



**WASHINGTON ELEMENTARY SCHOOL DISTRICT #6
NOTICE OF INVITATION FOR BID**

Material and/or Service: **IFB # 24.016
Learning and Classroom Kits with Support Materials**

BID DUE DATE: Tuesday, July 9, 2024 Time: 2:00 P.M. Local Time

Opening Location: Washington Elementary School District
Business Services\Purchasing Department
4650 W. Sweetwater Avenue
Glendale, AZ 85304-1505

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 Washington Elementary School District, 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.

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. **If you need directions to our office**, please call 602-347-2864.

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

The District reserves the right to make a multiple award under this solicitation.

Questions are due July 2, 2024 by 12:00 P.M. An Amendment will be issued addressing questions.

This bid will go into effect upon award.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID

Authorized By: Tracy Pruitt, Director of Purchasing	Date Authorized: 6-20-2024
Solicitation Contact: Cheryl James, Senior Buyer	Phone: 602-347-2674
Email: Cheryl.james@wesdschools.org	Fax: 602-347-3521

This request for bid/proposal document originated on the www.AZPurchasing.org website. If you obtained this document from any other source, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from the www.AZPurchasing.org website, you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at www.AZPurchasing.org. Failure to adhere to this recommendation could put your firm at risk of bid rejection as not all necessary amendments and attachments may be passed along for your completion.



**“NO BID” RESPONSE FORM
IFB #24.016
LEARNING AND CLASSROOM KITS
WITH SUPPORT MATERIALS**

If you do not wish to respond to this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason for your decision and return this page. This form may be returned to the address listed below, or faxed to 602-347-3521. A “No Bid” will be considered a response.

I am submitting a “NO BID” at this time.

I cannot meet the product/service specifications as described in the solicitation due to:

I cannot meet the Terms and Conditions of the solicitation because:

I do not provide products/services of this nature.

I no longer wish to do business with Washington Elementary School District.

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

**Please return this completed form to:
Washington School District No. 6
Purchasing
4650 W. Sweetwater
Glendale, AZ 85304-1505
FAX: 602-347-3521**

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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: 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>

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. **“Award”** means a determination by District that it is entering into a contract with one or more Bidders.
- C. **“Bid”** means a response to an invitation for bids and includes an offer to contract with District.
- D. **“Bidder”** means a person submitting a Bid in response to an invitation for bids.
- E. **“Contract”** means a legally binding contractual agreement, regardless of what it may be called, for the purchase of materials, services, construction or construction services, or the disposal of materials by District. **“Contract”** includes the combination of the Solicitation, including the Uniform and Special Instructions, the General and Special Terms and Conditions, Special Instructions for Bidders, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the Contract or agreement, and is signed by the District Representative.
- F. **“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.
- G. **“Contractor”** means any person who has a contract with District. A Bidder who has been awarded a Contract by District is a Contractor of District.
- H. **“Days”** means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
- I. **“District”** means Washington Elementary School District No. 6.
- J. **“District Representative”** means Assistant Superintendent of Business Services, or his/her designee.
- K. **“Effective Date”** means 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.
- L. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- M. **“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.
- N. **“Offer”** means Bid, Proposal, or quotation.
- O. **“Offer Deadline”** means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.
- P. **“Offeror”** means a person submitting a Bid in response to a Invitation for Bid.
- Q. **“Proposal”** means a response to a Request for Proposals and includes an Offer to contract with District.
- R. **“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.
- S. **“Purchase Order”** means a document issued by District, in writing or electronically, and identified as a Purchase Order that authorizes Contractor to proceed with fulfillment of all or part of an awarded Contract by delivery of materials or services in quantities and at times and locations specified in the Purchase Order.
- T. **“Responsible Bidder”** means a person who at the time of Contract Award has the capability to perform the Contract requirements and the integrity and reliability which will assure good faith performance.

- U. **“Responsive Bidder”** means a person who submits an Offer that reasonably and substantially conforms to all material requirements of the Solicitation.
- V. **“Solicitation”** means an invitation for bids, an invitation to submit technical offers, a Request for Proposals, a request for qualification, or any other invitation or request by which District invites a person to participate in a procurement. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the Uniform Instructions for Offers, Uniform General Terms and Conditions, Special Terms and Conditions, Statement of Scope of Work/Specifications, Solicitation Amendments, and Solicitation Exhibits and Attachments.
- W. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued by District for the purpose of making changes, clarifications, or additions to the Solicitation.
- X. **“The Solicitation Contact Person”** for the Solicitation is the Procurement Officer designated on the first page of the Solicitation.
- Y. **“Subcontract”** means any Contract, express or implied, between 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 an Offer shall not be grounds for withdrawing the Bid after the bid due date 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 the 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 Offer Deadline. Failure to do so may result in the inquiry not being answered.
- E. **No Reliance 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 shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation at the conference. 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 Offer must be typed or in ink. Erasures, interlineations, or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound.** Failure to submit verifiable evidence of intent to be bound, such as a signature (original or electronic), shall result in rejection of the Bid. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and signature by authorized representative of the Bidder. The signature shall signify the Bidder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete.
- 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 Procurement Officer shall determine, in his or her sole discretion, whether an exception is substantial or material and advise the Bidder of the decision. If the request for exceptions is not acceptable, District will reject the Offer. 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.** A Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Bid Preparation.** District will not reimburse a Bidder for the cost of responding to a Solicitation.
- G. Solicitation Amendment.** Unless otherwise stated in the Solicitation, each Solicitation Amendment should be signed with a signature (original or electronic), by the person signing the Offer, and should be submitted no later than the Offer Deadline. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax.** School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

Taxes. Prices stated in a Solicitation shall not include applicable state and local taxes.

- I. Provisions 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 Cost Sheet and/or vendor registration form.
- 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. Solicitation Amendments
 2. Special Terms and Conditions
 3. Uniform General Terms and Conditions
 4. Scope of Work/Specifications
 5. Solicitation Attachments
 6. Exhibits
 7. Special Instructions to Bidders

8. Uniform Instructions for Bidders

- M. Delivery.** Unless state otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination (freight prepaid and allowed). Title and risk of loss shall not pass to District until District receives the products or materials at delivery point, unless otherwise provided in the Special Terms and Conditions, if any. Software: Title and Risk of loss shall not pass to the District until the District has verified access to the digital media content. In the event access cannot be obtained, the District will make every reasonable attempt to work with the vendor to resolve the issue prior to cancelling a purchase order.

