



Glendale Elementary School Dist. #40

REQUEST FOR PROPOSAL Financial Audit Services RFP: #22.03.26

Proposal Due Date: October 23, 2020 **Time:** 2:00 pm MST (Arizona Time)

Deadline for Questions: October 9, 2020 **Time:** 2:00 pm MST (Arizona Time)

Opening Location: Glendale Elementary School District #40
Purchasing Department
7015 W. Maryland Avenue, Bld. C
Glendale, AZ 85303

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, offers for the material or services specified will be received by the Glendale Elementary School District #40 at the above specified location, until the time and date cited. Offers received by the correct time and date shall be opened and the Offerors pricing shall be publicly read and recorded. All other information contained in the Offer shall remain confidential until award is made. **If you need directions to our office**, please call **(623) 237-6282**.

Offerors 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 Offers shall not be considered. The official time will be determined by the clock designated by the school district.

Offerors shall submit one (1) original and five (5) complete copies of Firm's Offer must be submitted in a **sealed** envelope/package with the RFP number and Offeror's name and address clearly indicated on the envelope/package (label provided page 53). All offers must be written legibly in ink or typewritten. Additional instructions for preparing an Offer are provided herein.

Annual financial audit(s) of financial transactions and accounts subject to the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) for the year(s) ending **June 30, 2021, 2022, 2023, 2024, 2025 and completion of the Uniform System of Financial Records Compliance Questionnaire.**

OFFEROR ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL

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DOCUMENTS REFERENCED

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

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

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

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

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

Uniform Instruction to Offerors

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 offer.
- 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. “**District**” means Glendale Elementary School District No. 40.
- D. “**District Representative**” means Mike Barragan, Assistant Superintendent for Business and Auxiliary Services, or his designee.
- E. “**Exhibit**” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- F. “**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.
- G. “**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.
- H. “**Solicitation Amendment (or Addendum)**” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- I. “**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.

1. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct 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 inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.

Uniform Instruction to Offerors

- 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-Offer Conference. If a Pre-Offer 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. Statements made during a pre-offer conference are not an amendment to the solicitation. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. Offer Preparation

- A. Forms. Unless otherwise instructed in the RFP Special Instructions, an Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections. The Offer should be typed or in ink. Erasures, interlineations or other modifications in the Offer should be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under 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 Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. 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 to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- 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 Price Sheet.
- J. Identification of Taxes in Offer. 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 Offer, the School District/Public Entity will conclude that the price(s) Offer includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Offeror.

Uniform Instruction to Offerors

- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. 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).

3. Submission of Offer

- A. Sealed Envelope or Package. Each Offer shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of offers 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 Offer shall be rejected.
- C. Offer Amendment or Withdrawal. An Offeror may modify or withdraw an Offer in writing at any time before Offer opening if the modification or withdraw is received before the Offer due date and time at the location designated in the Request for Proposal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under R7-2-1028.
- D. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/Public Entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/Public Entity, pursuant to R7-2-1006. If an Offeror believes that information in its Offer 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.
- 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; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

Uniform Instruction to Offerors

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 Offer, 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 Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

5. Additional Offer 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 Offeror.
- C. Late Offers, Modifications or Withdrawals. An Offer, Modification or Withdrawal submitted after the exact Offer due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).
- D. Disqualification. An Offer from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90).
- F. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Offers or portions thereof; or
 3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.
- B. Contract Commencement. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the District/Public Entity authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

Uniform Instruction to Offerors

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

7. Protests

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

A. Protest shall include:

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

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

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

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

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

Uniform General Terms and Conditions

1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No 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. 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.

Uniform General Terms and Conditions

- 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 Offer and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

4. Contract Changes

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

Uniform General Terms and Conditions

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 that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

Uniform General Terms and Conditions

6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District/Public Entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. School District/Public Entity's Contractual Remedies

- A. Right to Assurance. If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

Uniform General Terms and Conditions

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.

Uniform General Terms and Conditions

E. Termination for Default.

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

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

9. **Contract Claims**

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

10. **Integrity of Offer**

By signing this Offer, 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 Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted Offer 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 is prohibited from purchasing from a company that is in violation of the Export Administration Act.

Uniform General Terms and Conditions

14. Fingerprint Clearance Cards

Construction Superintendent for this project shall be required to obtain and submit a copy of a State of Arizona Department of Public Safety Level One Fingerprint Clearance Card prior to the start of the project.

It has been determined that successful contractor will complete the work while no students will be on campus, and therefore, Contractor and Sub-Contractor personnel will not have direct, unsupervised contact with students. If the project is not completed by substantial completion date the contractor shall be required to provide fingerprint clearance cards in accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

15. Clarifications

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Offer. 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 Offer, except to the extent that correction of apparent clerical mistakes results in a revision.

16. Confidential/Proprietary Information

Confidential information request: If Offeror believes that its Offer 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 Offer, 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.

17. Israel Boycott Divestments

Per A.R.S. 35-393, the School District/Public Entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

Unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the School District/Public Entity will take no action to enforce it.

Special Instructions, Terms and Conditions

1. District Representative

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

2. Purpose

The purpose of this Request for Proposals (RFP) is to enter into a contract with a qualified Certified Public Accountant to conduct an annual audit of financial transactions and accounts kept by or for the District, subject to the Single Audit Act Amendments of 1996 (P.L. 104-156) for the (5) year(s) ending **June 30, 2021, 2022, 2023, 2024, 2025**, and to complete the Uniform System of Financial Records (USFR) Compliance Questionnaire. The District reserves the right to suspend the provisions of the contract for any year in which the District expends less than the qualifying amount of federal awards set forth in the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

3. Sufficient Funds

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

4. Errors and Omissions Insurance

Vendors shall have in force a Professional Liability Miscellaneous Errors & Omissions Insurance policy. Successful vendor must file a copy of the Errors & Omissions Policy, showing limits within five (5) days after notification of award. Certification must include:

Name and Address of Insurance
Company Policy Number
Coverage Amounts
RFP Number from which the Award is made

The District reserves the right to terminate any contract agreement if the vendor fails to maintain such insurance coverage.

5. 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 #40 as an additional insured party.

Special Instructions, Terms and Conditions

6. Affordable Care Act

Offeror understands and agrees that is shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). 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.

7. 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. Successful Offeror will provide copies of these documents upon request of the District.

8. 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 must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

9. Fingerprint Requirements

Fingerprint clearance cards will not be required for this contract.

10. Terms of Award

It is the intent of the District to award a multi-term contract. Implementation to start during the 2021-2022 school year. If all conditions are met during this period of time, this contract may be extended, if funding is available, for up to four (4) additional one-year contracts. However, no contract exists unless and until a purchase order is issued.

It is anticipated Glendale Elementary School District #40 Governing Board approval for this contract will be made January 14, 2021. However, no commitment is made to this award date.

11. Contract Type

The District Agreement between a qualified Certified Public Accounting Firm and Owner will be utilized for this procurement. A draft copy is attached to the solicitation on page 35.

12. Contract Award

A contract under this solicitation will be awarded to a single Offeror.

13. Award Basis

Successful Offeror will be determined by evaluation criteria set forth in this solicitation, and successful negotiations.

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

If a vendor receives a contract award and is unable to meet the services requirements as outlined in this Solicitation, or is unable to hold proposal price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next lowest ranked vendor.

Special Instructions, Terms and Conditions

14. Evaluation

Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP. Proposals ranked with the highest scores may be called for interviews. 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.

Specific, weighted evaluation criteria is outlined in the Evaluation Criteria and Proposal Format section on page 21.

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).

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 and subject to change without prior notice.

Activity Schedule	Dates
RFP Issuance	September 16, 2020
Inquires due date & time	October 9, 2020 @ 2:00pm
RFP due date & time	October 23, 2020 @ 2:00pm
RFP Evaluation	Week of November 2 - 6
Notification Interviews/BOFA (if needed)	November 9, 2020
Board Award (tentative)	January 14, 2021

16. Guarantees By the Successful Offeror

Offeror guarantees that material offered is standard, new, and as required by the specifications. Every item delivered must be guaranteed against faulty material and workmanship.

17. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1024(B.1.k), Offeror shall acknowledge receipt of all amendments by either submitting a copy of the amendment with their Offer response or by signing the amendment acknowledgement form included in this RFP.

18. Offeror Required Contract/Agreement

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

Special Instructions, Terms and Conditions

19. Authority

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

20. Integrity of Offer

By signing this Offer, 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 District, or per A.A.C. R7-2-1024(B.1.q) Offeror has not engaged in collusion or anti-competitive practices in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted Offer or any resulting contract.

21. 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. Any purchase order issued by the Glendale Elementary School District will refer to the RFP number of this solicitation.

22. Price Clause

Prices shall be firm for the term of the contract. Prices as stated must be complete for all services offered and shall include all associated costs.

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.

23. 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.

24. Deviations to Offer

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

25. 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.

26. Procurement Methods

Services obtained under this Request for Proposal may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. Pricing must remain the same no matter what purchasing method the District uses.

I. PURPOSE

The purpose of this Request for Proposals (RFP) is to enter into a contract with a qualified Certified Public Accountant to conduct an annual audit of financial transactions and accounts kept by or for the District, subject to the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the (5) year(s) ending **June 30, 2021, 2022, 2023, 2024, 2025**, and to complete the Uniform System of Financial Records (USFR) Compliance Questionnaire. (If the audit periods extend beyond 1 year, include all audit periods in the RFP.) The District reserves the right to suspend the provisions of the contract for any year in which the District expends less than the qualifying amount of federal awards set forth in the Uniform Guidance.

II. SCOPE OF SERVICES REQUIRED

The selected audit firm will be required to perform an annual financial audit, in accordance with U.S. generally accepted auditing standards, Government Auditing Standards (GAS), issued by the Comptroller General of the United States, and the Uniform Guidance and issue the reports required by those standards and the Uniform Guidance. In addition, the audit firm must complete a USFR Compliance Questionnaire.

Districts must comply with the USFR. To help determine whether districts are in compliance, the Auditor General has developed the USFR Compliance Questionnaire, which consists of a series of questions to be completed by the District's audit firm regarding requirements set forth in the USFR and Arizona Revised Statutes. (For a biennial audit, the compliance questionnaire is only required to be completed for the second year of the 2-year audit.) The audit firm may obtain a copy of the USFR Compliance Questionnaire from the Auditor General's website at www.azauditor.gov.

Changes in Services

Changes in the scope, character, or complexity of the service may be negotiated if it is mutually agreed that such changes are desirable and necessary. Such changes must be authorized in writing by the SCHOOL DISTRICT and approved by the Auditor General, prior to the performance of the service.

III. GENERAL INFORMATION

A. Mandatory Qualifications

The following qualifications are mandatory for audit firms submitting proposals:

1. The auditors must be properly licensed certified public accountants or persons working for a licensed certified public accounting firm according to GAS.
2. The audit firm must meet the independence requirements of GAS.
3. The audit firm must not have a record of substandard audit work for the last **6** year(s). The District reserves the right to contact the Arizona State Board of Accountancy to verify the audit firm's credentials and the Auditor General's Office to verify that the audit firm has not been debarred or suspended or that such audit firm's contracts are not routinely rejected for substandard audits.
4. The audit firm must have an external quality control review performed at least every **3** years in accordance with GAS. The most recent external quality control review report must be included with the proposal.
5. The audit firm must meet the continuing education requirements of GAS. Therefore, each auditor responsible for planning, directing, conducting, or reporting on GAS audits should complete at least 80 hours of continuing education every 2 years. At least 20 hours should be completed in any 1 year of the 2-year period. At least 24 of the 80 hours of continuing education should be completed in subjects directly related to the government environment, government auditing, or the specific or unique environment in which the District operates.

B. Procedures and Time Frame for Submitting Proposals/Awarding Contract

Interested, qualified audit firms may submit a proposal to Glendale Elementary School District #40 at the following address:

Glendale Elementary School District #40

7015 West Maryland Avenue, Building C

Glendale, AZ 85303

One (1) original and five (5) copies of the proposal are required. They should be prepared in accordance with the proposal format requirements discussed in this RFP and packaged in such a manner that the outer wrapping clearly indicates the RFP number and audit firm's name and address.

The following dates will apply unless waived in writing by the District Governing Board:

2. Sealed proposals will be received until 2:00 p.m., Mountain Standard Time, on October 23, 2020, at the District address listed above. No proposals will be accepted after the time indicated. Proposals received after the deadline will be stamped with time and date and returned unopened.
3. Proposals will be evaluated the week of November 2, 2020. Please have staff available at that time to respond to questions.
4. Discussions with individual audit firms may be held to clarify proposals.

If such discussions are held with any or all audit firms, all audit firms will be notified that a best and final offer may be submitted by November 9, 2020. The best and final offer provides the opportunity for audit firms to revise their proposals, including the fee for the services, based on additional information gathered during the oral discussions. If a best and final offer is not submitted, the previous offer will be construed as the best and final offer.

5. Contract award is expected to be made on or before January 14, 2020. The contract will be awarded on the basis of demonstrated competence and qualifications to perform the required services at fair and reasonable compensation. However, after the audit firm is selected, the Auditor General will review the proposed contract and approve or disapprove it in accordance with A.R.S. §§15-914(E) and 41-1279.21(A)(4), and Arizona Administrative Code R4-44-117. Only upon approval of the proposed contract by the Auditor General will the contract be signed by the school district administrator and the selected audit firm.

The District will inform each audit firm that submitted a proposal, in writing, whether the proposal was accepted or rejected.

6. Audit work may begin as soon as the Auditor General approves the proposed contract. Audit work must be completed by December 15.
7. A preliminary draft of the reports should be completed and an exit conference held no later than December 15.
8. The final reports should be submitted to the District no later than March 15.

Cost and price information provided in the proposal will be held confidential and will not be disclosed to competing audit firms prior to selection of the audit firm.

All information and proposals submitted by Offerors will be made available for public inspection following the award of the contract.

C. Review of Proposals and Evaluation Criteria

The District and any outside experts the District considers necessary will evaluate the proposals. A point formula will be used during the review process to score proposals. If several proposals are very

closely ranked, the District may arrange for oral discussions with the audit firms to assist in making the selection.

Proposals will be evaluated using 3 sets of criteria—mandatory, technical, and cost criteria. Audit firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical and cost criteria. The following represents the principal selection criteria that will be considered during the evaluation process:

1.	Mandatory Criteria	
a.	The audit firm is independent and properly licensed.	
b.	The audit firm's professional staff have received the required continuing professional education within the preceding 2 years.	
c.	The audit firm submitted its most recent external quality control review report and has a record of quality audit work.	
2.	Technical Criteria	Points Possible
a.	Responsiveness of the proposal in clearly stating an understanding of the audit services to be performed, including:	
1.	Comprehensiveness of audit work plan	10
2.	Realistic time estimates of each major segment of the work plan and the estimated number of hours of each staff level	10
b.	Technical experience of the audit firm	
1.	Auditing Arizona school districts	10
2.	Auditing governments	5
3.	Auditing computerized systems	5
4.	Auditing federal programs	5
c.	Qualifications of staff	
1.	Qualifications of supervisory staff and of the audit team performing field work	15
2.	General direction and supervision to be exercised over the audit team by the audit firm's management	10
d.	Size and structure of the audit firm, considering the scope of the audit	5
3.	Cost Criteria	25
	Technical and Cost Criteria—maximum points	100

Cost is a factor in awarding the contract; however, only those proposals that meet all the mandatory criteria in the RFP will be given consideration. The contract will not be awarded solely on the basis of cost.

After a composite technical score for each audit firm has been established, the sealed cost proposal will be opened and additional points will be added to the technical score based on the proposed price. The maximum score for price will be assigned to the audit firm offering the lowest price, and proportional scores will be assigned to the other audit firms.

