

GLENDALE ELEMENTARY SCHOOL DISTRICT #40

VERIFICATION OF RECEIPT OF SOLICITATION

RFP # 18.03.22
Reading Intervention Resource

NOTICE

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

Please print or type:

Company Name _____

Company Representative _____

Phone _____

Fax _____

E-Mail Address _____

FAX COVER SHEET IMMEDIATELY TO (623) 237-6295

OR

E-MAIL COVER SHEET TO:

raboyle@gesd40.org

Note: This cover sheet may be faxed or e-mailed. The Solicitation response must be mailed or hand-delivered in a sealed envelope as per the instructions contained within the Solicitation.

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

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

Material and/or Service: **Reading Intervention Resource
18.03.22**

Proposal DUE DATE: **June 5, 2017** **Time: 1:00 p.m. (M.S.T.)**

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

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposals for the material or services specified will be received by the Glendale Elementary School District, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the Offerors submitting shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office**, please call 623-237-6286.

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

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

All questions regarding this Request for Proposal may be sent via e-mail or fax to the Contract Specialist listed below.

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



Randy Boyle
Buyer/Contract Specialist
(623) 237-6283 Phone
(623) 237-6295 Fax
raboyle@gesd40.org

Date: May 18, 2017

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DOCUMENTS REFERENCED:

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

Arizona:

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 (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.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>

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

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

1. District Representative

In accordance with A.A.C. R7-2-1042(A.1.s), and the “Uniform Instructions To Offerors”, the District Representative is ***Mike Barragan, Assistant Superintendent of Finance and Axillary Operations.***

2. Purpose

The purpose of this proposal is to contract intervention programs, materials, and associated training/professional development necessary to improve reading proficiency among our students.

It is the District’s desire that the programs offered, including materials currently available and any new materials developed during the contract period, be covered under the resultant contract. Program materials may include: workbooks, instruments, booklets, documents, practice materials, books, strategy materials, program guides, software, questionnaires, teacher guides, manuals, administration forms, and any other item needed to completely fulfill the program objectives of each targeted area and grade.

3. Sufficient Funds

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

4. Insurance

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

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

General Liability	
General Aggregate	\$2,000,000
Personal & Advertising Injury	\$ 500,000
Products-Comp Op Aggregate	\$2,000,000
Each Occurrence	\$ 500,000
Automobile Liability	\$1,000,000
Worker’s Compensation	As Required by State Law

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

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

5. Affordable Care Act

Offeror 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 and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). Offeror 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 Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.

7. Safety

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

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

8. Fingerprint Requirements

Fingerprint clearance cards will not be required for this contract.

9. Evaluation Schedule

The Proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The Proposals with the highest ranking or scores may be interviewed to determine the best interests of the District.

10. Terms of Award

Per A.A.C. R7-2-1042(A.3.b), it is the intent of the District to award a multi-term contract, beginning during the fiscal year 2017-18, and continuing until June 30, 2018. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

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

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

11. Contract Award

It is anticipated that a contract under this Solicitation will be awarded to a single Offeror.

12. Award Basis

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

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

13. Evaluation

Representatives of the District will evaluate proposals and score or rank them from the most likely to the one least likely to meet the requirements as outlined in the RFP. Per A.A.C. R7-2-1042(A)(1)(q), if several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews, the District reserves the option to call for and

enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

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

- A. Responsiveness and compliance** of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP. District’s assessment of the Offeror’s abilities to meet and satisfy the needs of the District.
- B. Qualifications of the Offeror**, financial and otherwise, to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
- C. Cost.** While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
- D. Past Performance.** Information obtained by the District from Performance Evaluation Surveys obtained from Offeror’s references or other clients. A score of (0) zero will be given if no surveys are received from Offeror’s clients.

During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels. Committee members will read, review and evaluate the proposals based on the Evaluation Criteria. A point formula system will be used to evaluate the offers. The District may call for interviews to clarify information received in the proposal. Firms may be asked to host a site visit and/or interview with the Selection Committee, they may also be asked to revise or modify their proposals following the receipt of other information. However, Offerors are cautioned that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.

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

14. Evaluation Matrix

The total number of points for the Technical Proposal is 1000. The elements that will be evaluated and their relative weights are:

WHAT IS BEING EVALUATED	1000
Section A – Responsiveness/Compliance	400
Section B – Qualifications	300
Section C – Cost	150
Section D – References	150

15. Evaluation Schedule

The proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The proposals with the highest ranking or scores may be interviewed to determine the best interests of the District. The following schedule is tentative.

