

East Valley Institute of Technology No. 401
NOTICE OF INVITATION FOR BID
IFB #25-001

Commercial Welding Equipment and Supplies

Proposal Due Date: – 07/01/2024 2:00pm Local Arizona Time

Opening Location: East Valley Institute of Technology
1601 W Main St. Mesa, AZ. 85201
Building 3, District Office

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. § 15-213, bids for the material or services specified will be received by the East Valley Institute of Technology, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the bidders pricing shall be publicly read and recorded. All other information contained in the Bid shall remain confidential until award is made. **If you need directions to our office**, please call Andrew Hartland, **480-461-6744**

Initial contract term shall be **from July 2024 through June 30th, 2025**, with no additional annual renewals.

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

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

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

Solicitation Contact Person:

Andrew Hartland
Purchasing Specialist
480-461-6744
ahartland@evit.edu

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DOCUMENTS REFERENCED:


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

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

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: https://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>

Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations is available at: <https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

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UNIFORM INSTRUCTIONS TO BIDDERS

1. Definition of Terms

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

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

2. Inquiries

- A. Duty to Examine. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Bid and not be opened until after the Bid due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Bid due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. A Bidder may not rely on verbal responses to inquiries.

- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the bid. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the bid.

- G. Pre-Bid Conference. If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. Statements made during a pre-bid conference are not an amendment to the solicitation. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

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

3. Bid Preparation

- A. Forms. A bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

- B. Typed or Ink; Corrections. The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under A.A.C. R7-2-1030.

- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

- D. Exceptions to Terms and Conditions. All exceptions included with the Bid shall be submitted on the Deviations and Exceptions page in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

- E. Subcontracts. Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.

- F. Cost of Bid Preparation. The district will not reimburse any Bidder the cost of responding to a Solicitation.

- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Bid.

- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

- I. Provision of Tax Identification Numbers. Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.

- J. **Identification of Taxes in Bid.** School Districts/Public Entities **are subject to all applicable state and local transaction privilege taxes. If Arizona resident Bidders do not indicate taxes on a separate item in the Bid, the School District/Public Entity will conclude that the price(s) bid includes all applicable taxes.** At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Bidder.

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

- L. **Solicitation Order of Precedence.** In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
 - 1. Amendments;
 - 2. Special Terms and Conditions;
 - 3. Uniform General Terms and Conditions;
 - 4. Scope of Work/Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Special Instructions to Bidders;
 - 8. Uniform Instructions to Bidders

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

4. Submission of Bid

- A. **Sealed Envelope or Package.** Each Bid shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Bid and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.

- B. **Electronic Submission.** If determined by the district that electronic submission of bids is advantageous, the district will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the Solicitation. Unless otherwise instructed, a facsimile or electronically submitted Bid shall be rejected.

- C. **Bid Amendment or Withdrawal.** A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdraw is received before the Bid due date and time at the location designated in the Invitation for Bid. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under A.A.C. R7-2-1028.

- D. Public Record. Under applicable law, all Bids submitted and opened are public records and must be retained by the School District/Public Entity. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by the School District/Public Entity, pursuant to A.A.C. R7-2-1006. If a Bidder believes that information in its Bid contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall be provided on the Confidential/Proprietary Submittals page 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 Bidder certifies that:
1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Bid for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
 3. By submission of this Bid, that neither it nor its principals are 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 Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 5. By submission of this Bid, that Bidder has taken steps and exercised due diligence to ensure that Bidder has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the district, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

5. Additional Bid Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.

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

6. Award

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

- 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.

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- 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 ten (10) days after the school district makes the procurement file available for public inspection.
- E. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the district Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the ten (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.

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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.

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- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/Public Entity.

3. Costs and Payments

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

4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the

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Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

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

5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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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.

5. 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.

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1. Contractor’s Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. School District/Public Entity’s Contractual Remedies

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

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8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) 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. Personal Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).

- C. Gratuities. In accordance with A.A.C. R7-2-1087(H) 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.

- D. 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.

- E. 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.

- F. 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.

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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.