IV. PROPOSAL FORMAT

The proposal must conform to the format specified below. The District will make no reimbursement for the cost of developing or presenting proposals in response to the RFP.

A. Title Page

Each proposal must contain a title page that identifies the RFP number and subject and provides the audit firm's name, address, and telephone number; the name and title of a contact person; and the date the proposal was submitted. The title page must also state the period the proposal is effective (nonrescindable).

B. Table of Contents

The proposal's table of contents should include a clear and complete identification of the materials submitted by section and page number.

C. Letter of Transmittal

A brief letter of transmittal should be submitted that includes the following information:

1. The audit firm's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of persons authorized to represent the audit firm, their titles, addresses, and telephone numbers.
4. Reference to a sealed envelope that contains the all-inclusive fee for which the audit work will be done. The fee amount should not be divulged elsewhere in the proposal.

D. Audit Firm Profile and Qualifications

The following information should be included:

1. A description of the audit firm, including office size; whether the organization is local, regional, national, or international in operations; the number of professional staff by level; and a description of the range of activities performed by the local office (i.e., auditing, accounting, tax, or management services).
2. Affirmation that the audit firm meets the mandatory qualifications set forth in section II.A. above.
3. A statement of the audit firm's expertise in: 1) financial audits of Arizona school districts, 2) financial audits of governments, and 3) audits of computerized systems, and 4) audits of federal programs.
4. A description of prior experience with audit services of a similar or related nature, including references. The description should include a list of names and dates of school districts audited.
5. Identification of senior and technical staff to be assigned to the audit, including the audit manager or partner. Staff named in the proposal may not be substituted without permission of the District. Resumes, including relevant experience and continuing education of the auditor in charge up to the individual with final responsibility for the audit, may be included as an appendix.

E. Audit Firm's Approach to the Audit

The technical portion of the proposal shall include, as a minimum:

1. A work plan detailing the approach the audit firm intends to follow. The audit work plan should completely cover what audit work will be accomplished to allow the audit firm to render the reports described in this RFP.

The audit work plan should demonstrate the audit firm's understanding of the audit requirements of a single audit as specified in the Uniform Guidance and the audit tests and procedures to be applied in completing the audit work plan.

The audit work plan should also detail how the audit firm plans to meet the time constraints and reporting deadline requirements specified in this RFP.

2. A plan for organizing and staffing the audit, with an estimate of time each staff member will devote to the audit.

F. Sealed Cost Proposal

The cost portion of the proposal should be submitted along with the proposal, but in a separate sealed envelope. **Note: The cost proposal should include separate costs for audits of basic financial statements, CAFR statements, and federal programs (i.e., Single Audit, if applicable), including the preparation of the USFR Compliance Questionnaire. Any fees that will be paid to the audit firm for submission of the district’s reports to the Association of School Business Officials International (ASBO) and Government Finance Officers Association for certification or for the preparation of the Meritorious Budget Award application to ASBO, should not be part of the audit service cost. Any nonaudit service fees should be separately described in the cost proposal, if applicable.**

V. DESCRIPTION OF DISTRICT AND RECORDS TO BE AUDITED

A. General

Glendale Elementary School District #40 is a political subdivision of the State of Arizona located in Maricopa County. The District serves approximately 10,500 students.

The District operates on a July 1 to June 30 fiscal year.

The accounting policies of Glendale Elementary School District #40 conform to U.S. generally accepted accounting principles as adopted by the Government Accounting Standards Board (GASB).

B. Reporting Entity

The District is a special-purpose government that is governed by a separately elected governing body. It is legally separate from and fiscally independent of other state and local governments. Furthermore, there are no component units combined with the District for financial statement presentation purposes, and it is not included in any other governmental reporting entity. Consequently, the District’s financial statements present only the activities of those organizational entities for which its elected governing board is financially accountable.

C. District Funds

The District reports the following governmental and enterprise funds and other fund types:

<u>Governmental</u>	<u>Number of Funds</u>
General Fund	1
Major Fund(s)	4
Non-Major Fund(s)	34
<u>Enterprise</u>	<u>Number of Funds</u>
Major	
Non-Major Fund(s)	1
<u>Other Fund Types</u>	<u>Number of Funds</u>
Internal Service	3
Agency	1

D. Federal and State Financial Assistance

(List all federal and state financial assistance programs and approximate annual expenditures in each program.)

Federal or State Financial Assistance Program Name	Annual Expenditures (\$)
Title I	\$6,800,000
SI Priority and Focus Grant	\$77,000
Migrant Education	\$0
Title II	\$440,000
Title III	\$430,000
Title IV – 21 st Century Schools	\$577,000
IDEA Basic	\$2,599,000
IDEA Preschool	\$100,000
Medicaid Reimbursement	\$203,000
E-Rate	\$83,000
Preschool Development Grant	\$1,700
Refugee School Impact Grant	0
School Safety Program	\$207,000
National School Lunch Program	\$7,702,000
Fresh Fruits & Vegetables Program	0

E. Deposit of District Monies

In accordance with A.R.S. §15-341(A)(20), the District deposits with the County Treasurer all monies received, except monies allowed to be held in a separate bank account as listed below. The County School Superintendent (or school districts that have assumed accounting responsibility in accordance with A.R.S. §15-914.01) draws warrants on funds on deposit with the County Treasurer upon presentation of a voucher by the District Governing Board to expend District monies on deposit with the County Treasurer.

In addition to maintaining funds on deposit with the County Treasurer, the District maintains several bank accounts in accordance with A.R.S. Following is a list of all bank accounts maintained by the District:

<u>Bank Account Name</u>	<u>Bank Name and Location</u>
Miscellaneous Receipts clearing account(s)	Chase-Glendale
Food Service Fund clearing account(s)	Chase-Glendale
Student Activities Fund account(s)	Chase-Glendale
Federal Payroll Tax Withholdings account	Chase-Glendale
State Income Tax Withholdings account	Chase-Glendale
Payroll Direct Deposits clearing account	Chase-Glendale
Electronic Payments clearing account	Chase-Glendale

F. Magnitude of Financial Activity

The District's total expenditures budgeted for the years ended June 30, 2018, and June 30, 2019 were \$74,483,352 and \$78,422,325 respectively.

The District has approximately 1,332 employees with estimated payroll expenditures of \$42,231,097 and \$43,686,599 for the years ended June 30, 2018, and June 30, 2019, respectively.

Annual budgets, annual financial reports, and financial statements for the 2 year(s) ended June 30, 2019, will be sent to interested, qualified audit firms upon request, or may be examined at the District office.

G. Uniform System of Financial Records (USFR)

A.R.S. §15-271 requires the Auditor General in conjunction with ADE to prescribe a uniform system of financial records for use by school districts. This system has been established in the Uniform System of Financial Records accounting manual.

The USFR includes a Chart of Accounts that provides for the establishment of a complete accounting system. The Chart complies with U.S. generally accepted accounting principles, and meets the requirements of the U.S. Department of Education's account classifications and A.R.S. The account codes and titles listed in the chart must be used by the District.

The USFR also provides comprehensive accounting procedures for accounting records, cash, supplies inventory, property control, revenues, expenditures, payroll, travel, and state and federal financial assistance.

H. Additional Information

The USFR Compliance Questionnaire should be presented separately from other reports.

The tables presented in the Statistical Section of the CAFR must include all tables required for the District's annual Continuing Disclosure reporting as specified in the District's Official Statement (OS) dated December 13, 2019 and/or potential future Official Statements. An electronic copy of the latest OS will be sent to interested, qualified audit firms upon request.

VI. REPORT REVIEW, TIMING, AND NUMBER OF COPIES

Following completion of draft reports, the audit firm must submit 2 copies of the audit reports, management letter, and the USFR Compliance Questionnaire to the audit liaison Valerie Caraveo, Director of Finance and Purchasing, for review.

