk C. Tack D. White

15. BUILDING MAINT / REPAIR SVCS
A. Air Conditioning B. Cabinetry / Casework C. Ceiling D. Doors E. Electrical F. Evaporative Cooling G. Exhaust Hood H. Flooring I. Garage / Fuel Island J. Heating (boilers) K. Insulation L. Lighting M. Painting N. Plaster / Drywall O. Plumbing P. Refrigeration Q. Roll Doors R. Roofing S. Water / Sewer T. Welding
16. BUILDING MATERIALS & SUPPLIES
A. Air Conditioning (filters) B. Cabinetry / Casework C. Ceiling D. Doors E. Electrical F. Equipment Maint / Repair G. Evaporative Cooling H. Flooring I. Garage / Fuel Island J. Hardware K. Heating L. Insulation M. Lighting N. Lumber O. Paint P. Plaster / Drywall Q. Plumbing R. Refrigeration S. Roll Doors T. Roofing U. Tools V. Water / Sewer

17. BUSINESS MACHINES

- A. Cash Registers
- B. Cash Register Maint / Repair
- C. Copiers
- D. Copier Maint / Repair
- E. Fax Machines
- F. Fax Machine Maint / Repair
- G. Laminators
- H. Laminator Maint / Repair
- I. Mailing Equipment
- J. Mailing Equipment Maint / Repair
- K. Microfiche
- L. Microfiche Maint / Repair
- M. Poster Maker
- N. Poster Maker Maint / Repair
- O. Rotating Filing System
- P. Rotating Filing System Maint / Repair
- Q. Transcribers
- R. Transcriber Maint / Repair
- S. Typewriters
- T. Typewriter Maint / Repair

18. COMMUNICATION

- A. Equipment
- B. Maint / Repair (reprogram bells)
- C. PA Systems
- D. Pagers
- E. Two-Way Radios

19. COMPRESSORS

- A. Equipment
- B. Maint / Repair
- C. Rebuilding

20. COMPUTERS (HARDWARE)

- A. Cabling
- B. Conduit
- C. CPUs / Monitors
- D. Maint / Repair
- E. Memory
- F. Printers
- G. Servers
- H. Supplies (keyboards, mice, flash drives)
- I. Toner Cartridges
- J. UPS

21. COMPUTERS (SOFTWARE)

- A. Administrative
- B. Business Services
- C. Classroom
- D. Food Service
- E. Human Resources
- F. Internet Services
- G. Language Acquisition
- H. Programming
- I. Special Education
- J. Student Management Database
- K. Transportation

22. CONFERENCES / TRAINING

- A. Academic Support
- B. Assessments
- C. Business Services
- D. Career Fairs
- E. Clerical
- F. Food Service
- G. Gifted / Higher Thinking
- H. Governing Board
- I. Grounds
- J. Human Resources
- K. Instructional Coaching
- L. Language Acquisition
- M. Literacy
- N. Maintenance
- O. Math
- P. Medical
- Q. Phonics
- R. Preschool / Early Childhood
- S. Prevention
- T. School Leadership
- U. Science
- V. Social Studies
- W. Special Education
- X. Technology
- Y. Transportation
- Z. Writing

23. CONSULTING SERVICES

- A. Alarm
- B. Asbestos / Hazard
- C. Construction / Engineering
- D. Curriculum
- E. Drugs / Alcohol
- F. Educational Program
- G. Employment / Salary
- H. Energy Management
- I. Financial / Tax Shelter
- J. Grants
- K. Human Resources
- L. Insurance
- M. Prevention
- N. Redistrict / Boundary Changes
- O. Special Education
- P. Structural
- Q. Technology
- R. Transportation

92. CONTRACTED EDUCATION PRGRMS

- A. Author / Writing
- B. Entertainment
- C. Health
- D. Math
- E. Musician / Music
- F. Nature / Wildlife
- G. Other
- H. Physical Education
- I. Prevention
- J. Science