RFP Issue Date	May 18, 2017
RFP Pre-Proposal Meeting (if applicable)	None
Proposer’s Written Inquiries Due	May 25, 2017, 1:00 p.m.
Proposal Due Date and Time	June 5, 2017 1:00p.m.
*Proposal Evaluations	Week of June 12-16, 2017
*Short List Notification	None
*Interviews of Short-Listed Finalists (if applicable)	None
*Best & Final Offers Due Date (if applicable)	June 15, 2017
*Governing Board Award Date	July 13, 2017
*Notice of Award Letters	July 14, 2017

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

16. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror shall acknowledge receipt of all amendments by submitting a copy of the amendment with their proposal response.

17. Offeror Required Contract/Agreement

If your company will require the District to sign a contract or agreement for this service, a copy of that contract/agreement must accompany your Proposal response.

18. Delivery of Services

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

19. Authority

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

20. Billing

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

21. Price Clause

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

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

22. Fuel Surcharges

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

23. Brand Name or Equal

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

24. Descriptive Literature

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

25. Deviations to Offer

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

26. Procurement Methods

Any parts or repair services obtained under this Request for Proposal 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.

PROPOSAL REQUIREMENTS

One (1) original and two (2) copies of your proposal should be submitted. Three (3) thumb/flash drives shall be included with all of the information included in your Offer in the same sequence and format; tabbed and labeled. The Glendale Elementary School District will not assume responsibility for any costs related to the preparation or submission of the proposal. The Proposal should contain a table of contents with a clear and complete identification of the materials submitted by section and page number. In order for your proposal to be considered, the following should be included and should be referenced with *index tabs*:

Performance Evaluation Survey (page 13). Each Offeror is responsible for sending out survey questionnaires to previous or current clients. The client should complete the survey and return the form directly back to the District by fax (623-237-6295) or email to raboye@gesd40.org

Complete the top portion, (To the Attention Of, Client's Company, Phone, Your Company Name) on the attached Performance Survey memo. Fax, e-mail or mail the form to clients for which you have previously provided similar products / services. All clients should be different (the District will only consider one survey per client). **Clients shall complete the survey and fax or email it directly to the Glendale Elementary School District by the time and date indicated.** The maximum number of surveys that will receive credit is five (5) and the minimum number is one (1). If more than five surveys are received, the District will use the first five received.

- Tab 1** **Letter of Interest** - Include signed letter of interest, stating the firm's or individual's interest and qualifications in providing these services. Letter shall include firm's history, organizational chart, local office, primary contact, and form of ownership. Include the names of all persons authorized to represent the Offeror, their titles, and contact information.
- Tab 2** **Responsiveness and Compliance** - Clearly state your understanding of the scope of work and how the Program meets the needs of the District – The intervention program materials should help bring K-8 below grade level students to grade level and beyond in reading, writing and math. This includes program approach, compliance with specification requirements, and training and support services offered.
- Tab 3** **Qualifications of the Offeror** - The proposal should explain how the experience and expertise of the firm are able to meet the specifications and needs of the students, financial and otherwise, to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence. Consideration of qualifications will include additional best value services, ability to address environmental needs or expertise offered that exceed the requirements, or the Offeror's inability to meet some of the requirements of the specifications/scope of work. Provide documentation of professional memberships, certifications, and licenses.
- Tab 4** **Cost Proposal** - The cost proposal shall be submitted and include the following:
1. Cost information associated with the various components of the materials offered (each, package, group, etc.).
 2. Catalog/Price List discount offered (0% discount is acceptable)
 3. Professional development, consulting services and ongoing training (if available). Provide a breakdown of consulting fees; hourly rates, daily rate(s), package rates, travel expenses (if applicable) or any other fee structures that may be offered or required with this offering. (Please note if required or optional.)
 4. Fees associated with any software offered including, but not limited to annual maintenance, price per student (if available)
 5. Shipping charges (if applicable)
 6. Early payment discount policy (if applicable)
 7. Return policy
 8. Any other costs the District may incur as a result of utilizing this Contract

Tab 5 **Forms**

- **Questionnaire Form** - (page 13) Complete the attached Questionnaire Form as per the instructions stated on the form.
- **Performance Evaluation Survey** - (page 14). Each Offeror is responsible for sending out survey questionnaires to previous or current clients. The client should complete the survey and return the form directly back to the District by fax (623-237-6295) or email to raboyale@gesd40.org