Upon completion of the final reports, the audit firm must provide 7 paper copies and 1 electronic copy of the audit reports, management letter, and USFR Compliance Questionnaire to the District. The electronic copies shall be in PDF format. The audit firm must also provide the electronic copies of the audit reports, management letter, and USFR Compliance Questionnaire to the Auditor General's Office, Accounting Services Division and ADE's Grant Management Division and send a paper copy or electronic copy of the applicable audit reports to the District's county school superintendent's office.

Additionally, the audit firm must submit 1 copy of the audit reporting package and data collection form to the Federal Audit Clearinghouse.

The audit firm will make no other distribution unless approved by the District.

A.R.S. §§15-914(E) and 41-1279.21(A)(4) require the Auditor General to ensure that completed audits are conducted in accordance with U.S. generally accepted auditing standards, GAS, the Uniform Guidance, and the minimum audit and reporting standards prescribed by the Auditor General. An audit will not be accepted as meeting the requirements of this section until it has been approved by the Auditor General.

VII. EXIT CONFERENCE REQUIREMENTS

The audit firm must be available to participate in 1 or more exit conferences with members of the District and the District Governing Board. Exit conferences must be coordinated through the audit liaison, Valerie Caraveo, Director of Finance and Purchasing. The purposes of the exit conferences are to discuss the draft audit reports with the District, identify any errors, and obtain comments on report findings and recommendations. In addition, the AUDIT FIRM should review the District's USFR noncompliance findings with the SCHOOL DISTRICT officials.

VIII. AUDIT DOCUMENTATION

The audit firm shall retain the audit documentation in its entirety for a period of 5 years after the date of the audit reports, unless the Auditor General requests a longer retention period. The audit documentation shall be subject at all reasonable times to review upon request by the Auditor General or her designee, ADE, the United States Government Accountability Office, other appropriate governmental agencies, or produced for review at the Auditor General's Office, if so requested.

IX. CONTRACTUAL ARRANGEMENTS

A. Multi-term Contracts

If the monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled. If the type or frequency of audits the District is required to obtain in a subsequent fiscal year changes or the District is no longer required to obtain an audit, the contract may be amended or canceled. If the contract is canceled, the audit firm shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered under the contract or which are otherwise not recoverable.

B. Other Provisions

X. RIGHT TO REJECT

The District reserves the right to:

- A. Reject any or all proposals submitted.
- B. Request additional information from all audit firms.
- C. Conduct discussions with responsible audit firms that submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.
- D. Negotiate modifications to the audit firm's proposal prior to final award for the purpose of obtaining best and final offers.
- E. Negotiate a contract that may be terminated for lack of funds.

XI. ASSISTANCE AVAILABLE TO AUDIT FIRMS

A. Previous Audit Reports and Audit Documentation

The most recent audit of the District was performed for the 2019 year(s) ended June 30, 2019 by Heinfeld, Meech & Co. P.C.. The audit firm's reports, issued December 13, 2019, contained a(n) unmodified opinion.

Audit documentation related to the aforementioned audit is available for inspection by contacting Eugene Park, Audit Partner, at (602) 277-9449 x333, at Heinfeld, Meech & Co., P.C., 3033 N. Central Ave., Suite 300, Phoenix, AZ 85012.

B. District Assistance

District officials and staff will be available to assist the audit firm by providing information, documentation, and explanations as required. Valerie Caraveo, Director of Finance and Purchasing, will be the audit liaison between the District and the audit firm.

C. Grantor Assistance

Questions or requests for assistance concerning federal grants should be directed to ADE's Grants Management Division or the applicable ADE federal program area.

Refer any questions regarding this Request for Proposals to:

Jessica Leasure

Buyer/Contract Specialist

(623) 237-6282

OFFER AND ACCEPTANCE FORM

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Bid, contact

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

E-Mail: _____

Company Name

Signature of Person Authorized to Sign Bid

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

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

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

ACCEPTANCE

The Bid is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 22.03.26 Financial Audit Services

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

Awarded this _____ day of _____ 20_____

Authorized Signature _____

STATEMENT OF NO OFFER

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

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

OUR FIRM IS **NOT** BIDDING

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to respond to your RFP 22.03.26 Financial Audit Services, for the following reasons:

Service/Commodity

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to this solicitation.

_____ Remove our name from this list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet all insurance requirements

_____ Other. (Specify below)

REMARKS:

NAME: _____

TITLE: _____

SIGNATURE: _____ DATE: _____

DEVIATIONS AND EXCEPTIONS

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

Exceptions (mark one):

_____ No exceptions

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

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

Firm

Authorized Signature

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

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

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

Firm

Authorized Signature

AMENDMENT ACKNOWLEDGMENT

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

Please sign and date

AMENDMENT NO. 1 Acknowledgement: _____
Signature Date

AMENDMENT NO. 2 Acknowledgement: _____
Signature Date

AMENDMENT NO. 3 Acknowledgement: _____
Signature Date

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

Firm

Authorized Signature

ADDITIONAL MATERIALS SUBMITTED

(Mark One):

_____ No additional materials have been included with this offer

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

NON-COLLUSION AFFIDAVIT
THIS FORM MUST BE NOTARIZED

State of _____)
County of _____) ss.

_____, affiant,
(Print Name of Person Authorized to Sign Offer)

the _____
(Title)

(Company Name)

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

That such Bid/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 bid/proposal, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Signature of Person Authorized to Sign Offer)

(Title)

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____

THIS FORM MUST BE NOTARIZED

Remote online notarization is acceptable in accordance with A.R.S. §§ 41-371 through 41-380 and should contain a statement substantially as follows: "This remote online notarization involved the use of communication technology." Resources regarding online notaries for Arizona can be found at: <https://azsos.gov/business/notary/enotary>

**MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND
HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

Offering companies that have been certified by the State of Arizona as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their UB and MWBE status when responding to this Offer Invitation.

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 Offer 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 _____ 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: _____

Printed Name: _____

Signature of Authorized Company Official: _____

Date: _____

EDGAR CERTIFICATIONS

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

(A). Contractor Violation or Breach of Contract Terms

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

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

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

(B). Termination for Cause or Convenience

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

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

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

(C). Equal Employment Opportunity

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

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

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

(D). Davis-Bacon Act

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

EDGAR CERTIFICATIONS

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 sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Public Entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

Does Vendor agree to abide by the above? 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 Public Entity, Vendor certifies that during the term of an award for all contracts by Public Entity resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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

EDGAR CERTIFICATIONS

(H). Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

(I). Byrd Anti-Lobbying Amendment

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

EDGAR CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

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

EDGAR CERTIFICATIONS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

Vendor's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40

7301 North 58th Avenue, Glendale AZ 85301

Fax: (623) 237-6295 Email: VendorRegistration@gesd40.org

VENDOR REGISTRATION APPLICATION

ORDER INFORMATION		PAYMENT INFORMATION	
LEGAL NAME OF VENDOR		LEGAL NAME OF PAYEE	
STREET ADDRESS		STREET ADDRESS	
STREET ADDRESS 2		STREET ADDRESS 2	
CITY		CITY	
STATE	ZIP CODE	STATE	ZIP CODE
PHONE#	FAX#	PHONE#	FAX#
CONTACT NAME		CONTACT NAME	
B/M/L ADDRESS FOR PURCHASE ORDERS		B/M/L ADDRESS FOR ACCOUNTS RECEIVABLE	
FEDERAL ID #		SOCIAL SECURITY #	
<input type="checkbox"/>		<input type="checkbox"/>	

By signing below, I hereby acknowledge that:

1. I am duly authorized to certify the information requested herein.
2. To the best of my knowledge, the elements of the information provided herein are accurate and true as of this date.
3. My organization will comply with all State statutes and Federal equal opportunity and non-discrimination requirements and conditions of employment in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order Number 75-5 dated April 28, 1975.
4. Filing of a Vendor Registration Application supplies information only and does not constitute an assumed obligation by Glendale Elementary School District (GESD) to guarantee contractual awards or agreements to my organization.
5. Updating information contained on this form is solely the duty of my organization.
6. **My organization will not provide any product or service without first having in our possession an authorized GESD Purchase Order. No products or services will be provided based on a verbal promise of a Purchase Order or with the submission of a requisition for a Purchase Order. I understand that payment for any product or service provided without an authorized Purchase Order is not the responsibility of GESD and that I will have to obtain payment from the individual requestor.**
7. My organization will direct all communication regarding GESD Purchase Orders to the GESD Procurement Office.
8. My organization will provide the Purchase Order number on all invoices submitted to GESD. I understand that invoices received without this information will not be paid.
9. My organization will submit all invoices directly to GESD Accounts Payable and not to the requesting department or school.