G. 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. § 15-213 and rules adopted thereunder.

10. Gift Policy

The district will accept no gifts, gratuities or advertising products from Bidders. The Purchasing Department has adopted a zero-tolerance policy concerning Bidder gifts. The district may request product samples from Bidders for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

11. Integrity of Bid

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

12. 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.

13. 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.

14. 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.

15. 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.

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

16. Clarifications

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

17. Confidential/Proprietary Information

Confidential information request: If Bidder believes that its Bid contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District/Public Entity of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Bidder in writing of such determination.

When submitting a bid containing “CONFIDENTIAL” information, bidder agrees to defend, indemnify and hold harmless the district, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the district withholding information that bidder marked as “CONFIDENTIAL”.

When requesting information in your Response to be considered as Confidential/Proprietary, a complete hardbound and electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.

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

Public Record: All Bids submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official.

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FEDERAL FUNDING REQUIREMENTS

1. **Affordable Care Act:** The bidder understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). The bidder shall bear sole responsibility for providing health care benefits for its employees who provide services to the district as required by State or Federal law.
2. **Buy American Provision (only applies to Food & Nutrition food purchases):** The bidder will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The bidder shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantially” means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the “domestic” standard as described above (“non-domestic”) in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.
3. **Disclosure of Lobbying Activities:** Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the bidder must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)
4. **Certification Regarding Lobbying:** Pursuant to 31 USC 1352, the bidder must submit a certification regarding lobbying which conforms in substance with the language provided in 2CFR Part 200.450. No appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions.
5. **Certificate of Independent Price Determination:** The bidder admits that all prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor certification regarding non-collusion.
6. **Civil Rights Compliance (only applies to Food & Nutrition contracts):** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
 - a. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
 - b. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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7. **Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation:** The bidder will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.
8. **Contract Work Hours and Safety Standard Act:** The bidder shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$100,000)
9. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** By signing the Bid & Acceptance form, the bidder certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The bidder shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)
10. **Energy Policy and Conservation Act:** The bidder shall meet 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. (Pub. L. 94–163, 89 Stat.871.)
11. **Equal Employment Opportunity:** The bidder shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).
12. **Record Keeping:** The books and records of the bidder pertaining to operations under this Agreement shall be available to the district at any reasonable time. These records are subject to inspection or audit by representatives of the district, State Agency, the US Department of Agriculture (for food/nutrition only), and the US General Accounting Office at any reasonable time and place. The district shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S § 35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).
13. **Invoicing (only applies to Food & Nutrition contracts):** The bidder fully discloses all discounts, rebates, allowances and incentives received by the bidder from its suppliers. If the bidder receives a discount, rebate, allowance, or incentive from any supplier, the bidder must disclose and return to the district the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the district. The bidder must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv). No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the bidder receiving payments in excess of the bidder’s actual, net allowable costs. 7CFR§210.21 (f)(2)
The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor’s non-profit Child Nutrition account.
14. **Termination Clause:** The district may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)
15. **E-Verify Requirement:** The bidder warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

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16. Description of process for enabling vendors to receive or pick up orders upon contract award. Once the district has made the decision to order from a vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to the vendor, based upon the needs of the district. No volume is implied or guaranteed.
17. **Solid Waste Disposal Act:** The bidder shall comply with Section 6002 of the Solid Waste Act and its implementing regulations.
18. **Minority & Woman Businesses:** When federal funding may be used, the district shall take affirmative steps to ensure minority businesses, women’s business enterprises, and labor surplus area firms are notified of solicitation opportunities when possible. Prime contractors are required to take the same affirmative steps let 2 CFR Part 200.321
19. **Program Regulation (only applies to Food & Nutrition contracts):** Bidder shall be in conformance with applicable portions of the School Food Authority’s (SFA) agreement under the program. Bidder will conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250. Bidder shall provide products that meet Public Law 111-296, the Healthy Hunger-Free Kids Act of 2010 (HHFKA). bidder’s products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements.
20. **Copeland Anti-Kickback Act and Davis-Bacon Act (for building projects in excess of \$2000):**
 - a. **Copeland “Anti-Kickback” Act** - All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act.
 - b. **Davis-Bacon Act** - The bidder shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
21. **Contract Violations or Breach of Contract:** The district reserves all administrative, contractual and legal rights and privileges under applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract.
22. **Rights to Inventions:** For all contracts that meet the definition of “funding agreement” and where the district wishes to enter into a contract with a small business firm or non-profit organization, the bidder shall comply with the Rights to Inventions made by non-profit organizations and small business firms under Government Grants, Contracts, and Cooperative Agreements.