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 an 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 is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
 4. By submission of this 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.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

- B. Taxes.** The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- C. Late Bids, Modifications or Withdrawals.** A Bid Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).
- D. Disqualification.** A Bid from a Bidder who is currently debarred, suspend or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Bid Acceptance Period.** An Offeror 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.
- H. Confirmation.** District may contact the Bidder to confirm its understanding of the Offer. Such contact shall occur after the Offer Deadline and prior to award. District shall seek written confirmation from the Bidder and shall retain the request and confirmation, if obtained, in the procurement file.

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.
- 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.

UNIFORM GENERAL TERMS AND CONDITIONS

1. CONTRACT INTERPRETATION

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

2. CONTRACT ADMINISTRATION AND OPERATION

- A. **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. **Inspection and Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.
- E. **Notices.** Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. **Advertising and Promotion of Contract.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 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. COST 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. Taxes shall be listed separately from the item cost. Contractor shall send invoices to District's Accounts Payable Department, 4650 W Sweetwater Ave., Glendale, AZ 85304. All transactions are payable in U.S. currency only.

Correct Billing. Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to District within the time allowed by law, in the form of a check or credit memo, as determined by District.

Progress Payments. District may make progress payments under the following conditions: 1) District and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) District accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with District's local governing entity rules and any and all other applicable state rules and regulations.

Software: Progress payments are only applicable to software programs being developed on behalf of the District. Any existing programs are not subject to progress payments.

B. Applicable Taxes.

1. **Payment of Taxes by the School District/Public Entity.** The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Bid and in any resulting Contract.
2. **State and Local Transaction Privilege Taxes.** The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
3. **Tax Indemnification.** Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
4. **IRS W-9.** In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.

- C. Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

4. CONTRACT CHANGES

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

5. RISK AND LIABILITY

- A. Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

- B. General Indemnification.** To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright.** To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School 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.

Software: Intellectual Property. As between the parties, Vendor will and does retain all proprietary and intellectual property rights, title and interest (Including, without limitation, all Intellectual Property Rights) in and to the Product. Client retains all ownership rights to Client Data and Client Content.

D. Force Majeure.

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

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

6. WARRANTIES

- A. Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness.** The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

- D. **Inspection/Testing.** The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/testing of or payment for the materials or services by the School District/Public Entity.
- 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.

Online and digital programs must comply with COPA, FERPA, HIPPA, and Web Accessibility, as applicable.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

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

7. SCHOOL DISTRICT/PUBLIC ENTITY'S CONTRACTUAL REMEDIES

- A. **Right to Assurance.** If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

- 1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- C. **Non-exclusive Remedies.** The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.

- D. **Nonconforming Tender.** Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

Right to Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. CONTRACT TERMINATION

- A. **Cancellation for Conflict of Interest.** Per A.R.S. § 38-511 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. Cancellation for Bankruptcy or Acquisition.** District reserves the right to cancel, or suspend the use of, any Contract if Contractor files for bankruptcy protection, or is acquired by an independent third party.
- G. Termination for Default.**
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.
 3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.
- H. 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.

18. ACCEPTABLE USE: SOFTWARE (When applicable)

- A. Client Restrictions.** Client may only use the Products for its own lawful, internal business purposes. Client shall not (i) use or deploy the Software in violation of applicable laws or this Agreement; (ii) resell the Products except through Transactions; (iii) create any derivative works based upon the Products; (iv) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (v) make the Products available to any unauthorized parties, or (vi) perform, or release the results of, benchmark tests or other comparisons of the Products with other software, services, or materials. Should unexpected or inappropriate use of the Software (e.g., improperly formatted or constructed Client Content extraordinary bandwidth usage; uploaded files that contain viruses, worms, spyware, or other malicious content; load tests, security scans, or penetration tests conducted without notice, etc.) result in denial of service with respect to the Software, Vendor may disable the implicated Client Content and/or deny access to Client's portal as necessary to remedy the issue. Client will be responsible for Active Users' compliance with the Agreement and liable for Active Users' breach thereof. Client will ensure that it has obtained all necessary consents and approvals for Vendor to access Client Data for the purposes permitted under this Agreement. If Client is in breach of this section, Vendor may suspend Services, in addition to any other rights and remedies Vendor may have at law or in equity.
- B. Client Responsibility.** Client is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Client or by any person or entity Client permits to access the Services. Client represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use; (b) not violate or tamper with the security of any Vendor computer equipment or program. Vendor may terminate the Agreement immediately if Client fails to adhere to the foregoing acceptable use standards.
- C. Support.** After Implementation of a new program is completed, Vendor shall provide the level of technical support stated in the applicable Purchase Order. Only the number of administrators set forth in the applicable support package (i.e., not all subscribers) may contact Vendor for support. Client agrees to promptly provide Vendor with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Vendor order for Vendor to comply with its support obligations hereunder. In no event shall Vendor be responsible or liable for any errors, bugs or other problems contained in or originating from hardware or software not provided by Vendor.
- D. Services.** When software is being developed for the Client: Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service. If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order. When Vendor notifies Client that a given project has been completed, Client shall either accept or reject the project based on whether the deliverables for that project have been performed in substantial and material accordance with the applicable Purchase Order. If Client: (1) fails to provide written notice of acceptance or rejection of the Service Vendor within twenty (20) days of Vendor's notification that the project is complete; or (ii) with respect to an Implementation, uses the implemented Product in a live environment for a total of twenty (20) days, then the project will be deemed accepted.

19. COVID-19 PROVISIONS

- A. Compliance with COVID -19 Requirements and Laws.**
1. The Consultant/vendor/proponent shall comply with all applicable guidelines, requirements, and instructions issued by ENTITY, in addition to those issued by the GOVERNMENT BODY or other government authorities related to COVID -19 in the performance of the Work ("COVID Requirements").
 2. The Consultant/vendor/proponent shall ensure that all Consultant/vendor/proponent Personnel and sub Consultant/vendor/proponents engaged in the performance of the Work comply with all COVID Requirements.
 - a. Upon request by ENTITY, the Consultant/vendor/proponent shall provide to ENTITY, sufficient proof of compliance with any COVID Requirements to the reasonable satisfaction of ENTITY.

3. The Parties must ensure that COVID Requirements are fully incorporated into any applicable health and safety plan for the performance of the Work.