PRINTED NAME	TITLE
SIGNATURE	DATE

GESD maintains a Vendor Registry for the purpose of notifying vendors of current solicitations. To be included on the Registry, please review the attached list of Commodity Codes and enter any codes applicable to your company below. If you do not see your commodity on the attached list, please write it in the first boxes below.

VENDOR REGISTRY	Example: 17C						

If you are currently covered under a Cooperative Contract with another agency, please fill in the appropriate information below

OTHER CONTRACTS	AZ State Procurement Office	Contract #	Expiration Date
	Mohave Educational Services Cooperative	Contract #	Expiration Date
	Greater Phx Purchasing Consortium of Schools GPPCS	Contract #	Expiration Date
	Other	Contract #	Expiration Date

Please fill out the attached Conflict of Interest Disclosure on the following page.

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 - COMMODITY LIST

1. APPLIANCES	13. BUILDING MATERIALS & SUPPLY	16. COMMUNICATION
A. Ice Machines	A. Cabinetry/Casework	A. Carrier Broadband
B. Kitchen	B. Ceiling	B. Cellular Hardware
C. Laundry	C. Compressor	C. Cellular Service
D. Maintenance/Repair	D. Cooling Tower Chemicals	D. Cellular Supply
E. Material/Supply	E. Cooling Tower Equipment	E. Equipment
2. ART	F. Doors	F. Maintenance/Repair
A. Equipment	G. Electrical	G. PA Systems
B. Equipment Maintenance/Repair	H. Evaporative Cooling	H. Telephone Voice Service
C. Supplies	I. Filters	I. Two-Way Radios
3. ASSESSMENTS/TESTING	J. Flooring	J. Two-Way Radio Maintenance/Repair
A. Equipment	K. Fuel Island	17. CONFERENCES/TRAININGS
B. Equipment Maint/Repair	L. Glass	A. Baggage
C. Regular Education Supplies	M. Hardware	B. Car Rental
D. Scoring	N. HVAC	C. Parking
E. Special Education Supplies	O. Insulation	18. CONSTRUCTION CONTRACTORS
4. ATHLETIC/P.E./ SPORTS	P. Lighting	A. Asbestos Abatement/Remediation
A. Equipment	Q. Lumber	B. Asphalt/Paving
B. Equipment Maint/Repair	R. Painting	C. Building
C. Supplies	S. Plaster/Drywall	D. Cabinetry/ Casework
5. AUDIO VISUAL	T. Plumbing	E. Ceiling
A. Equipment	U. Refrigeration	F. Concrete
B. Equipment Maint/Repair	V. Roll Doors	G. Electrical
C. Supplies	W. Roofing	H. Flooring
6. AUTOMOTIVE (NON-STUDENT)	X. Tools/Supplies	I. General
A. Equipment	Y. Water Heaters	J. HVAC
B. Glass	Z. Water/Sewer	K. Lighting
C. Lift	AA. Welding	L. Painting
D. Lift Maintenance/Repair	BB. Window Screens	M. Plumbing
E. Maintenance/Repair	14. BUILDING SERVICE MAINT/REPAIR	N. Refrigeration
F. Painting	A. Cabinetry/Casework	O. Roofing
G. Refrigeration Unit	B. Ceiling	P. Water/Sewer
H. Refrigeration Unit Maint/Repair	C. Compressor	19. CONSULTING SERVICES
I. Supplies	D. Cooling Tower Equipment Maint/Repair	A. Asbestos Hazard
J. Towing	E. Cooling Tower Water Testing/Treatment	B. Construction
K. Washing	F. Doors	C. Curriculum
L. Window Tint	G. Electrical	D. Data Assessment
M. Windshield Repair/Service	H. Elevator	E. Drugs/Alcohol
7. AUTOMOTIVE (STUDENT)	I. Exhaust Hood	F. Educational Program
A. Equipment	J. Flooring	G. Employment/Salary
B. Glass	K. Fuel Island	H. Energy Management
C. Lift	L. HVAC	I. E-Rate
D. Lift Maintenance/Repair	M. Insulation	J. Financial/Tax Shelter
E. Maintenance/Repair	N. Keyless Entry	K. Food Service/Diet
F. Painting	O. Lighting	L. Grants
G. Supplies	P. Painting	M. Human Resources
H. Towing	Q. Plaster Drywall	N. Insurance/Benefit Administration
I. Washing	R. Plumbing	O. Prevention
J. Window Tint	S. Refrigeration	P. Procurement
K. Windshield Repair/Service	T. Roll Doors	Q. Redistrict/Boundary Changes
8. AWARD/INCENTIVE/RETENTION	U. Roofing	R. Special Education
A. Carryout/Delivery (non student)	V. Tool & Machine Service/Repair	S. Technology
B. Carryout/Delivery (student)	W. Water Heaters	T. Transportation
C. Supplies (non student)	X. Water/Sewer	20. CONTRACTED EDUCATION PRGRMS
D. Supplies (student)	Y. Welding	A. Author/Speaker
9. BANKING	Z. Window Repair/Service	B. Entertainment
A. Account Services	AA. Window Tint	C. Health
B. Fees	15. BUSINESS MACHINES	D. Math
C. Financing/Leasing	A. Copiers	E. Musician/Music
D. Supplies	B. Copiers Maint/Repair	F. Nature/Animals
10. BATTERIES	C. Laminators	G. Physical Education
A. Automotive	D. Laminators Maint/Repair	H. Prevention
B. I.T.	E. Mailing Equipment	I. Science
C. Maintenance & Operations	F. Mailing Equipment Maint/Repair	21. COPYRIGHT
D. Office/Classroom	G. POS	A. Movie
11. BLEACHERS	H. POS Maint/Repair	B. Music
A. Permanent	I. Poster Maker	22. CUSTODIAL
B. Service/Repair	J. Poster Maker Maintenance/Repair	A. Equipment
12. BOARDS	K. Printers	B. Equipment Maint/Repair
A. Bulletin/Tack	L. Printers Maint/Repair	C. Paper Products
B. Smart	M. Rotating Filing System	D. Services
C. White	N. Rotating Filing System Maint/Repair	E. Supplies
	O. Scanners	23. ENERGY MANAGEMENT
	P. Shredders	A. Equipment
	Q. Supplies	B. Equipment Maintenance/Repair
		C. Installation