SPECIAL INSTRUCTIONS TO BIDDERS

1. District Representative

In accordance with A.A.C. R7-2-1024(B.1.j), and the “Uniform Instructions To Bidders”, the district Representative is **Dr. Chad Wilson, Superintendent**.

2. Questions

All questions related to this Solicitation shall be in writing and directed to **Andrew Hartland, Purchasing Specialist** fax to **480-461-4089** or email to **ahartland@evit.edu** Bidders shall not contact or ask questions of the school or department for which the requirement is being procured. All inquiries shall be made a minimum of seven (7) days prior to the specified opening date as directed on Page 1. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions will be responded to as soon as possible.

3. Contract Award

It is anticipated that a contract under this bid will be awarded to a single bidder.

4. Multiple Award

The district reserves the right to make a multiple award at the discretion of the Governing Board. Per A.A.C. R7-2-1024(B.1.d), contracts will be awarded by individual line item.

5. Evaluation and Award Basis

Representatives of the district will evaluate the Bid.

Per A.A.C. R7-2-1024 (B.1.e) and R7-2-1024(B.1.h), successful responsive and responsible bidders will be determined by ability to provide the items asked for, pricing of the items, and proximity to the district.

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

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

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

6. Discount Off Catalog

It is recognized that catalog pricing may change during the contract term, but **trade discounts awarded on this Bid must remain firm throughout the entire contract period**. Bidders could be asked to re-price the “market basket” annually at the district’s discretion.

Freight Charges

Freight charges should be indicated for each category. Examples:

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

7. Bidder Responsibility

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

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

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

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

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

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

8. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1024(B.1.k), bidder shall acknowledge receipt of all amendments by submitting a copy of the amendment with their bid response

9. Bidder 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 Bid. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria.

10. Samples

Bidder may be requested to provide samples that they have produced that are similar in scope to the brand specified. The district may use these samples as part of their evaluation criteria and reserve the right to be the sole judge of quality and acceptability. Disposal of said samples will be at the discretion of the Procurement Officer.

11. 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.

12. Integrity of Bid

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

13. Brand Name or Equal

Per A.A.C. R7-2-1024(B.1.g) any manufacturer’s names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other bidders but are intended to approximate the quality design or performance which is desired. Any Bid which proposes like quality, design or performance will be considered. If the description of your Bid differs in any way, you must give complete detailed description of your Bid including pictures and literature where applicable.

14. Descriptive Literature

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

15. Deviations to Bid

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the Bid form on the Bidder’s letterhead. Exceptions must be signed by an authorized representative of the company. Such appendages shall be considered part of the Bidders formal Bid.

SPECIAL TERMS AND CONDITIONS

1. Purpose

Pursuant to provisions of the Arizona School District Procurement Rules, the district intends to establish a contract(s) for Commercial Welding Equipment and Supplies.

2. Sufficient Funds

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

3. Insurance

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

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

4. Affordable Care Act

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

5. Licenses

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

6. Safety

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

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

7. Fingerprint Requirements

Fingerprint clearance cards will not be required for this contract.

8. Registered Sex Offender Restrictions

Pursuant to award, Bidder agrees that no employee of the Firm or subcontractor of the Firm, who is required to register as a sex offender, pursuant to A.R.S. § 13-3821, will perform work on the district premises or equipment at any time when District students are, or are reasonably expected to be, present. Bidder further agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the award at the district’s discretion.

9. Terms of Award

It is the intent of the district to award a contract beginning upon award and continuing for one year. However, no contract exists unless and until a purchase order is issued.

10. Product Delivery

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

11. Guarantees by the Successful Bidder(s)

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

12. Minimum

The volume of value of purchase under the resultant contract(s) is unknown. The district shall not be bound to purchase a minimum quantity during the contract period. The district reserves the right to increase or decrease any estimated quantities.