B. Changes to COVID Requirements.

The parties acknowledge that a Force Majeure related to COVID -19 may occur and agree that the following provisions shall apply in addition to section 5 D of the Agreement:

1. ENTITY recognizes that further changes to COVID Requirements may occur due to the COVID -19 pandemic, and such changes may affect performance. Any unexpected performance issues and/or unexpected delays or changes related to COVID-19 will be handled on a case-by-case basis and in accordance with the terms of the Agreement, which may include an extension of time to perform its obligations.
 2. If performance of the Work or the operations of either Party will be hindered or delayed by the COVID-19 pandemic emergency, the affected Party shall give notice to the other Party as soon as practicable after becoming aware of the circumstances.
- C. The Parties shall use reasonable efforts and diligence to mitigate and reduce the effect of the circumstances and to minimize delay. Where delay is unavoidable, the Parties shall use their best efforts to adjust Contract Date(s), having due regard to all relevant circumstances. There shall be no adjustment of the Contract Price on account of such delay.
- D. The Consultant/vendor/proponent shall use all reasonable efforts to mitigate any additional costs or delays related to or arising from COVID Requirements. Upon request from ENTITY, the Consultant/vendor/proponent will promptly submit a sufficient and detailed description, supported by any documentation as ENTITY may reasonably require, of the measures and steps taken by the Consultant/vendor/proponent to mitigate any additional costs or delays.
- E. If there is a valid and sufficiently proven increase or decrease in the cost and/or time to perform Work or the Consultant/vendor/proponent due to changes in COVID Requirements that came into effect after the date a Contract was executed, then such costs and/or time, if reasonable and proper, may be increased or decreased through a Change Order in accordance with the terms of this Agreement.
- F. Despite any other term in this Agreement or a Contract, if the Consultant/vendor/proponent fails to provide sufficient notice or description of additional costs or delays in accordance with the terms of this Agreement, then no extension of time shall be provided to the Consultant/vendor/proponent and no payment shall be made to the Consultant/vendor/proponent for any additional expense, cost, or any loss, damages, or compensation incurred or sustained by the Consultant/vendor/proponent for any reason related to or arising from any changes in COVID Requirements.

20. FEDERAL FUNDING REQUIREMENTS (when applicable)

- A. **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.
- B. **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.
- C. **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)
- D. **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.

- E. 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.
- F. 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.
1. 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.
 2. 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.
- G. 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.
- H. 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)
- I. 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)
- J. 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.)
- K. 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).
- L. 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).
- M. 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.

- N. **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)
- O. **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.)
- P. **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.
- Q. **Solid Waste Disposal Act.** The bidder shall comply with Section 6002 of the Solid Waste Act and its implementing regulations.
- R. **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
- S. **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.
- T. **Copeland Anti-Kickback Act and Davis-Bacon Act (for building projects in excess of \$2000).**
1. **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.
 2. **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).
- U. **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.
- V. **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.
- W. **Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment.** Offer agrees that it will not provide equipment, services or systems that do not comply with 2 CFR §200.216 and/or 2 CFR §200.471.
- X. **Subcontractors.** Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.
- Y. **Domestic Preferences for Procurements.**
1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 CFR §200.322.
 2. For purposes of this section:
 - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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 for Washington Elementary School District is Daniel O’Brien, Assistant Superintendent of Business Services.

2. 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.

3. ACKNOWLEDGEMENT OF AMENDMENTS

In accordance with A.A.C. R7-2-1024(B.1.k), Offeror should acknowledge receipt of all amendments by submitting a copy of the amendment with their bid/proposal response and/or by signing the amendment acknowledgement form.

4. 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.

5. AUTHORITY

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration and/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.

6. QUESTIONS

All questions related to this Solicitation shall be in writing and directed to the contact person listed on page one (1) by email or by fax at 602-347-3521. 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.

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 Learning and Classroom Kits with Support Materials.

2. INSURANCE REQUIREMENTS

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

Successful Offeror **may** be required to submit proof of and maintain Worker’s Compensation and Employer’s Liability Insurance as required by law. Offeror shall procure and maintain until all of its obligations under the Contract have been fully discharged.

The insurance requirements below are consistent from one solicitation to the next, and may or may not apply in all cases. WESD recommends that you confer with your insurance agent to determine applicability as it pertains to the goods or services your firm offers. The following only apply if pertaining to performance of this contract.

A. Commercial General Liability – Liability arising out of activities performed by or on behalf of Contractor

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following specific language: "Washington Elementary School District #6" is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."

B. Automobile Liability – Bodily injury and property damage for any owned, hired, and non-owned vehicles if used in the performance of the Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following language: "Washington Elementary School District #6 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including automobiles owned, leased, hired or borrowed by Contractor".

C. Workers’ Compensation and Employers’ Liability

Workers’ Compensation	Statutory
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Employers’ Liability:

Each Accident	\$1,000,000
Disease -Each Employee	\$1,000,000
Disease -Policy Limit	\$1,000,000

D. Property Insurance

Contractors awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

E. Technology/Network Errors and Omissions Insurance- if applicable in the performance of the Contract.

Each Claim for	\$1,000,000
Annual Aggregate	\$1,000,000

Coverage for Professional Services being performed including:

Network/Computer Systems analysis;

- Network/Computer Software Design;
- Network/Computer Systems programming;
- Network/Computer Data processing;
- Network/Computer Systems integration;
- Network/Computer Outsourcing including outsourcing development and design;
- Network/Computer Systems design, consulting, development and modification;
- Training services relating to computer software or hardware;
- Management, repair and maintenance of computer products, networks and systems;
- Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and data entry, modification, verification, maintenance, storage, retrieval or preparation of data output

1. In the event that the Technology/Network Errors and Omissions insurance required by this contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
3. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

F. Cyber Liability- if applicable in the performance of the Contract.

Insurance shall include coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized access and use, as well as introduction, implantation or spread of malicious software code.

Each Claim for	\$1,000,000
Annual Aggregate	\$2,000,000

Coverage to include:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms and any other type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
- Loss or disclosure of confidential information no matter how it occurs.

G. Fidelity Bond or Crime Policy

The policy shall be issued with minimum limits of \$1,000,000

Coverage to include:

- The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- The policy shall **include coverage for third party employee dishonesty.**
- The policy shall **include coverage for theft.**
- The policy shall cover loss outside the premises of the **Named Insured.**

H. Pollution Liability Insurance (CPL)

The policy should include coverage for pollution arising from products liability for environmental control equipment manufacturers and distributors. For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Work section of this Contract.

General Aggregate	\$3,000,000
Each Occurrence	\$1,000,000

The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.

The policy shall provide for protection against claims for third-party bodily injury, property damage, environmental damage caused by pollution conditions resulting from general contracting activities for which the Contractor is legally liable.

The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

The policy shall be endorsed to include the following additional insured language: “WESD shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

Pollution Legal Liability (Only if work involves the transportation of hazardous materials or regulated substances.)