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 - COMMODITY LIST

24. ENGINEERS	32. FURNITURE	39. LIBRARY
A. Civil	A. Adaptive/Special Needs	A. Books
B. Electrical	B. Classroom	B. Equipment
C. Geotechnical	C. Computer/Media	C. Equipment Maint/Repair
D. Hazardous Waste	D. Cubical	D. Supplies
E. Mechanical	E. Library	E. Videos/DVDs
F. Structural	F. Maint/Repair/Refinish	40. LOCKS & RELATED HARDWARE
G. Surveying	G. Nurse	A. Equipment
25. FEES	H. Office	B. Locksmith Services
A. Certification/Licensing Certified	I. Outdoor	C. Supplies
B. Certification/Licensing Classified	J. Science	41. MEDICAL EQUIPMENT & SUPPLIES
C. Inspection	33. GROUNDS	A. Bio Hazard
D. Leases	A. Chemicals	B. Equipment
E. Parking	B. Equipment	C. Equipment Maint/Repair
F. Participation/Registration	C. Equipment Maint/Repair	D. Supplies
G. Violation	D. Fertilizer	42. MOBILE BUILDING/TRAILER
26. FENCING/GATE	E. Landscaping Service	A. Maintenance/Repair
A. Equipment	F. Plants	B. Purchase
B. Installation	G. Rock/Concrete/Dirt	C. Relocation
C. Maint/Repair	H. Sod	D. Rental
D. Supplies	I. Supplies	43. MUSIC
27. FIELD TRIPS	J. Tools	A. Instruments
A. Amusement Parks	K. Tree Trimming	B. Maint/Repair
B. Camp Facilities	L. Weed Control Service	C. Risers
C. Concerts/Plays	34. HEAVY MACHINERY	D. Supplies
D. Farms	A. Forklifts	44. OFFICE EQUIPMENT & SUPPLIES
E. Hotels/Motels	B. Hydraulic Lifts	A. Calendars/Organizers
F. Movies/Bowling	C. Maintenance/Repair	B. Desk
G. Museums/Science Centers	D. Riding Lawn Equipment (mowers)	C. Filing/Storage/Binding
H. Sporting Event	E. Tractors	D. Equipment
I. Student Leadership	35. INFRASTRUCTURE	E. Equipment Maintenance/Repair
J. Swimming Pools/Parks	A. Bell/Paging	F. Paper/Pads/Pre-Printed Forms
K. Zoos/Nature	B. Cabling	G. Stamps
28. FIRE EXTINGUISHERS	C. Conduit	45. PAPER
A. Equipment	D. Data Storage	A. Card Stock
B. Maint/Repair	E. Equipment	B. Copy
29. FIRE SYSTEMS	F. Maintenance & Repair	C. Craft/Art
A. Alarm, Equipment	G. Network	D. Envelopes
B. Alarm, Installation	H. Server	46. PARENT INVOLVEMENT MAT & SVC
C. Alarm, Maint/Repair	I. Supplies	A. Administrative
D. Alarm, Monitoring	J. UPS	B. Classroom Management
E. Ansul System, Equipment	36. INSTRUCTIONAL AIDS	C. Community Engagement
F. Ansul System, Maint/Repair	A. Agendas/Calendars	D. Guest Speaker
G. Fire Riser, Equipment	B. Educational Toys/Games	E. Higher Thinking
H. Fire Riser, Maint/Repair	C. Gifted/Higher Thinking Materials	F. Literacy
30. FOOD SERVICE	D. Literacy Materials	G. Math
A. Beverages	E. Math Materials	H. Prevention
B. Bottled Water	F. Phonics Materials	I. Science
C. Bread	G. Prevention Materials	J. Social Studies
D. Commodity Processing	H. Science Materials	K. Spalding
E. Condiments	I. Social Studies Materials	L. Special Education
F. Dairy	J. Social/Behavioral	M. Technical
G. Equipment	K. Special Education/Adaptive	47. PLAYGROUND
H. Equipment Maintenance/Repair	37. INSTRUCTIONAL SUPPLIES	A. Equipment
I. Equipment Material/Supply	A. Bags/Containers	B. Maint/Repair
J. Frozen Foods	B. Bulletin Board Supplies	C. Playstructures
K. Meat	C. Craft Supplies	D. Sand
L. Produce	D. Health/Self Care	E. Shade Structures
M. Ready to Serve	E. Lesson Book/Desk Calendar	F. Supplies
N. Supplies (Cleaning)	F. Measuring Supplies	G. Surfacing
O. Supplies (Edible)	G. Note Pads/Notebooks	48. POSTAGE
P. Supplies (Serving)	H. Painting Supplies	A. Presort Services
Q. Temp Monitor Service	I. Scissors	B. Shipping, Freight (trucking co)
R. Walk-In	J. Stickers/Certificates/Bookmarks	C. Shipping, Small Packages (UPS/FedEx)
S. Walk-In Maintenance/Repair	K. Tape/Glue/Staples	49. PRINTING
T. Walk-In Temperature Monitoring Service	L. Writing Supplies	A. Equipment
31. FUEL	38. INSURANCE	B. Equipment Maint/Repair
A. Diesel	A. Casualty/Liability	C. Print Management
B. Gasoline	B. Employee Assistance Program	
C. Propane	C. Group	
	D. Health	
	E. Retirement	
	F. Student	
	G. Workers Compensation	

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 - COMMODITY LIST

50. PROFESSIONAL SVCS	54. RENTAL	66. TECHNOLOGY HARDWARE
A. Accountant/CPA	A. Bounce Houses/Dunk Tanks	A. Administrative Equipment
B. Administrative	B. Building	B. Administrative Supply
C. Appraisal	C. Costumes/Uniforms	C. Computer/Monitor Equipment
D. Architects	D. Custodial Equipment	D. Computer/Monitor Supply
E. Auctioneer	E. Heavy Equipment	E. Instruction Equipment
F. Auditor	F. Signs	F. Instruction Supply
G. Background Checks	G. Supplies	G. Maintenance/Repair
H. Bond Council		H. Telephone Equipment
I. Child Care	55. SAFES	I. Telephone Supply
J. Claims Processing	A. Equipment	J. Time Clock Equipment
K. Debt Collections	B. Service	K. Time Clock Supply
L. Disc Jockey		
M. Drug Screening	56. SAFETY	67. TECHNOLOGY SOFTWARE
N. Dry Cleaner	A. Equipment	A. Administrative
O. Education/Substitute Teachers	B. Equipment Maint/Repair	B. Assessment/Testing
P. Employment Eligibility Verification	C. Supplies	C. Building Maintenance
Q. Engraving	D. Training	D. Food Service
R. Graphic Design		E. Human Resources
S. Guest Speaker	57. SCIENCE	F. Infrastructure
T. Hazardous Material Disposal	A. Chemicals	G. Instruction
U. Irrigation	B. Equipment	H. Language Acquisition
V. Leak Detection	C. Equipment Maint/Repair	I. Library
W. Legal Council	D. Supplies	J. Payroll
X. Lobbyist		K. Programming
Y. Mediator/Hearing Officer	58. SECURITY	L. Special Education
Z. Medical	A. Alarms	M. Student Management Database
AA. Moving	B. Alarma Maint/Repair	N. Transportation
BB. Occupational Therapist	C. Cameras	
CC. Paper Shredding	D. Camera Maint/Repair	68. TEXTBOOKS
DD. Pest Control	E. Equipment Maint/Repair	A. Disposal
EE. Photography	F. Monitoring	B. New
FF. Physical Therapist		C. Used
GG. Prevention Programs	59. SHELVING	
HH. Printing (Forms/Envelopes)	A. Classroom	69. TIRES
II. Psychologist	B. Laboratory	A. New (non student)
JJ. Referee/Sports	C. Library	B. New (student)
KK. Security	D. Warehouse	C. Service/Repair (non student)
LL. Social Worker		D. Service/Repair (student)
MM. Speech Therapist	60. SIGNS & LETTERING	E. Wheels (non student)
NN. Temporary Certified Staffing	A. Banners	F. Wheels (student)
OO. Temporary Classified Staffing	B. Building Signage	
PP. Translation/Interpreting	C. Crossing Guard/Road/Parking	70. TRACKING/ID SYSTEMS
QQ. Transportation	D. Marquee	A. Property Tracking Equipment
RR. Utility Locating/Bluestaking	E. Scoreboards	B. Property Tracking Equipment Maint/Rpr
		C. Property Tracking Supplies
51. RECRUITMENT	61. SOLAR ENERGY	D. Staff ID Equipment
A. Advertising Billboard (non student)	A. Equipment	E. Staff ID Equipment Maint/Repair
B. Advertising Billboard (student)	B. Equipment Maint/Repair	F. Staff ID Supplies
C. Advertising Magazine (non student)	C. Installation	G. Student ID Equipment
D. Advertising Magazine (student)		H. Student ID Equipment Maint/Repair
E. Advertising Newspaper (non student)	62. SPECIAL EDUCATION	I. Student ID Supplies
F. Advertising Newspaper (student)	A. Equipment (Non-Technology)	
G. Advertising Print (non student)	B. Equipment (Technology)	71. TRANSPORTATION
H. Advertising Print (student)	C. Supplies	A. Equipment
I. Advertising Radio (non student)		B. Fleet Management
J. Advertising Radio (student)	63. STAGE	C. Service
K. Advertising Television (non student)	A. Curtains	D. Supplies
L. Advertising Television (student)	B. Equipment	E. Uniform/Linen Rental
M. Advertising Website (non student)	C. Lighting	
N. Advertising Website (student)	D. Platforms	72. TRAVEL
O. Dues & Fees	E. Service/Installation	A. Airfare
P. Equipment		B. Charter Bus
Q. Printing	64. STRUCTURES	C. Travel Agency
R. Subscription	A. Shade Structure	
S. Supplies		73. UNIFORMS
	65. SUBSCRIPTIONS	A. Athletic
52. RECYCLE	A. Journals/Magazines/Newspaper (Admin)	B. Staff
A. Equipment	B. Journals/Magazines/Newspaper (Inst)	C. Student
B. Material/Supply	C. Software (Administrative)	
C. Service	D. Software (Assess/Testing)	74. VEHICLES
D. Toner Service	E. Software (Bldg Maintenance)	A. Automobiles
	F. Software (Classroom)	B. Buses
53. REFUSE/WASTE	G. Software (Food Service)	C. Golf Carts/Gators
A. Equipment	H. Software (H.R.)	D. Trailers
B. Material/Supply	I. Software(Language Acquisition)	E. Trucks
C. Medical Bio Hazard	J. Software (Library)	
D. Service	K. Software (Programming)	75. WAREHOUSE
	L. Software (Special Education)	A. Equipment
	M. Software (Student Management)	B. Supplies
	N. Software (Transportation)	
	O. Web (Administrative)	77. WELLNESS
	P. Web (Instructional)	A. Equipment
		B. Events, Classes
		C. Fees/Dues
		D. Incentive/Award
		E. Supplies
		78. YEARBOOKS