13. Non-Exclusive Contract

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

14. Inspection

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

15. Delivery of Services

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

16. Required Delivery Date

All items specified in this Invitation for Bid **SHALL** be received by **June 30th, 2025**. No Exceptions! Incomplete orders will be cancelled after this date and any shipments received will be returned to the bidder.

17. Local Representative

Bidder may have a LOCAL field representative available at all times during the contract period.

18. Billing

All billing notices must be sent to each District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by The East Valley Institute of Technology will refer to the IFB number of this Bid.

19. Price Clause

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

After initial contract term and prior to any contract renewal, the East Valley Institute of Technology will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The bidder shall likewise Bid any published price reduction, during the contract period, to the district concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the district.

20. Fuel Surcharges

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

| | | |
|---|--|------------------------------------|
|  evit <small>CAREER AND COLLEGE PREP</small> | East Valley Institute of Technology No. 401 | 1601 W. Main St. Mesa, AZ 85201 |
|---|--|------------------------------------|

21. Procurement Methods

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

BID REQUIREMENTS

Three (3) copies of your Bid must be submitted. The East Valley Institute of Technology will not assume responsibility for any costs related to the preparation or submission of the Bid. In order for your Bid to be considered, the following should be included and should be referenced with *index tabs*:

- Tab 1. A listing of any items such as letters, phone calls or other types of services generating a cost to the district and not included in the fees shown on the Bid are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the district.

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

- Tab 3. Bid Cost Form

- Tab 4. All Applicable Forms:
 Offer and Acceptance Form
 Non-collusion Affidavit Form
 Acknowledgment of Amendment Form
 Confidential/Proprietary Submittals Form
 Deviations and Exceptions Form
 W-9 Form
 Certificates of Insurance

- Tab 5. Additional Materials

SCOPE OF WORK/SPECIFICATIONS

- Purpose: to provide the Welding Technologies program with industrial welding equipment and supplies to serve the current and future needs of our students.
- The East Valley Institute of Technology is a public school district serving the eastern portion of the Phoenix, Arizona metro area. It is a joint technological education district with programs are available to students at the member high schools.

Specifications

| Item | Qty | Unit | Description | SPECIFIED MAKE OR MODEL |
|------|-------|------|--|-------------------------------------|
| 1 | 1 | ea. | Torchmate 4400 (4'X4') CNC Plasma Cutting Machine | Torchmate LECS-080-4400-01 |
| 2 | 1 | ea. | Torchmate CAD CAM Educational Package | Torchmate TMS-106-0010-03 |
| 3 | 1 | ea. | Torchmate Academy 4000 Series Online Learning Portal | Torchmate TMS-010-0001-06 |
| 4 | 1 | ea. | PlateGuard Water Table Additive (5 Gallons) | Lincoln Electric TMS-310-0001-00 |
| 5 | 1 | ea. | Cross Country 300 Engine Drive w/ Wi | Kubota K4166-7 |
| 6 | 3000 | lbs. | 5/32 X 14 7018 50# CANS | Lincoln Electric ED028282 |
| 7 | 495 | lbs. | L56 .035 X 33# Spools | Lincoln Electric ED032927 |
| 8 | 16500 | lbs. | 1/8 X 14 7018 50# CANS | Lincoln Electric ED028281 |
| 9 | 3000 | lbs. | 5/32 x 14 6010 0# CANS | Lincoln Electric ED010285 |
| 10 | 6000 | lbs. | 1/8 X 14 6010 50# CANS | Lincoln Electric ED010278 |
| 11 | 1089 | lbs. | .045 X 33# ULTRACORE 71A75 DUAL | Lincoln Electric ED031669 |
| 12 | 540 | lbs. | 1/8" ER70S-2 1/8" TIG ROD | Lincoln Electric ED034330 |
| 13 | 540 | lbs. | 3/32" ER70S-2 TIG ROD | Lincoln Electric ED034329 |
| 14 | 540 | lbs. | 1/16" ER70S-2 TIG ROD | Lincoln Electric ED034331 |
| 15 | 5 | ea. | Flextec 350XP Welder | Lincoln Electric K4272-2 |

The district reserves the right to decide if alternates are equal and satisfy the district's needs. Alternate Bid must include a listing of all areas where the item bid varies from the item specified; the manufacturer's name, catalog literature, and detailed specifications on the item Bid. Failure to include the required information on an alternate Bid may result in the Bid being rejected as non-responsive. The decision of the district as to whether an alternate or substitution is in fact "equal" shall be final.