If the Scope of Work in this Contract requires the transportation of any hazardous materials or regulated substances, the Contractor shall provide coverage with limits of at least:

General Aggregate	\$3,000,000
Per Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: “WESD shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

If the Scope of Work in the Contract requires the transportation of hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.

Pollution Legal Liability for Disposal Site Operator

If the Scope of Work in this Contract requires the disposal of any hazardous materials from the job site, Contractor shall obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator.

General Aggregate	\$3,000,000
Per Occurrence	\$1,000,000

I. Additional Insurance Requirements.

The policies are to contain, or be endorsed to contain, the following provisions:

1. Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
2. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

3. 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.

4. 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. The successful Bidder shall provide documentation of professional memberships, certifications, and licenses when applicable to the contract.

5. FINGERPRINT REQUIREMENTS

If the District anticipates that services under this contract will cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils, the fingerprint clearance cards will be required. 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 shall be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations

related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have seven (7) working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the District suspects or finds 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: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

Fingerprint clearance cards will not be required for this contract.

6. 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.

7. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the convenience of the Washington Elementary School District. The District reserves the right to obtain like goods or services from another source when necessary.

8. GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County.

9. ESTIMATED USAGE

The contract shall be on an as needed, if needed basis.

10. VOLUME

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. Any quantities listed are an estimated amount based upon documented usage. The District reserves the right to increase or decrease any estimated quantities.

11. UNIT OF ISSUE

The following abbreviations of UNIT OF ISSUE may be used in this Bid.

Bag – BG	Each – EA	Quart – QT
Ball – BL	Fold – FLD	Ream – RM
Bottle – BTL	Foot - FT	Roll – RL
Box – BX	Gallon – GAL	Set – ST
Bundle – BNDL	Gross – GR	Sheet – SHT
Can – CN	Package – PKG	Skein – SKN
Case – CS	Pair – PR	Yard – YD
Dozen – DZ	Pint - PT	

12. 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.

13. BRAND NAME OR EQUAL SPECIFICATIONS

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. The District will be the sole judge of whether or not items submitted for equal consideration are acceptable.

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. CURRENT MODELS/PRODUCTS

Any and all products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

16. PRODUCT DISCONTINUANCE

The District may award a contract for a particular manufacturer and /or models of equipment as a result of this solicitation. In the event the manufacturer discontinues the product or model, the District at its sole discretion allow the Bidder to provide a substitute for the discontinued item. The Bidder shall request permission to substitute a new product or model and provide the following:

- A. A formal announcement from the manufacturer that the product or model has been discontinued.
- B. Documentation from the manufacturer that names the replacement product or model.
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
- F. As applicable if a sample is requested, notification will be given whether the same is acceptable, or is rejected, a reason shall be given.

17. DEFECTIVE PRODUCTS

All defective products shall be replaced and exchanged by the Vendor. The cost of transportation, unpacking, inspection, repackaging, shipping or other like expenses shall be paid by the vendor. All replacement products must be received by the District within seven (7) days of official notification.

18. GUARANTEES BY THE SUCCESSFUL BIDDER(S)

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

19. PRICING

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

After initial contract term and at least sixty (60) days but no more than ninety (90) days prior to any contract renewal, the Washington Elementary School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer 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 WESD Purchasing Department.

20. PRICE INCREASE (UNFORESEEN)

Vendor may submit to the Procurement Officer a fully documented request for an emergency price increase only after the Contract has been in effect for 90 days. District, in its sole discretion, shall determine whether it is in District's best interest to grant the request, or continue the Contract to the end of its current term. If the request is granted, the price increase shall take effect thirty (30) days after the Procurement Officer delivers notice to Vendor.

The requested increase shall be limited to a documented cost increase to Vendor that was clearly unpredictable at the time of the Contract award and would impose substantial economic hardship on the Vendor. The Procurement Officer may require satisfactory evidence, including a formal announcement and/or published price lists, that a manufacturer or supplier to Vendor has announced a cost increase that contributes directly to Vendor's request for a price increase and would cause substantial economic hardship for the Vendor.

21. PRICE DECREASE

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

22. DISCOUNT OFF

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.

District encourages the Bidder to consider and, in its discretion, include in its Offer discounts based on the volume of purchases by the District (and members of a purchasing cooperative if applicable) from the Contract awarded by District. If a volume discount is offered, the discount shall be defined and applied as an additional discount to any other discount price specified in the Offer. Such discounts include:

- A single purchase order of District from the Contract in excess of a dollar amount.
- Subsequent purchase orders of District from the Contract after a cumulative dollar amount has been met by previous purchase orders of District.

23. OTHER DISCOUNTS

Bidders may offer any other type of discount, rebate, or special pricing that will result in reduced pricing. Such discounts include electronic access ordering, prepayment plans, deposit accounts, and approval plans for agencies legally authorized to use them.

24. FUEL SURCHARGE, IF APPLICABLE TO CONTRACT

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.

25. SHIPPING/FREIGHT

Freight charges should be indicated for each category.

Examples:

- A. Freight charges apply OR
- B. No freight with orders over a certain amount

26. FOB DESTINATION

Shipments should be F.O.B. destination. Title and risk of loss of product shall not transfer to District until District receives the product at the delivery point.

27. AWARD

It is expected that the award for this contract will be made in July, 2024.

28. TERMS OF AWARD

It is the intent of the District to award a multi-term contract, beginning upon award and continuing until June 30, 2025. If all conditions are met during this period, this contract can be extended, if funding is available, for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. District will determine whether it is in District's best interests to agree to a Contract extension. The factors used to make this determination may include, without limitation, Contractor's satisfactory performance of the Contract, the likelihood of continued satisfactory performance, including competitive prices for Contract products, materials and services, and the likelihood that District will need to purchase from the Contract. The Contract will expire unless renewed by issuance of written notice by District or a purchase order for the term of the extension. However, no contract exists unless and until a purchase, order is issued each fiscal year. All services are on an "as-needed, if-needed" basis, no minimum guarantee is implied.

Bidder shall be notified in writing by the Purchasing Department of the District's intention to cancel the contract period at least thirty (30) calendar days prior to the expiration of the renewal contract period. Cancellation may be based upon lack of funds or bidder performance deficiencies.

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

29. RENEWALS

After initial contract term and prior to any contract renewal, Washington Elementary School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. 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 by the Washington Elementary School District.

30. AWARD BASIS

The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements set forth in the Solicitation.

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

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

31. EVALUATION

Representatives of the District will evaluate the Bid.