<p>24. CONTRACTED PROFESSIONAL SVCS</p> <p>A. Accountant / CPA</p> <p>B. Administrative (AASBO Data Coll)</p> <p>C. Appraisal</p> <p>D. Architects</p> <p>E. Auctioneer</p> <p>F. Auditor</p> <p>G. Background Checks</p> <p>H. Bond Council</p> <p>I. Child Care Services</p> <p>J. Claims Processing</p> <p>K. Debt Collections</p> <p>L. Disc Jockey</p> <p>M. Dry Cleaner</p> <p>N. Education / Substitute Teachers</p> <p>O. Employment</p> <p>P. Graphic Design</p> <p>Q. Hazardous Material Disposal</p> <p>R. Legal Council</p> <p>S. Lobbyist</p> <p>T. Mediator / Hearing Officer</p> <p>U. Medical</p> <p>V. Motivation / Keynote Speaker</p> <p>W. Moving</p> <p>X. Parent / Family Speaker</p> <p>Y. Pest Control</p> <p>Z. Prevention Programs</p> <p>AA. Referee / Sports</p> <p>BB. Security</p> <p>CC. Translation / Interpreting</p> <p>DD. Transportation (charter bus, city bus)</p>

<p>25. CONSTRUCTION / CONTRACTORS</p> <p>A. Air Conditioning</p> <p>B. Asbestos Abatement / Remediation</p> <p>C. Asphalt / Paving</p> <p>D. Building</p> <p>E. Cabinetry / Casework</p> <p>F. Ceiling</p> <p>G. Concrete</p> <p>H. Electrical</p> <p>I. Evaporative Cooling</p> <p>J. Flooring</p> <p>K. General</p> <p>L. Heating</p> <p>M. Landscaping</p> <p>N. Lighting O.</p> <p>Painting P.</p> <p>Plumbing</p> <p>Q. Refrigeration</p> <p>R. Roofing</p> <p>S. Water / Sewer</p>

<p>26. CUSTODIAL</p> <p>A. Equipment</p> <p>B. Equipment Maint / Repair</p> <p>C. Services (outsourced)</p> <p>D. Supplies</p>

<p>27. DRAMA / THEATER</p> <p>A. Costumes</p> <p>B. Equipment</p> <p>C. Equipment Maint / Repair</p> <p>D. Supplies</p>
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<p>28. ENERGY MANAGEMENT</p> <p>A. Equipment</p> <p>B. Equipment Maint / Repair</p> <p>C. Installation</p> <p>D. Leases</p>
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<p>29. ENGINEERS</p> <p>A. Civil</p> <p>B. Electrical</p> <p>C. Geotechnical</p> <p>D. Hazardous Waste</p> <p>E. Mechanical</p> <p>F. Structural</p> <p>G. Surveying</p>

<p>90. EVENT PLANNING</p> <p>A. Carryout / Delivery Food</p> <p>B. Catering Services</p> <p>C. Consulting Services</p> <p>D. Decorations / Supplies</p>
--

<p>30. FEES</p> <p>A. Emissions</p> <p>B. Garnishments</p> <p>C. Licensing</p> <p>D. Notary</p> <p>E. Permits</p> <p>F. Testing / Certification</p> <p>G. Tournaments / Participation</p> <p>H. Vehicle Licensing</p>
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<p>31. FENCING</p> <p>A. Equipment</p> <p>B. Installation</p> <p>C. Maint / Repair</p> <p>D. Supplies</p>
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<p>32. FIELD TRIPS</p> <p>A. Amusement Parks</p> <p>B. Bowling</p> <p>C. Farms / Nature</p> <p>D. Movie Theaters</p> <p>E. Museums</p> <p>F. Music / Concerts</p> <p>G. Plays</p> <p>H. Science Centers</p> <p>I. Student Leadership</p> <p>J. Swimming Pools / Parks</p> <p>K. Zoos</p>

<p>33. FIRE EXTINGUISHERS</p> <p>A. Equipment</p> <p>B. Maint / Repair</p>

<p>34. FIRE SYSTEMS</p> <p>A. Alarm, Equipment</p> <p>B. Alarm, Installation</p> <p>C. Alarm, Maint / Repair</p> <p>D. Alarm, Monitoring</p> <p>E. Ansul System, Equipment</p> <p>F. Ansul System, Maint / Repair</p> <p>G. Fire Riser, Equipment</p> <p>H. Fire Riser, Maint / Repair</p>

35. FLAGS / FLAGPOLES
A. Equipment
B. Supplies
36. FOOD SERVICE
A. Beverages
B. Bread
C. Bottled Water
D. Commodity Processing
E. Condiments
F. Dairy
G. Dry Foods
H. Educational Materials
I. Equipment
J. Equipment Maint / Repair
K. Frozen Foods
L. Meats
M. Paper / Plasticware
N. Pizza
O. Produce
P. Snacks
Q. Supplies
R. Vending Machines
37. FUEL
A. Diesel
B. Gasoline
C. Natural Gas
D. Oil
E. Propane
38. FUNDRAISERS
A. Bookfairs
B. Candy / Snacks
C. Discount Cards
D. Frozen Foods
E. Novelty Items
F. Other