Complete the top portion, (To the Attention Of, Client's Company, Phone, and Your Company Name) on the attached Performance Survey memo. Fax, e-mail or mail the form to clients for which you have previously provided similar products / services. All clients should be different (the District will only consider one survey per client). **Clients shall complete the survey and fax or email it directly to the Glendale Elementary School District by the time and date indicated.** The maximum number of surveys that will receive credit is five (5) and the minimum number is one (1). If more than five surveys are received, the District will use the first five received.
- **Offer and Acceptance Form** - (page 15). Complete and **sign** the attached Offer and Acceptance Form as per the instructions stated on the form.
- **Confidential / Proprietary Submittal Form** - (page 16). Complete and **sign** the attached Confidential / Proprietary Submittal Form as per the instructions stated on the form.
- **Deviations and Exceptions Form** - (page 17). Complete and **sign** the attached Deviations and exceptions Form as per the instructions stated on the form.
- **Non-Collusion Affidavit** - (page 18). Complete and **sign** the attached Non-Collusion Affidavit. **Note: This form must be notarized.**
- **Signed I.R.S. W-9 Form, Request for Taxpayer I.D. Number** - (page 19). Complete and **sign** the attached W-9 Form. A copy of this form may also be obtained from <http://www.irs.gov/pub/irs-pdf/fw9.pdf> .
- **Mailing Label** (page 20). Complete and attach the mailing label to the outside of your sealed envelope as per the instructions stated on the form.
- **"No Bid" Response Form** – (page 21)
- **Conflict of Interest Form** – (page 22)
- **Minority/Women Business Enterprise (MWBE) and Historically Underutilized Businesses (HUB) Form** – (page 23)
- **Debarment Certification** – (page 24)
- **EDGAR Certifications** – (page 25)

Tab 6 **Ancillary Contract** - The form of contract for any award made as a result of this proposal will be a District purchase order (issued annually), referencing this RFP, which shall be considered a part of the contract. The amount will be based upon the fees shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal.

SCOPE OF WORK

PURPOSE:

The purpose of this proposal is to contract intervention programs, materials, and associated training/professional development necessary to improve reading proficiency among our students.

It is the District's desire that the programs offered, including materials currently available and any new materials developed during the contract period, be covered under the resultant contract. Program materials may include: workbooks, instruments, booklets, documents, practice materials, books, strategy materials, program guides, software, questionnaires, teacher guides, manuals, administration forms, and any other item needed to completely fulfill the program objectives of each targeted area and grade.

SCHOOLS:

The 17 schools in the District consist of 11 elementary schools grades kindergarten through eight, three elementary schools grades kindergarten through third, and three elementary schools grades fourth through eighth.

OBJECTIVES/SPECIFICATIONS:

READING

The District has determined that an explicit, scripted intervention program used during small group instruction is best for reading remediation. The intervention program should help bring K-8 below grade level students to grade level and beyond in reading and should be standards-based. Reading programs need to be researched-based with research included and evidence-based with evidence included.

The program needs to address in reading for K-8th Grade students:

Phonemic awareness	Pre-assessment/screener
Phonics	Placement
Fluency	Progress monitoring
Vocabulary	Post-assessment
Comprehension	

QUESTIONNAIRE FORM

Company: _____

READING Program/Series Offered: _____

Copyright/Version: _____ Next Revision: _____

Grade/Level: _____ Group Instruction: Large Group Small Group

Length of Program Instruction/Pacing Schedule: _____

Offerors shall respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. Any exceptions taken shall be listed and reasons shall be given for the deviations. Details for deviations shall be included with response and listed by item number.

<i>Reading Program Components</i>	<i>Comply</i>	<i>Deviate</i>
1. Phonemic Awareness		
2. Phonics		
3. Fluency		
4. Vocabulary		
5. Comprehension		
6. Pre Assessment		
7. Placement		
8. Progress Monitoring		
9. Post Assessment		
<i>List other components/targeted skills your program addresses:</i>		

***** DO NOT SEND SAMPLES *****

This page may be copied if more than one reading program/series is offered.

PERFORMANCE EVALUATION SURVEY

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

To the attention of :

Name of client’s company:

Phone:

Company being surveyed:

Subject: 18.03.22 Reading Intervention Resource RFP

Glendale Elementary School District has implemented a process that collects past information on **3** vendors. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above company.