Per A.A.C. R7-2-1031, the bids will be initially evaluated for conforming to the requirements of the bid. All those responsible and responsive vendors who met the technical requirements will then be evaluated for pricing and specification of products. Price shall not be the sole factor in making bid award, and bidders should not anticipate that the lowest priced item or service will be awarded in all instances. Responsiveness to the solicitation and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of the District and their decision shall be final.

Evaluation criteria are listed below.

- A. Cost/Discount Offered – While cost is a significant factor in considering the placement of the awards, it is not the only factor.
- B. Conformity to the exact requirements of this Bid.
- C. References of educational customers who have purchased from you in the last six months.
- D. Availability of dedicated account representative.
- E. Time frame to receive product
- F. Past service and performance.

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.

32. CONTRACT AWARD

It is anticipated that a contract under this bid will be awarded to multiple bidders.

33. MULTIPLE AWARD

The District reserves the right to make a multiple award to more than one supplier. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District. 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.

34. LOCAL REPRESENTATIVE/ KEY PERSONNEL

Bidder should have a local Field Representative available at all times during the contract period. It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of District.

If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the district and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

35. 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.

36. REQUIRED DELIVERY DATE

All items specified in this Invitation for Bid shall be received by June 30th of each year. Incomplete orders will be cancelled after this date and any shipments received will be returned to the Offeror.

37. 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

38. PACKING SLIP

Each shipment shall include a packing slip showing the contract number and the quantity shipped.

39. 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.

40. BILLING

All billing notices must be sent to the District's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Washington Elementary School District will refer to the Solicitation number of this BID.

41. 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.

42. PROCUREMENT CARDS

The District may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Any costs or charges to the Contractor will be based on the transaction dollar amount and is from the Vendor's servicing bank. The contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the Procurement Card for payment are as follows:

- A. The Bank pays the vendor in 48 to 72 hours versus 30 days.
- B. The Vendor does not have to carry that transaction in their account receivable.

44. CLARIFICATION OF SOLICITATION REQUIREMENTS

It is the responsibility of all Bidders to examine the solicitation and seek clarification of any item or requirement that may be clear or unclear to them and to check all offers for accuracy before submittal to the District. Any questions regarding this solicitation can be answered by emailing the Procurement Officer listed on the title page of this solicitation. All questions must be in writing. The Procurement Officer is not authorized to give information as to the requirements of the solicitation in addition to that contained in these written documents.

- Emailed questions should be sent no less than seven days before the Bid due date and time. Questions submitted after this time may not be addressed. All questions must reference the page and item that is to be addressed.
- All amendments should be acknowledged using the Amendment Acknowledgement Form included in this document.
- No verbal or written information, which is obtained other than by information in this document or by Amendments to this solicitation, will be binding on the District.

45. 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.

46. DATA SECURITY AND CONFIDENTIALITY AGREEMENT

If vendor(s) will have access to confidential records, data and information concerning students and employees of the District, then vendor(s) will be required to sign a Data Security and Confidentiality Agreement as a condition of award.

47. IMPORTANCE OF A RESPONSE

If you do not wish to respond to this solicitation, please provide written notification of your decision. A “No Bid” will be considered a response. (See “No Bid Response Form” included with this solicitation.)

BID REQUIREMENTS

Bids must be submitted in a **sealed envelope/parcel with the solicitation number and Offeror’s name and address clearly indicated on the envelope/parcel**. All Bids must be written legibly in ink or typewritten.

TWO (2) copies of your submittal (1 original and 1 electronic) must be submitted. The original should be clearly marked, “ORIGINAL” and should be submitted in a 3- ring binder (No spiral bound, binder clipped use of protective sleeves with your response submission).

Electronic Copy should be submitted on a thumb drive. Thumb drive must not be password protected and documents should be in PDF, word or excel format. It is the respondent’s responsibility to ensure thumb drive contain all documents.

The Washington Elementary School District will not assume responsibility for any costs related to the preparation or submission of the submittal. FAXED or emailed BIDS will not be accepted or considered. In order for your BID to be considered, the following should be included and should be referenced with ***index tabs***:

Tab 1 **Letter of Interest**

A signed letter of interest, stating the firm’s or individual’s interest and qualifications in providing these services.

Tab 2 **Cost Related Forms**

Bid Cost Forms (3)

List of additional items required to make each kit complete and operational, if needed. (See Cost Form 1 of 3 for details.

Use own format – pre-printed form not provided for this Bid requirement.)

Tab 3 **Reference List**

List of recent school district/non-school products of similar scope (3).

Tab 4 **Additional Required Forms**

Offer and Acceptance

Deviations/Exceptions

Confidential/Proprietary Submittals

Amendment Acknowledgement

Non-Collusion Affidavit (Must be notarized)

Certification-SB/MO/WBE

Debarment Certification

EDGAR Certifications

Data Security & Confidentiality Agreement

Completed Vendor Registration Form

W-9

Proof of Insurance

Tab 5 **Contract**

The form of contract for any award made as a result of this BID will be a District purchase order (issued annually), referencing this BID, 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 you will require the District to sign an additional or separate contract, a copy of the that contract must be included with the BID.

If Offeror requires an ancillary contract, the following terms will not be accepted by WESD:

- Terms beyond one year
- Auto-renew language
- Governed by laws of any state other than Arizona
- Waiver of right to a jury trial
- Payment terms less than net 30 days
- Entire agreement language

SCOPE OF WORK/SPECIFICATIONS

PURPOSE

The purpose of this Bid is to create a contract to provide Learning and Classroom Kits with Support Materials.

BACKGROUND

The Washington School District is located in the greater metropolitan Phoenix area, and consists of 32 elementary schools serving a student population of approximately 20,000 in grades K through 8. The requested product will be utilized by the District on an as needed, if needed basis, and no volume is implied or guaranteed.

SOLICITATION TIMELINE*

- Notice of Bid Issued June 20, 2024
- Questions Due Tuesday, July 2, 2024 by 12:00 PM Local Time
- Bid Due Date Tuesday, July 9, 2024 by 2:00 PM Local Time
- Bid Tabulations July 9-12, 2024
- Final Approval by Governing Board July 25, 2024

*Dates are Subject to Change by WESD

INTENT

The Academic Support Programs Department is in need of at-home learning/after school classroom kits/resources to help meet the needs of our after-school programs. The Department is seeking to purchase student learning kits, classroom supporting teacher materials and classroom STEM Kits to enhance after school learning opportunities. These learning kits/Classroom Kits will be distributed and utilized through 22 after school programs and will include the participation of over 2,200 students.