BID COST FORM

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

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

The district utilizes a Procurement Card program to both improve and expedite the purchasing and payment process.

Will you allow payment using the Procurement Card? Yes No

Will you provide a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing? Yes No

If yes, please indicate the prompt payment discount that will be provided: _____



 Name of Company Proposing

 Date Signed

 Authorized Signature/Local Representative

 Telephone/Fax Number

 Type Name and Position Held with Firm

 Mailing Address


 City

 State

 Zip

OFFER AND ACCEPTANCE FORM

The Undersigned hereby submits an Offer 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.: _____ Federal Employer Identification No. _____ Tax Rate: _____ % _____ <div style="display: flex; justify-content: space-between;"> Company Name  </div> _____ <div style="display: flex; justify-content: space-between;"> Address </div> _____ <div style="display: flex; justify-content: space-between;"> City State Zip </div> | For clarification of this Offer, contact Name: _____ Phone: _____ Fax: _____ E-Mail: _____ _____ Signature of Person Authorized to Sign Offer _____ Printed Name _____ Title |
|---|--|

CERTIFICATION

- By signature in the Offer section above, the bidder certifies:
- The submission of the Bid did not involve collusion or other anti-competitive practices and bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003(J) and A.A.C. R7-2-1024(B.1.q) have occurred.
 - The Bidder 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.
 - The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the 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.
 - The Bidder 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.
 - In accordance with A.R.S. § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.
 - In accordance with A.R.S. § 35-393, the bidder is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
 - In accordance with A.R.S. § 35-394, the bidder is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors, or suppliers thereof.
 - In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted.
 - By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
0. 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.

ACCEPTANCE

The Offer is hereby accepted.

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

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

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

Awarded this _____ day of _____ 20 _____

Authorized Signature of School District Official

| | | |
|---|--|------------------------------------|
|  | East Valley Institute of Technology No. 401 | 1601 W. Main St. Mesa, AZ 85201 |
|---|--|------------------------------------|

STATEMENT OF NO BID

If you are not responding to this service/commodity, please complete and return *only* this form to: East Valley Institute of Technology, 1601 W Main St, Mesa AZ, 85201 or fax it to the attention of the Purchasing Department 480-461-4089. (Please print or type, except signature)

Failure to respond may result in deletion of Bidder's name from the qualified Bidder's list for the East Valley Institute of Technology.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to respond to your IFB 25-001 for Commercial Welding Equipment and Supplies because of 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:



SIGNATURE: _____ DATE: _____

DEVIATIONS AND EXCEPTIONS

Bidders 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 all *deviations/exceptions* to this solicitation are clearly listed on this form:

Company Name: _____ Printed Name & Title: _____

Date: _____  Authorized Signature: _____

| | | |
|---|--|------------------------------------|
|  | East Valley Institute of Technology No. 401 | 1601 W. Main St. Mesa, AZ 85201 |
|---|--|------------------------------------|

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this bid.

_____ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid 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 Bidder and the district prior to any public disclosure. Requests to deem the entire bid or price as confidential will not be considered. **A complete copy of the Bid response with the Confidential/Proprietary material redacted must be submitted with your Offer and so identified. Failure to submit a redacted copy may result in denial of request.**

Company Name: _____ Printed Name & Title: _____

Date: _____  Authorized Signature: _____



ADDITIONAL MATERIALS SUBMITTED

(Mark One):

_____ No additional materials have been included with this bid.

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

Company Name: _____ Printed Name & Title: _____



Date: _____ Authorized Signature: _____



AMENDMENT ACKNOWLEDGMENT

This page is used to acknowledge any and all amendments that might be issued. Any amendments issued within three (3) 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 bid 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.