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

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

NO.	Criteria	Unit	Score
1	Ability to maintain schedule (cancellations)	(1-10)	
2	Quality of Training	(1-10)	
3	Ability to interact with Teachers and Administrators	(1-10)	
4	Ability to maintain confidentiality	(1-10)	
5	Close out process (invoicing, no unexpected fees)	(1-10)	
6	Communication with District	(1-10)	
7	Ability to follow the user’s rules, regulations, and requirements	(1-10)	
8	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	

TOTAL POINTS _____

Thank you for your time and effort in assisting the vendor in this important endeavor. Please return this questionnaire directly to **Glendale Elementary School District** by fax (623) 237-6295 or by email raboye@gesd40.org before June 5, 2017 1:00p.m. (M.S.T)

 Signature Date

 Printed Name Title

 Company Name of Client Being Surveyed Phone Number / Email

OFFER AND ACCEPTANCE FORM

OFFER

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Proposal, contact:
Name: _____

Federal Employer Identification No. _____

Phone: _____
Fax: _____

Tax Rate: _____ %

E-Mail: _____

Company Name _____
Address _____
City _____ State _____ Zip _____

Signature of Person Authorized to Sign Proposal

Printed Name _____
Title _____

CERTIFICATION

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

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

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor’s Proposal as accepted by the Glendale Elementary School District 40.

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

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives an authorized Purchase Order from Glendale Elementary School District 40.

Awarded this _____ day of _____ 20_____

AUTHORIZED SIGNATURE (Glendale Elementary School District)

CONFIDENTIAL / PROPRIETARY SUBMITTAL

- Confidential / Proprietary materials not included.**
- Confidential / Proprietary materials included.** Offerors should identify below any portion of their Offer deemed confidential or proprietary (see Uniform Terms and Conditions, Paragraph 18). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. The District will be the final judge if materials will be accepted as confidential or not. Request to deem the entire Offer or price as confidential will not be a consideration.

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

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

Company Name

Authorized Signature

Date

Printed Name & Title

DEVIATIONS AND EXCEPTIONS

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

Exceptions (mark one):

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



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

Company Name

Authorized Signature

Date

Printed Name & Title

NON-COLLUSION AFFIDAVIT

State of Arizona)
)
County of) ss.

_____, affiant,

the _____
(Title)

(Contractor/Offeror)

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

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

(Signature)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____

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

Form <b style="font-size: 24pt;">W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	<b style="font-size: 18pt;">Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Name (as shown on your income tax return) _____		
Business name/disregarded entity name, if different from above _____		
Print or type See Specific Instructions on page 2.	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) _____	Requester's name and address (optional) _____
	City, state, and ZIP code _____	
List account number(s) here (optional) _____		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	Employer identification number						
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; text-align: center;">[] [] [] []</td> <td style="width:5%; text-align: center;">-</td> <td style="width:25%; text-align: center;">[] [] [] []</td> <td style="width:5%; text-align: center;">-</td> <td style="width:40%; text-align: center;">[] [] [] [] [] [] [] [] [] []</td> </tr> </table>	[] [] [] []	-	[] [] [] []	-	[] [] [] [] [] [] [] [] [] []	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; text-align: center;">[] [] [] [] [] [] [] [] [] []</td> </tr> </table>	[] [] [] [] [] [] [] [] [] []
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Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

MAILING LABEL

Cut along the outer border and affix this label to your sealed Proposal envelope / package to identify it as a “SEALED PROPOSAL.” Include the name of the Offeror submitting the Proposal where requested.

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

The purchasing department may be reached at the following numbers:

Randy Boyle 623-237-6283
Lourdes Banuelos 623-237-6281

Offeror Name:

RFP NO: 18.03.22 Reading Intervention Resource

Due date: June 5, 2017

TIME: 1:00 p.m. (M.S.T)

Deliver to:

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

RFP NO: 18.03.22 Reading Intervention Resource

SEALED PROPOSAL - DO NOT OPEN

“NO BID” RESPONSE FORM

18.03.22 Reading Intervention Resources – Due Date: June 5, 2017 1:00pm (M.S.T)

If you are not submitting a Proposal for this Solicitation, provide written notification of your decision by completing and returning this form. Indicate below in the appropriate area the reason(s) for your decision and return this page by email to raboye@gesd40.org or by fax to 623-237-6295 or by mail to the address listed below.

Failure to respond may result in deletion of Offeror’s name from the registered Bidder's list for Glendale Elementary School District.

- We do not offer this product or equivalent.
- We had insufficient time to respond to this Solicitation.
- Remove our name from this list only.
- Our schedule would not permit us to perform.
- We are unable to meet all insurance requirements.
- Other. (Specify below)

Company Name			Signature of Person Authorized to Sign Proposal	
Address			Printed Name	
City	State	Zip	Title	
Phone			Date Signed	
Fax			Email	

Return this completed form to:
Glendale Elementary School District #40
Purchasing Department
7015 W Maryland Ave Bldg C, Glendale AZ 85303
raboye@gesd40.org
Phone: 623-237-6283
Fax: 623-237-6295

Conflict of Interest Vendor Disclosure Form

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

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

Date: _____

Name: _____

Company: _____

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

I have no conflict of interest to report.