STEM Resources	Approximate Number Needed
Individual Student STEM Learning Kits (Science/Engineering)	8,000 -10,000
Classroom STEM Kits	22 -25

INDIVIDUAL STUDENT LEARNING KITS & SUPPORT MATERIALS

The individual learning kits need to contain the directions and supplies to allow each student to complete projects, experiments and activities at home or on campus. It is also helpful if demonstration videos are provided to help support students in the completion of their kit activities. We are primarily interested in consumable, learning kits with a STEM and or engineering design focus. These kits can include any building, engineering, designing or robotics projects.

In addition to the individual student learning kits, we have an interest in providing materials for parents or guardians to support at-home learning. The program is also seeking teacher resources to expand and support additional learning opportunities directly related to the learning kit activities. This can be in the form of teacher resource manuals in hard copy or electronic formats.

Science STEM Kits or District Approved Equal should meet the following:

- STEM Education with hands-on learning activities
- Can accommodate multiple grade levels (2nd through 8th grade levels)
- Convenient-contains ALL supplies needed to conduct and complete at home science projects/experiments
- Kits contain additional supporting materials and multiple activities to extend student learning
- Company makes unboxing videos available
- Kits provided at an affordable rate with discounted prices based on volume

Engineering Kits or District Approved equal should meet the following:

- Engineering design education with hands-on learning and discovery activities
- Can accommodate multiple grade levels (2nd through 8th grade levels)
- Convenient- Contains All needed supplies needed to build, explore, and learn
- Kits contain additional supporting materials and multiple activities to extend student learning
- Company makes unboxing videos available
- Kits provided at an affordable rate with discounted prices based on volume

CLASSROOM STEM KITS/BINS

- STEM Education with hands-on learning and discovery activities
- Convenient- everything needed to build, explore, and learn for 10-15 students in after school classroom
- Can accommodate multiple grade levels (2nd through 8th grade levels)
- Kits contain additional supporting materials to extend learning
- Company makes supporting videos available
- Kits provided at an affordable rate with discounted prices based on volume

COST FORM (1 of 3)

The following specifications are used to set the standard of the materials the District is seeking to purchase. The District will evaluate equals to the standards set and will be the sole judge of whether or not items submitted for equal consideration are acceptable. Provide product descriptions for each proposed equal listed with your response.

Discounts/pricing shall be firm for the term of the contract. Acceptable discounts may range from 0% - 100%.

Current retail pricing **must** be filled in on the Cost Form. The District is not restricted to purchasing only the items listed; these items are for evaluation purposes only.

Kit prices as stated must include all parts/items necessary (batteries, etc.) for each completed project to be operational. If any offered kit does not include all items needed for completed project to be operational, then include a separate list of all additional items required to make each kit complete; identify the kit by Line #, Item, and Item Model #, each additional item needed, item price, and whether or not your firm offers the additional item. DO NOT include sales tax on any item.

ITEMS									
Line	Item	Item Model #	Description	Qty	Brand or Equal Offered? (circle)	Proposed Equal Item Brand & Item #	Current Retail Price	Percent off Discount	Total Cost
1	Arcade Catapult	KIWICO	Using engineering design process, build an arcade catapult.	1	Brand Equal				
2	Drift Motorcycle	KIWICO	Experiment with friction. Build an electric-powered motorcycle; explore how friction changes when the tires change.	1	Brand Equal				
3	Race Day	KIWICO	Build two balloon cars. Experiment with the wheels and balloon to change speed.	1	Brand Equal				
4	Walking Robot	KIWICO	Explore mechanical motion. Wire the motor and connect the legs to make robot walk.	1	Brand Equal				
5	Basketball Catapult	KIWICO	Physics friendly. Engineer an adjustable catapult, explore the science of sports, experiment with different angles and arcs.	1	Brand Equal				

COST FORM (2 of 3)

ITEMS (continued)									
Line	Item	Item Model #	Description	Qty	Brand or Equal Offered? (circle)	Proposed Equal Item Brand & Item #	Current Retail Price	Percent off Discount	Total Cost
6	Roller Coaster Science	KIWICO	Build a loop-the-loop coaster. Release a metal ball on the coaster to explore the centrifugal effects.	1	Brand Equal				
7	Wind Turbine Science Kit	STIIX	Build a model wind turbine.	1	Brand Equal				
8	STEM Boat Project	STIIX	Build and launch a model boat.	1	Brand Equal				

VOLUME DISCOUNT

List any offered volume discounts on Learning and Classroom Kits with Support Materials:

QTY of 250: _____ QTY of 500: _____ QTY of _____ : _____

QTY of 1,000: _____ QTY of 5,000: _____ QTY of _____ : _____

QTY of 10,000: _____ QTY of 22,000: _____ QTY of _____ : _____

CATALOG PERCENT OFF DISCOUNT

Please do not leave discount section blank below and note that a 0% discount is considered a response. Leaving the area blank is considered a no response.

Will you allow other items from your catalog to be purchased under the terms of this contract? Yes _____ No _____

What is the percent off discount for other items from your catalog (acceptable discounts may range from 0% - 100%): _____

Exceptions: _____

Company Name: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____



Authorized Signature: _____

COST FORM (3 of 3)

- 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 RFP.
- I/We agree to comply with the District’s rules, regulations and policies.

SHIPPING

Are there Delivery or Shipping charges? Yes _____ No _____

If yes, what is the Delivery fee or shipping charge? _____

DELIVERY

What is the approximate Delivery days after receipt of order? _____

QUESTIONS

1. Length of time your company, under its current name, has been doing business in Arizona in years: _____
2. Does your company accept Purchase Orders? Yes _____ No _____
3. Will the District need a business account in order to use a Purchase Order? Yes _____ No _____
4. Are there any PO limitations? No _____ Yes _____ If so, List: _____

ESCALATION

Fees for the first one-year term are to be firm. Price change requests are submitted in accordance with the Special Terms and Conditions. Offeror is advised that the District does not automatically grant any increase/adjustment at the time of renewing the contract, and that if an increase/adjustment is requested, documentation of need must be provided at the time of renewal. The District will review such requests and may at its sole option accept or negotiate any adjustments, or cancel from the contract those items concerned.

Maximum percentage of increase for year two: % Maximum percentage of increase for year three: %
Maximum percentage of increase for year four : % Maximum percentage of increase for year five : %

PROCUREMENT CARDS

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

PAYMENT DISCOUNTS OFFERED

Normal payment processing takes 30 days from receipt of invoice. Please indicate any discounts for expedited processing of invoices:

10 days: _____ % 20 days: _____ % Other: days, _____ %


Profit Margin

2CFR 200.324(b) requires that we negotiate profit as a separate element of the price for each contract in which there is no price competition. This rule applies to the instances where only one response to a solicitation is received and Federal funds will be used to make the purchase. Please provide your estimated profit margin: _____ %

Company Name: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____  **Authorized Signature:** _____

BIDDER'S REFERENCES

INSTRUCTIONS: Enter the requested information for three (3) clients for whom you offer similar services as those requested under this solicitation. References are preferred from clients in Arizona school districts using your firm in the last five years. Each client may be initially contacted and asked questions and could be contacted again for clarification.