39. FURNITURE
A. Adaptive / Special Needs
B. Art
C. Classroom
D. Computer
E. Home Economics
F. Industrial Arts / Shop
G. Library
H. Maint / Repair / Refinish
I. Media
J. Modular
K. Music
L. Nurse M. Office
N. Outdoor (benches, picnic tables)
O. Science
40. GROUNDS
A. Chemicals
B. Equipment
C. Equipment Maint / Repair
D. Fertilizer
E. Irrigation Services
F. Plants
G. Rock / Sand / Cement
H. Sod / Dirt
I. Supplies
J. Tools
K. Tree Trimming
L. Weed Control
41. HEAVY MACHINERY
A. Forklifts
B. Forklift Maint / Repair
C. Hydraulic Lifts
D. Hydraulic Lift Maint / Repair
E. Material Handling Equipment
F. Material Handling Maint / Repair
G. Riding Lawn Equipment (mowers)
H. Riding Lawn Maint / Repair
I. Tractors
J. Tractor Maint / Repair
42. HOME ECONOMICS
A. Equipment
B. Equipment Maint / Repair
C. Supplies

43. INDUSTRIAL ARTS / SHOP
A. Equipment
B. Equipment Maint / Repair
C. Supplies
44. INSTRUCTIONAL AIDS
A. Agendas (homework folders)
B. Educational Toys / Games
C. Gifted / Higher Thinking Materials
D. Literacy Materials
E. Maps / Globes
F. Math Materials
G. Phonics Materials
H. Prevention Materials
I. Science Materials
J. Social Studies Materials
K. Special Education / Adaptive
45. INSTRUCTIONAL SUPPLIES
A. Bulletin Board Supplies
B. Craft Supplies
C. Lesson Books / Desk Calendars (sub fldr)
D. Measuring Supplies
E. Note Pads / Notebooks
F. Painting Supplies
G. Room Supplies (clocks, fans, posters)
H. Scissors
I. Stickers / Certificates / Bookmarks
J. Tape / Glue / Staples
K. Writing Supplies
46. INSURANCE
A. Benefits Administration
B. Casualty / Liability
C. Employee Assistance Program
D. Group
E. Health
F. Pension / Profit Sharing
G. Student
H. Workers Compensation

<p>47. LIBRARY</p> <ul style="list-style-type: none"> A. Book Binding B. Books C. Equipment D. Equipment Maint / Repair E. Reference Books F. Software G. Supplies H. Videos / DVDs
<p>48. LOCKERS</p> <ul style="list-style-type: none"> A. Equipment B. Equipment Maint / Repair
<p>49. LOCKS & RELATED HARDWARE</p> <ul style="list-style-type: none"> A. Equipment B. Key Cutting C. Locksmith Services D. Supplies
<p>50. LODGING</p> <ul style="list-style-type: none"> A. Camp Facilities B. Hotels / Motels
<p>51. MASTER CLOCK SYSTEM</p> <ul style="list-style-type: none"> A. Equipment B. Equipment Maint / Repair C. Installation D. Supplies
<p>52. MEDICAL EQUIPMENT & SUPPLIES</p> <ul style="list-style-type: none"> A. Equipment B. Equipment Maint / Repair C. Supplies
<p>53. MODULAR</p> <ul style="list-style-type: none"> A. Buildings B. Relocation C. Sitework
<p>54. MUSIC</p> <ul style="list-style-type: none"> A. Instruments B. Maint / Repair C. Piano Tuning D. Risers E. Sheet Music F. Supplies

<p>55. OFFICE EQUIPMENT & SUPPLIES</p> <ul style="list-style-type: none"> A. Calendars / Organizers B. Desktop Supplies (paper clips, tape) C. Filing / Storage / Binding D. Equipment E. Equipment Maint / Repair F. Labels G. Other H. Paper / Pads / Forms I. Stamps J. Writing Supplies
<p>56. PACKAGING MATERIALS</p> <ul style="list-style-type: none"> A. Boxes / Bags B. Packing Tape C. Shipping Labels D. Shrink Wrap E. Strapping Material
<p>57. PAPER</p> <ul style="list-style-type: none"> A. Construction B. Copy / Bond C. Craft D. Custodial E. Envelopes F. Forms G. Shredding Services
<p>58. PHOTOGRAPHY</p> <ul style="list-style-type: none"> A. Developing / Mounting Services B. Equipment (digital cameras) C. Equipment Maint / Repair D. Student Pictures E. Supplies
<p>59. PLAYGROUND EQUIPMENT</p> <ul style="list-style-type: none"> A. Equipment B. Maint / Repair C. Playstructures D. Sand Boxes E. Shade Structures F. Supplies G. Surfacing
<p>89. POSTAGE</p> <ul style="list-style-type: none"> A. Presort Services B. Shipping, Freight (trucking co) C. Shipping, Small Packages (UPS / FedEx)