Glendale Elementary School District #40

Conflict of Interest Disclosure Form

Company Name _____

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

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

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

Are you a Glendale Elementary School District Board Member? Yes No (If Yes, Please see GESD Policy BCB for Instructions)

	INITIAL EACH STATEMENT
	I understand that if <u>I</u> or a <u>relative</u> has financial or ownership interest in a Glendale Elementary School District matter, I may <u>NOT</u> participate in it in any way for any segment on behalf of the Glendale Elementary School District.

		I understand that if <u>I</u> or a <u>relative</u> is employed by, is sales representative for or owns part of a business, company, property or partnership I may <u>NOT</u> do any of the following on Glendale Elementary School District behalf:
		<ul style="list-style-type: none">• Participate in selecting a vendor for the goods or services supplied by the business• Vote on or approve the award of a contract to the business• Supervise the work of the business for Glendale Elementary School District• Approve invoices from the business• Participate in determining that Glendale Elementary School District #40 needs the types of goods or services supplied by the business• Participate in resolving any contract disputes between the business and Glendale Elementary School District No. 40

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

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

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

Provide a full description of your financial or ownership interest:

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

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

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

Signature: _____ **Date:** _____

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

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

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	2 Business name/disregarded entity name, if different from above					
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		<input type="checkbox"/> Other (see instructions) ▶ _____		Exemption from FATCA reporting code (if any) _____	(Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)			
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

CERTIFICATE OF INSURANCE

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

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

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

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

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____ _____ AUTHORIZED REPRESENTATIVE
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**SAMPLE SCHOOL DISTRICT AUDIT SERVICES AND USFR COMPLIANCE QUESTIONNAIRE
CONTRACT**

THIS CONTRACT made and entered into on _____, 20____, by and between the Governing Board of _____ School District No. ____, hereinafter referred to as the SCHOOL DISTRICT, and _____, hereinafter referred to as the AUDIT FIRM.

SCOPE OF SERVICES

In accordance with the authority granted under the laws of the State of Arizona, the SCHOOL DISTRICT wishes to procure the services of the AUDIT FIRM to perform (a biennial) -or- (an annual) financial statement audit of _____ School District No. ____— Government-Wide and Fund Financial Statements for the year(s) ending June 30, 20____, in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards (GAS)*, issued by the Comptroller General of the United States and the AUDIT FIRM will issue the reports required by those standards. In addition, the AUDIT FIRM must complete a *Uniform System of Financial Records (USFR)* Compliance Questionnaire in accordance with the minimum standards prescribed by the Auditor General's Office.

-OR-

In accordance with the authority granted under the laws of the State of Arizona, the SCHOOL DISTRICT wishes to procure the services of the AUDIT FIRM to perform an annual single audit of _____ School District No. __— Government-Wide and Fund Financial Statements for the year(s) ending June 30, 20____, in accordance with U.S. generally accepted auditing standards; Government Auditing Standards (GAS), issued by the Comptroller General of the United States; and Title 2 U.S. Code of Federal Regulations Part 200 (CFR), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the AUDIT FIRM will issue the reports required by those standards and the Uniform Guidance. In addition, the AUDIT FIRM must complete a Uniform System of Financial Records (USFR) Compliance Questionnaire in accordance with the minimum standards prescribed by the Auditor General's Office.

1. The AUDIT FIRM and the SCHOOL DISTRICT desire to enter into and execute a written contract involving these services and to agree upon the terms thereof.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and agreements by the parties made to be kept and performed, the parties agree as follows:

AGREEMENT

The AUDIT FIRM, as an independent contractor, and not as an agent of the SCHOOL DISTRICT, shall provide the services.

Term of Agreement

The term of this Agreement shall be for the period beginning _____, 20____, and ending _____ (Note: Specified dates should cover the time period the AUDIT FIRM will be performing the services). The SCHOOL DISTRICT assumes no liability for work performed or costs incurred prior to the contract beginning dates or subsequent to the completion dates.

The audit reporting package will be submitted no later than _____, 20____. (Note: Date may not be later than 9 months after the fiscal year end.)

The AUDIT FIRM shall provide ____ paper copies and 1 electronic copy of the audit reporting package to the SCHOOL DISTRICT; 1 electronic copy to the Auditor General's Office, Accounting Services Division; and 1 electronic copy to the Arizona Department of Education (ADE), Grants Management Division. The electronic copies shall be in PDF format. In addition, the AUDIT FIRM must send a paper copy or electronic copy of the audit reports to the District's county school superintendent's office.

Additionally, the AUDIT FIRM shall submit 1 copy of the audit reporting package and data collection form to the Federal Audit Clearinghouse.

The AUDIT FIRM will make no other distribution unless approved by the SCHOOL DISTRICT.

Data Collection Form

To comply with the Uniform Guidance, the AUDIT FIRM and SCHOOL DISTRICT shall complete the data collection form approved by the Office of Management and Budget as instructed. CFR §200.512.

Audit Reporting Package

The audit reporting package shall include all reports required by U.S. Generally Accepted Auditing Standards and GAS.

-OR-

The audit reporting package shall include all reports required by U.S. Generally Accepted Auditing Standards, GAS, and the Uniform Guidance.

Uniform System of Financial Records (USFR) Compliance

The AUDIT FIRM will also complete the USFR Compliance Questionnaire and submit it, along with management letters the AUDIT FIRM issues to the SCHOOL DISTRICT, to the Auditor General and to ADE in electronic format (PDF). For a biennial audit, the compliance questionnaire is only required to be completed for the second year of the 2-year audit period. The Auditor General will determine whether the SCHOOL DISTRICT has established and maintained the requirements prescribed by the USFR at a satisfactory level. **Assertions on the USFR Compliance Questionnaire made by the AUDIT FIRM must be adequately supported in the audit documentation, as described in the instructions to the questionnaire.**

Audit Standards

The AUDIT FIRM attests that it meets the independence standards of and will conduct the audit in accordance with U.S. generally accepted auditing standards and GAS. Standards adopted by the American Institute of Certified Public Accountants have been incorporated into GAS unless the United States Government Accountability Office has excluded them by formal announcement.