We will be requesting information from those references and may discuss the following:

- Size of district and /services used
- Start-up and how firm handled projects
- Ability of firm to provide results in a timely manner
- Experience and expertise as perceived by the district
- Initial and ongoing firms responsiveness to needs
- Participation and assistance when “issues” arise
- Client satisfaction for the money spent
- Satisfaction with “customer service”
- Ease of understanding billings
- Any value added services provided by the vendor

Name of Client: _____

Contact: _____

Telephone Number: _____

Email Address _____

Length of Client Relationship: _____

Name of Client: _____

Contact: _____

Telephone Number: _____

Email Address: _____

Length of Client Relationship: _____

Name of Client: _____

Contact: _____

Telephone Number: _____

Email Address: _____

Length of Client Relationship: _____

OFFER AND ACCEPTANCE

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

Arizona Transaction (Sales) Privilege Tax License No.:
Federal Employer Identification No.
DUNS No.
Tax Rate: %

For clarification of this Offer, contact:
Name:
Phone:
Fax:
E-Mail:

Company Name
Address
City State Zip



Signature of Person Authorized to Sign Offer
Printed Name
Title

CERTIFICATION

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

- 1. The submission of the Offer did not involve collusion or other anti-competitive practices...
2. The Bidder/Offeror shall not discriminate against any employee or applicant...
3. The Bidder/Offeror has not given, offered to give, nor intends to give...
4. The Bidder/Offeror warrants that it and all proposed subcontractors will maintain compliance...
5. In accordance with A.R.S. § 35-392, the Bidder/Offeror is in compliance...
6. In accordance with A.R.S. § 35-393, the Bidder/Offeror is not engaged in...
7. In accordance with A.R.S. § 35-394, the Bidder/Offeror is not currently...
8. In accordance with A.R.S. § 15-512, the Bidder/Offeror shall comply...
9. By submission of this Offer, that neither it nor its principals...
10. By submission of this Offer, that no Federal appropriated funds...

-----WESD USE ONLY-----

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No.: 24.016

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

Awarded this day of , 20

WESD AUTHORIZED SIGNATURE

DEVIATIONS AND EXCEPTIONS

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

Exceptions (mark one):

- The undersigned hereby acknowledges that there are ***no deviations/exceptions*** to this solicitation.

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

Offerors shall indicate any and all deviations and exceptions taken to the provisions or specifications in this solicitation document. Clearly identify the specific paragraphs of the Solicitation where the exceptions occur, include item numbers and page numbers, and describe proposed change. All deviations and exceptions that are contained in the Offer may negatively affect the evaluation criteria as stated in the solicitation and may result in rejection of the Offer. Failure to properly submit deviations and exceptions indicates full compliance with this solicitation. The District shall be the sole judge of the acceptance of deviations and exceptions, and the District’s decision shall be final.

Company Name: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____



Authorized Signature: _____

CONFIDENTIAL/PROPRIETARY SUBMITTALS

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed. If there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C R2-7-103 that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of “trade secret” will be the same as set out in A.A.C. R2-7-101(52).

This form must be completed and returned with the response to the solicitation and any supporting information to assist the District in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure. The Procurement Officer shall review the statement and provide the determination in writing whether the information shall be protected. If the Procurement Officer determines that the information shall be protected from disclosure, the Procurement Officer shall inform the Offeror in writing of such determination. **Requests to deem the entire Offer or price as confidential will not be considered.**

Confidential/Proprietary Submittals (mark one):

- Not Confidential. My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317. No confidential/proprietary materials have been included with this Proposal.
- Confidential/Proprietary materials included. My Response **does** contain trade secret information because it contains information that:
 1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

The Offeror, by the undersigned representative, requests that the specific information, described below and identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public.

Provide a description of specific information that is the subject of the request, listing specific page numbers. Attach an explanation as to why the identified information should be treated as confidential.

When requesting information in a Solicitation Response to be considered as Confidential/Proprietary, a complete hard copy **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.

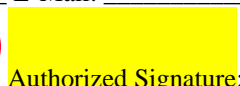
By submitting this response, Offeror agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offer agrees to Indemnify and hold the District and its employees harmless from any claims or causes of action relating to the District’s withholding of information based upon reliance on the above representation.

Company Name: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____



Authorized Signature: _____

AMENDMENT ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all amendments that might be issued. Any amendments issued within seven (7) 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/Proposal response.

Please sign and date.

AMENDMENT NO. 1

Acknowledgment:

Signature

Date

AMENDMENT NO. 2

Acknowledgment:

Signature

Date

AMENDMENT NO. 3

Acknowledgment:

Signature

Date

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

No amendments were issued.

Company Name: _____

Printed Name: _____

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 Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Bid, or any other person, firm or corporation to refrain from proposing, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

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>

**Certification:
Small Businesses, Minority-Owned Firms, and
Women’s Business Enterprises**

Offerors that have been certified as Small Businesses, Minority-Owned Firms, and Women’s Business Enterprises are encouraged to indicate their certification when responding to this Solicitation.

Offeror certifies that this firm is a Small Business, Minority-Owned Firm, and/or women’s Business Enterprise. (Required by some participating agencies) (SBA 8a Application certification) <https://www.sba.gov/contracting/government-contracting-programs/8a-business-development-program/how-apply>.

NO, Offeror is not a Small Business, Minority-Owned Firm, and/or A Women’s Business Enterprise.

YES, Offeror certifies that this firm is a Small Business, Minority-Owned Firm, and/or women’s Business Enterprise.

(Required by some participating agencies) (SBA 8a Application certification) <https://www.sba.gov/contracting/government-contracting-programs/8a-business-development-program/how-apply>.

If yes, complete the section below.

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

Company Name: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____



Authorized Signature: _____

*Include a copy of agency-issued certification letter and the percentage of your business with Small Businesses, Minority-Owned Firms, and Women’s Business Enterprises suppliers, if applicable, in your Bid.