Company Name: _____ Printed Name & Title: _____

Date: _____  Authorized Signature: _____



NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

Before me, the undersigned, personally appeared

_____, affiant,
(Name)

the _____
(Title)

_____,
(Contractor/Bidder)

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

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

That Bidder has taken steps and exercised due diligence to ensure that Bidder has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the district, in accordance with A.R.S. § 15-213(O), A.A.C. R7-2-1024 (B.1.q), and A.A.C. R7-2-1003(J).



_____,
(Signature of Affiant)

_____,
(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

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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):

Exempt payee code (if any) _____

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.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (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

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person Date

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-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), 1098-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.





Vendor Registration Application
EAST VALLEY INSTITUTE OF TECHNOLOGY DISTRICT #401
Purchasing Department
1601 West Main Street
Mesa, AZ 85201
Fax 480.461.4089

Company Name: _____

Mailing Address: _____
Street or P.O. Box City State Zip Code

Remittance Address: _____
Street or P.O. Box City State Zip Code

Business Phone: _____ / _____ Fax: _____ / _____

Contact Person(s): _____

Email: _____

Dun & Bradstreet Number: _____

Company Website: _____

We would like to be able to email the vendor copy of purchase orders to you.
What email address should we use to plan an order?

Does your company accept purchase orders? YES | NO

Are you an EVIT employee? YES | NO If yes, explain:

Relative of EVIT employee? YES | NO If yes, explain:

Member or relative of EVIT Governing Board? YES | NO If yes, explain:

Do you remit Arizona Sales Tax? YES | NO

I certify that:

1. I am duly authorized to certify the information requested herein;
2. To the best of my knowledge, the elements of information provided herein are accurate and true as of this date;
3. My organization shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment in accordance with Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. 41-1461 through 1465;
4. I understand that it's our responsibility to advise the Purchasing Department in writing of any changes of information (i.e. Addresses, contacts, phone/FAX numbers, classification codes, etc.) On this form;
5. My organization shall not provide any product or service without first having in our possession an authorized purchase order from the district. I understand that payment for any product or service provided without an authorized purchase order is NOT the responsibility of the district and that I will be required to obtain payment from the individual requestor;
6. My organization shall provide the purchase order number on all invoices submitted to the district. I understand that invoices received without this information will not be paid;
7. All District invoices shall be submitted directly to the District Accounts Payable Department and not to the requesting school, department or individual;
8. Filing of Vendor Registration Application supplies information only and does not constitute an assumed obligation by East Valley Institute of Technology District No. 401 to guarantee contractual awards or agreements to my organization.

Individual's Signature Date

Individual's Typed or Printed Name Title/Position

Regulations require that we have a copy of your W9 on file. Please attach a copy of your W9 form.



EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when the East Valley Institute of Technology School District (EVIT) 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 the EVIT 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 EVIT expends federal funds, EVIT reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or sub grantee 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 EVIT expends federal funds, EVIT 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 EVIT also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if EVIT believes, in its sole discretion that it is in the best interest of EVIT to do so. Vendor will be compensated for work performed and accepted and goods accepted by EVIT as of the termination date if the contract is terminated for convenience of EVIT. Any award under this procurement process is not exclusive and EVIT reserves the right to purchase goods and services from other vendors when it is in EVIT’s best interest.

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

(C). Equal Employment Opportunity

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

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

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

(D). Davis-Bacon Act

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of \$2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted



Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or 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. EVIT must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

Pursuant to Federal Rule (E) above, when EVIT 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 EVIT resulting from this procurement process.

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

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

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient 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 sub recipient 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 EVIT, Vendor certifies that during the term of an award for all contracts by EVIT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

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

(G) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants 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 EVIT, Vendor certifies that during the term of an award for all contracts by EVIT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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

(H) Debarment and Suspension

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

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

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

(I) Byrd Anti-Lobbying Amendment

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

Pursuant to Federal Rule (I) above, when federal funds are expended by EVIT, Vendor certifies that during the term and after the awarded term of an award for all contracts by EVIT 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 sub recipients shall certify and disclose accordingly.

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



(J) Procurement of Recovered Materials

When federal funds are expended, the district and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the district, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by EVIT 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 sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

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

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



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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

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

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.

Vendor’s Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Email Address: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____