-OR-

The AUDIT FIRM attests that it meets the independence standards of and will conduct the audit in accordance with U.S. generally accepted auditing standards, GAS, and the Uniform Guidance. Standards adopted by the American Institute of Certified Public Accountants have been incorporated into GAS unless the United States Government Accountability Office has excluded them by formal announcement.

Exit Conference

Following completion of the draft reports, the AUDIT FIRM must hold an exit conference with responsible SCHOOL DISTRICT officials. The purpose of the exit conference is to discuss the draft audit reports with the SCHOOL DISTRICT, identify any errors, and obtain comments on the reports' findings and recommendations. In addition, the AUDIT FIRM should review the District's USFR deficiencies with the SCHOOL DISTRICT officials.

Payments and Compensation

Compensation for audit services, including travel and out-of-pocket expenses, for the financial statements, any applicable federal programs and the USFR Compliance Questionnaire shall not exceed the amounts listed below. (Note: If a multiterm contract or an option-to-renew contract, the SCHOOL DISTRICT should separately list the cost for each year.)

The cost for nonaudit services such as application fees paid for submission of reports to the Association of School Business Officials International (ASBO) and Government Finance Officers Association for certification or for the preparation of the Meritorious Budget Award application to ASBO, if any, should not be part of the audit service cost. These types of nonaudit service fees should be separately described and included in the Other column below.

Fiscal Year-End	Audit of			Other	Total
	Financial Statements	CAFR	Federal Programs		

The SCHOOL DISTRICT shall pay the AUDIT FIRM in installments based on periodic written progress reports and invoices for the work accomplished to date. In accordance with the Uniform Guidance, the allowable charges for federal awards may be calculated as a direct cost or an allocated indirect cost.

The SCHOOL DISTRICT will withhold the final ____ percent of the annual contract amount or \$ _____, whichever is greater, until all written reports are accepted in final form by the SCHOOL DISTRICT.

All audit work, drafts, and final reports must be completed in a timely manner. For each week after _____ that all reports are not received by the SCHOOL DISTRICT, the AUDIT FIRM will be penalized with a ____ percent reduction in the audit fee.

Changes in Services

Changes in the scope, character, or complexity of the services may be negotiated if it is mutually agreed that such changes are desirable and necessary. Such changes must be authorized in writing by the SCHOOL DISTRICT **and approved by the Auditor General, prior to the performance of the service.**

Responsibility, Claims, and Liabilities

The AUDIT FIRM hereby agrees to hold the SCHOOL DISTRICT or any of its officers or employees harmless from all sums the SCHOOL DISTRICT or any of its officers or employees may be obligated to pay by reason of any liability imposed upon any of them for damages arising out of the AUDIT FIRM's performance of professional services for the SCHOOL DISTRICT in the AUDIT FIRM's capacity as a contract auditor; or caused by any error, negligence, omission, or act of the AUDIT FIRM or any person employed by it or others for whose acts the AUDIT FIRM is legally liable. The above sums shall include, in the event of any legal action, court costs, litigation expenses, and reasonable attorney fees.

Assignments

The contract may not be assigned by the AUDIT FIRM without prior written consent of the SCHOOL DISTRICT and the Auditor General.

Compliance with Laws

In accordance with A.R.S. §41-2501, et seq, and *Arizona Administrative Code (AAC) R7-2-1001*, et seq, the contract shall be governed and interpreted by the laws of the State of Arizona and the School District Procurement Rules.

The AUDIT FIRM shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the performance of this contract and the work hereunder and shall comply with applicable laws and regulations governing safety and health.

The AUDIT FIRM shall procure all required insurance, permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of the work.

Jurisdiction

This contract and all work hereunder shall be subject to the laws, rules, regulations, and decrees of the State of Arizona, including AAC R4-44-101 et seq. In the event of a dispute, the parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes. Any litigation shall be commenced and prosecuted in an appropriate court of competent jurisdiction within the State of Arizona.

Retention of Records and Access to Documents

The AUDIT FIRM shall retain the audit documentation in its entirety for a period of 5 years after the date of the audit report, unless the Auditor General requests a longer retention period. The audit documentation shall be subject at all reasonable times to review upon request by the Auditor General or her designee, ADE, *the United States Government Accountability Office*, and other appropriate governmental agencies, or produced for review at the Auditor General's Office, if so requested.

Failure to Perform

Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the SCHOOL DISTRICT cause to cancel this contract on written notice to the AUDIT FIRM. In the event of cancellation for breach of this contract, the AUDIT FIRM shall not be entitled to damages, and agrees not to sue the SCHOOL DISTRICT for damages therefor. Notwithstanding other legal remedies that may be available to the SCHOOL DISTRICT because of the cancellation for breach of this contract, the AUDIT FIRM agrees to indemnify the SCHOOL DISTRICT for its costs in procuring the services of a new audit firm.

E-Verify

In accordance with A.R.S. §41-4401, AUDIT FIRM warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214.

Nondiscrimination

In accordance with A.R.S. §41-1461, et seq, the AUDIT FIRM shall comply with all applicable federal and state statutes, executive orders, regulations, and other requirements relating to civil rights and nondiscrimination in employment.

Inability to Complete Audit

If the AUDIT FIRM is unable to complete the audit on account of circumstances beyond its control and through no fault of the AUDIT FIRM, the AUDIT FIRM may cancel this agreement by giving the SCHOOL DISTRICT written notice. In the event of such cancellation, the SCHOOL DISTRICT shall be liable to the AUDIT FIRM only for the work performed up to and including the date of the notice and shall pay for hours completed on the audit based on the rates, which include travel and out-of-pocket expenses, submitted by the AUDIT FIRM in its proposal.

Cancellation of School District Contracts

The SCHOOL DISTRICT reserves the right to cancel the contract if the SCHOOL DISTRICT is no longer required to obtain an audit. The SCHOOL DISTRICT shall notify the Auditor General of the cancellation. For changes in the type or frequency of the audit required, see the Changes in Work section above.

Conflict of Interest

Pursuant to A.R.S. §38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of the SCHOOL DISTRICT is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of the AUDIT FIRM in any capacity or a consultant to the AUDIT FIRM with respect to the subject matter of the agreement, the SCHOOL DISTRICT may cancel the agreement within 3 years of execution of the contract without penalty or further obligation, and any fee paid to such person may be recouped.

Contracts and Amendments

The Request for Proposals, statement of qualifications, and the actual proposal from the AUDIT FIRM with appropriate addenda and terms, are by reference incorporated herein as if fully set forth in this agreement.

This agreement, its exhibits, appendices, attachments, and Request for Proposals and actual proposal, including any amendment to the agreement, shall constitute the entire contract between the parties. In the event a conflict exists between this agreement and the AUDIT FIRM's proposal, the conflict will be resolved consistent with this agreement and the Request for Proposals.

THIS CONTRACT shall become effective after email notification of the approval is received from the Auditor General and on the date of execution by the SCHOOL DISTRICT.

(SCHOOL DISTRICT ADMINISTRATOR)

BY: _____
TITLE: _____
DATE: _____

(AUDIT FIRM)

BY: _____
TITLE: _____
DATE: _____

TIN: _____
(TAXPAYER IDENTIFICATION NUMBER)

Submitted by:

DO NOT OPEN

SEALED BID/PROPOSAL

RFP #: 22.03.26 Financial Audit Services

Due Date: October 23, 2020 @ 2:00 pm MST(Arizona Time)

Deliver to:

Glendale Elementary School Dist. #40
Purchasing Department

Attn: Jessica Leasure

7015 W. Maryland Avenue, Bld. C
Glendale, AZ 85303

CUT ALONG THE LINE AND AFFIX LABEL TO THE FRONT OF YOUR BID CONTAINER