<p>60. PRINTING</p> <ul style="list-style-type: none"> A. Binding B. Equipment C. Equipment Maint / Repair D. Forms E. Services F. Supplies
<p>61. PROFESSIONAL / PARENT MATERIALS</p> <ul style="list-style-type: none"> A. Administrative B. Classroom Management C. Higher Thinking D. Literacy E. Math F. Prevention G. Science H. Social Studies I. Spalding J. Special Education K. Technical
<p>62. REFUSE</p> <ul style="list-style-type: none"> A. Containers B. Recycling C. Service
<p>63. RENTAL</p> <ul style="list-style-type: none"> A. Bounce Houses / Inflatables (dunk tanks) B. Building C. Chairs / Tables D. Costumes E. Custodial Products F. Heavy Equipment G. Linens H. Other I. Party Supplies J. Uniforms K. Vehicle
<p>64. SAFES</p> <ul style="list-style-type: none"> A. Equipment B. Service
<p>65. SAFETY</p> <ul style="list-style-type: none"> A. Equipment B. Equipment Maint / Repair C. Supplies D. Training (CPR / 1st Aid)

<p>66. SCIENCE A.</p> <p>Chemicals B.</p> <p>Equipment</p> <p>C. Equipment Maint / Repair</p> <p>D. Supplies</p>
<p>67. SECURITY ALARMS</p> <p>A. Equipment</p> <p>B. Equipment Maint / Repair</p> <p>C. Installation</p> <p>D. Monitoring</p>
<p>68. SHELVING</p> <p>A. Classroom</p> <p>B. Laboratory</p> <p>C. Library</p> <p>D. Office</p> <p>E. Warehouse</p>
<p>69. SIGNS AND LETTERING</p> <p>A. Banners</p> <p>B. Building Signage</p> <p>C. Crossing Guard / Road Signs</p> <p>D. Marquee</p> <p>E. Name Plates</p> <p>F. Vehicle /Buses</p>
<p>70. SOLAR ENERGY</p> <p>A. Equipment</p> <p>B. Equipment Maint / Repair</p> <p>C. Installation</p> <p>D. Leases</p>
<p>71. SPECIAL EDUCATION</p> <p>A. Equipment, Non-Technology</p> <p>B. Equipment, Technology</p> <p>C. Private Day Schools</p> <p>D. Supplies</p>
<p>72. STAGE</p> <p>A. Curtains</p> <p>B. Equipment</p> <p>C. Installation D.</p> <p>Lighting</p> <p>E. Maint / Repair</p> <p>F. Platforms</p>
<p>73. STORAGE SYSTEMS</p> <p>A. Electronic Data Storage</p> <p>B. Storage Containers</p>

<p>74. SUBSCRIPTIONS</p> <p>A. Journals</p> <p>B. Magazines</p> <p>C. Newspapers</p> <p>D. Websites, Instructional</p> <p>E. Websites, Technical</p>
<p>75. TELEPHONE</p> <p>A. Cabling</p> <p>B. Equipment</p> <p>C. Installation</p> <p>D. Maint / Repair</p> <p>E. Service</p> <p>F. Supplies</p>
<p>76. TEXTBOOKS</p> <p>A. Disposal</p> <p>B. New</p> <p>C. Used</p>
<p>77. THERAPIST SERVICES</p> <p>A. Occupational</p> <p>B. Physical</p> <p>C. Psychologist</p> <p>D. Social</p> <p>E. Speech</p>
<p>78. TIRES</p> <p>A. New</p> <p>B. Retread</p> <p>C. Rims</p>
<p>79. TRACKING / ID SYSTEMS</p> <p>A. Property Tracking Equipment</p> <p>B. Property Tracking Equip Maint / Repair</p> <p>C. Property Tracking Supplies</p> <p>D. Staff ID Equipment</p> <p>E. Staff ID Equipment Maint / Repair</p> <p>F. Staff ID Supplies</p> <p>G. Student ID Equipment</p> <p>H. Student ID Equip Maint / Repair</p> <p>I. Student ID Supplies</p>
<p>80. TRAVEL AGENCIES</p>
<p>81. UNIFORMS</p> <p>A. Athletic</p> <p>B. Band</p> <p>C. Staff</p> <p>D. Student</p>