I have the following conflict of interest to report

1. _____

2. _____

3. _____

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

Signature: _____

Date: _____

Minority/Women Business Enterprise (MWBE) and Historically Underutilized Businesses (HUB)

Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this request for proposal.

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

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

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

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

Contractor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

DEBARMENT CERTIFICATION

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

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

Company Name _____

Signature of Authorized Company Official _____

Printed Name _____

Date _____

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when a Glendale Elementary School District #40 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 Glendale Elementary School District #40, Member 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 Glendale Elementary School District #40 expends federal funds, Glendale Elementary School District #40 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 of 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 Glendale Elementary School District #40 expends federal funds, Glendale Elementary School District #40 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. Glendale Elementary School District #40 also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Glendale Elementary School District #40 believes, in its sole discretion that it is in the best interest of Glendale Elementary School District #40 to do so. Vendor will be compensated for work performed and accepted and goods accepted by Glendale Elementary School District #40 as of the termination date if the contract is terminated for convenience of Glendale Elementary School District #40. Any award under this procurement process is not exclusive and Glendale Elementary School District #40 reserves the right to purchase goods and services from other vendors when it is in Glendale Elementary School District #40’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 Glendale Elementary School District #40 expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

D. Davis-Bacon Act

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

Pursuant to Federal Rule (D) above, when Glendale Elementary School District #40 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 Glendale Elementary School District #40 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 Glendale Elementary School District #40 resulting from this procurement process.

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

F. Rights to Invention 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 Glendale Elementary School District #40, Vendor certifies that during the term of an award for all contracts by Glendale Elementary School District #40 resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

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

G. Clean Air Act and Federal Water Pollution Act

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

Pursuant to Federal Rule (G) above, when federal funds are expended by Glendale Elementary School District #40, Vendor certifies that during the term of an award for all contracts by Glendale Elementary School District #40 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 Glendale Elementary School District #40, Vendor certifies that during the term of an award for all contracts by Glendale Elementary School District #40 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 Glendale Elementary School District #40 Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by Glendale Elementary School District #40 resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Glendale Elementary School District #40 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 Glendale Elementary School District #40 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 Glendale Elementary School District #40 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

Glendale Elementary School District #40 has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

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

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

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

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

CERTIFICATION OF APPLICABILITY TO 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.

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: _____

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

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

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

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

3. Proposal Preparation

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

1. Amendments
2. Special Instructions, Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Uniform Instructions to Offerors

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

4. Submission of Proposal

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of Proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the RFP. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.
- D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District/Public Entity. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District/Public Entity pursuant to R7-2-1006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

Vendor and School District agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and School District 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. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
 1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; no attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and

3. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
4. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
5. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
6. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and
7. By submission of this Proposal, 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 Proposal Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this Solicitation, the School District/Public Entity reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Proposals or portions thereof; or

3. Cancel a Solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line items, 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 Offerors that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.
- B. Contract Commencement. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the District/Public Entity with an 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 Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Proposal 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.
- E. Non-Exclusive Contract. Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Glendale Elementary School District. The District reserves the right to obtain like goods and services from other sources.

7. Protests

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

UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

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

2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214 at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/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.

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 Proposal 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, Offeror 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 of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The 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 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 to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials or 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. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and 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 or testing of or payment for the materials or services by the School District/Public Entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the 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 becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
 - 1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - 2. Upon termination under this paragraph, all 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 AAC R7-2-1155 through R7-2-1181 and rules adopted thereunder.

10. Integrity of Proposal

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

11. Offshore Performance

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

12. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The District may request verification of compliance from any Contractor or Subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws. Should the District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the contractor.

13. Terrorism Country Divestments

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

14. Fingerprint Clearance Cards

In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy. Contractors, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

15. Registered Sex Offender Restriction

Pursuant to this contract, the Contractor agrees by acceptance of this contract that no employee of the Contractor or a subcontractor of the Contractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The Contractor further agrees by

acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.

16. Federal Requirements

Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, contractor must submit weekly payroll records to the member. Contractor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with Federal grant monies, contractor additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state and local governments (24 CFR, Part 85, subpart 36 – procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights; and applicable standards, orders or requirements issued under: Section 306 of the Clean Air Act; Section 508 of the Clean Water Act; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.

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

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

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.

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"),
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.

17. Clarifications

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

18. Confidential/Proprietary Information

Confidential information request: If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District/Public Entity of this fact shall accompany the Proposal, 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 Offeror in writing of such determination.

Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this section.

Public Record: All Proposals submitted in response to this solicitation shall become the property of the School District/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 Ave, Bldg C, Glendale AZ by appointment.