<p>82. UPHOLSTERY</p> <p>A. Cleaning</p> <p>B. Furniture</p> <p>C. Repair</p> <p>D. Vehicle</p>
<p>83. UTILITIES</p> <p>A. Bluestaking Services</p> <p>B. Electric</p> <p>C. Gas</p> <p>D. Gas Leak Detection</p> <p>E. Water / Sewer</p>
<p>84. VEHICLES</p> <p>A. Automobiles</p> <p>B. Buses</p> <p>C. Electric Carts (gators)</p> <p>D. Fleet Management</p> <p>E. Trailers</p> <p>F. Trucks</p>
<p>85. WATER</p> <p>A. Chemicals</p> <p>B. Equipment</p> <p>C. Equipment Maint / Repair</p> <p>D. Testing</p> <p>E. Treatment</p>
<p>93. WELLNESS / HEALTH</p> <p>A. Equipment</p> <p>B. Supplies</p> <p>C. Events / Classes</p> <p>D. Incentives</p> <p>E. Fees / Dues</p>
<p>86. WINDOW</p> <p>A. Cleaning</p> <p>B. Coverings</p> <p>C. Glass</p> <p>D. Repair</p> <p>E. Screens</p>
<p>87. WINDSHIELD</p> <p>A. Coverings</p> <p>B. Glass</p> <p>C. Repair</p>
<p>88. YEARBOOKS</p>

**Glendale Elementary School District #40
Conflict of Interest Disclosure Form**

Company Name: _____

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

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

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

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

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

Are you a Glendale Elementary School District Board Member? Yes No If Yes, Please see GESD Policy BCB for Instructions) <http://policy.azsba.org/asba/Z2Browser2.html?showset=allmanuals>

INITIAL EACH STATEMENT

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

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

- Participate in selecting a vendor for the goods or services supplied by the business
- Vote on or approve the award of a contract to the business
- Supervise the work of the business for Glendale Elementary School District
- Approve invoices from the business
- Participate in determining that Glendale Elementary School District needs the types of goods or services supplied by the business
- Participate in resolving any contract disputes between the business and Roosevelt School District

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

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

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

Provide a full description of your financial or ownership interest: _____

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

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

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

Signature: _____ **Date:** _____

CERTIFICATE OF INSURANCE

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

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

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

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

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____ _____ AUTHORIZED REPRESENTATIVE
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Submitted by:

SEALED PROPOSAL - DO NOT OPEN

IFB #: 08-06-22

Food Service Disposable Serving Supplies

Due Date: November 7, 2017 1:00pm Local Time

Deliver to:

Glendale Elementary School Dist. #40

Purchasing Department

Attn: Ana Guerrero

7015 W. Maryland Avenue, Bld. C

Glendale, AZ 85303

SUBMITTAL CHECKLIST

In order for your bid to be considered, the following should be included:

TAB 1	A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the Bid are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.	
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TAB 2	The form of contract for any award made as a result of this Bid will be a District purchase order (issued annually), referencing this IFB, which shall be considered a part of the contract. The amount will be based upon the fees shown in the Bid, 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 Bid contract must be included with the Bid. (If Applicable)	
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TAB 3	Bid Cost Form and Market Basket (23)	
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TAB 4	Offer and Acceptance Form (28)	
	Amendment Acknowledgment (If Applicable- 33)	
	Non-collusion Affidavit Form (Notarized-34)	
	Small Business, Minority-Owned Firms, and Women’s Business Enterprises Form/Certification (35)	
	Debarment Certification (36)	
	EDGAR Certification (37)	
	Conflict of Interest	

TAB 5	Statement of No-Bid (If Applicable – (29)	
	Deviations and Exceptions (If Applicable – (29)	
	Confidential/Proprietary Submittals (If Applicable - (31)	
	Additional Materials Submitted (32)	
	Performance Evaluation Survey (42)	
	Vendor Registration Form	
	W-9	
	Certificates of Insurance	
	Label	
	Submittal Checklist	

Original Bid	
2 Copies	
Electronic Copy	