DEBARMENT CERTIFICATION

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

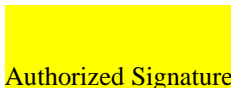
By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____



Authorized Signature: _____

EDGAR CERTIFICATIONS

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

- A. Contractor Violation or Breach of Contract. District reserves all administrative, contractual and legal rights and privileges under the applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract terms.
- B. 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)
- C. Equal Employment Opportunity. The Offeror shall comply with the 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).
- D. Copeland Anti-Kickback Act and Davis-Bacon Act. For building projects in excess of \$2,000:
1. Copeland “Anti-Kickback” Act – All contracts and sub grants for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland “AntiKickback” Act.
 2. Davis-Bacon Act – The Offeror 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).
- E. Contract Work Hours and Safety Standards Act. The Offeror shall comply with Section 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)
- F. Rights to Inventions Made Under a Contract or Agreement. For all contracts that meet the definition of “funding agreement” and where District wishes to enter into a contract with a small business firm or nonprofit organization, Contractor shall comply with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.
- G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. The Offeror 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.
- H. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing the Offer & Acceptance form, the Offeror 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 Offeror 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)
- I. Disclosure of Lobbying Activities. Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Offeror 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)
- J. Certification Regarding Lobbying. Pursuant to 31 USC 1352, the Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in CFR 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.
- K. Record Keeping. The books and records of the Offeror 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).

- L. Energy Policy and Conservation Act. The Offeror 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.)
- M. Civil Rights Compliance. 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 programs or activity conducted or funded by USDA.
1. 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.
 2. 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. 203250- 9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
- N. Buy American Provision. The Offeror will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The Offeror 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 for 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. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Exceptions include:
1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, or
 2. competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product. (Only applies to food/nutrition contracts).
- O. Affordable Care Act. The Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by State or Federal law.
- P. Certificate of Independent Price Determination. The Offeror admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.
- Q. Invoicing. The Offeror shall fully disclose all discounts, rebates, allowances and incentives received by the Offeror from its suppliers. If the Offeror receives a discount, rebate, allowance, or incentive from a supplier, the Offeror 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 Offeror must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school foods 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 Offeror receiving payments in excess of the Offeror’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. (Only applies to food/nutrition contracts)
- R. E-Verify Requirement. The Offeror 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.)

- S. 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 an awarded vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to vendor, based upon the needs of the District. No volume is implied or guaranteed
- T. Solid Waste Disposal Act. The Offeror shall comply with Section 6002 of the Solid Waste Disposal Act and its implementing regulations.
- U. Program Regulations. Contractor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contractor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. Contractor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contractor’s products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements. (Only applies to food/nutrition contracts)
- V. Small Business, Minority-Owned Firms, and Women’s Business Enterprises. When Federal funding may be used, the District shall take affirmative steps to assure minority businesses, women’s business enterprises, and labor surplus area firms are notified of bidding opportunities when possible. Prime contractors are required to take the same affirmative steps if subcontracts are let. 2 CFR Part 200.321
- W. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment. Offer agrees that they will not provide equipment, services or systems that do not comply with 2 CFR §200.216 and/or 2 CFR §200.471.
- X. Subcontractors. Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.
- Y. Domestic Preferences for Procurements.
 - 1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 CFR §200.322.
 - 2. For purposes of this section:
 - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES WHEN APPLICABLE. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE AND APPLICABLE. VENDOR MAY BE REQUIRED TO SIGN AMENDED EDGAR CERTIFICATIONS IF THE REQUIREMENTS OF 2 CFR 200 ARE UPDATED.

Company Name: _____ Email: _____

Printed Name: _____ Title: _____

 **Authorized Signature:** _____ **Date** _____

**WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6
DATA SECURITY AND CONFIDENTIALITY AGREEMENT**

This DATA SECURITY AND CONFIDENTIALITY AGREEMENT (“Data Agreement”) dated _____, by and between WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6 (the “District”) and _____, and its subcontractors and agents (the “Service Provider”).

RECITALS

- A. In providing services to the District, Service Provider may have access to confidential records, data and information concerning students and employees of the District.
- B. Service Provider agrees to the provisions of this Data Agreement and to the requirements of state and federal law with respect to the receipt, review, storage and transmission of information received from the District.
- C. This Data Agreement shall be in addition to any underlying agreement for goods and services entered into between the parties.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Covered Data and Information. All records, information, and data of the District to which Service Provider has access are hereafter referred to as “CDI”. CDI includes, but is not limited to, all paper and electronic student education records, information and data supplied by the District, as well as any such records, information and data provided by students of the District, all personally identifiable records, information and data concerning students and employees of the District, and all personally identifiable information and other non-public information supplied, including but not limited to student data, employee data, and user content.
2. Data De-Identification. De-identified information may be used by the Provider for purposes of development, research and improvement of educational sites, services or applications as any other member of the public would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification and (b) prior written notice has been given to the District who has provided prior written consent to such transfer.
3. Compliance with all Applicable Laws. Service Provider agrees to comply with the requirements of The Family Educational Rights and Privacy Act (FERPA), the Pupil Protection Rights Act (PPRA), and any other federal and/or state law governing the privacy of CDI. If Service Provider processes data outside of the United States, Service Provider specifically agrees to be bound by A.R.S. § 18-551. and -552, as amended, A.R.S. § 15-241, FERPA, PPRA and any other applicable Arizona or federal law governing CDI.
4. Designation as School Official. The District is a local educational agency, authorized to collect and maintain student educational records consistent with applicable state regulations and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and 34 CFR Part 99 and Arizona law. Consistent with FERPA, the District may disclose personally identifiable information of students without parent consent to parties designated as school officials with a legitimate educational interest in the data. 34 CFR Part 99.31(a)(1)(i)(B). The District hereby designates Service Provider as a “school official” with a legitimate educational interest in certain student data related to the provision of its programs to District students.
5. Access to CDI. Service Provider hereby acknowledges that the Service Provider has access to CDI and that such shall be subject to the terms and conditions of this Data Agreement. Service Provider will only collect CDI as necessary to fulfill its duties as agreed to in any underlying agreement for goods or services.
6. Use of CDI. Service Provider will use CDI only for the purpose of fulfilling its duties and providing services as agreed to in any underlying agreement for goods or services.
7. Data Mining. Service Provider is prohibited from mining CDI for any purposes other than as agreed to in writing between the parties. Data mining or scanning of user content for the purpose of advertising or marketing to anyone is prohibited. Service Provider will not use any CDI to advertise or market to anyone without express written permission of the District.
8. Confidentiality of CDI. Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of the District except as permitted or required by this Data Agreement, as required by law, or as otherwise authorized in writing by the District. Service Provider agrees that it will protect CDI it receives from or on behalf of the District according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

9. Reporting Student CDI. Service Provider may at times have reason to report CDI of District students to third parties as provided by express written permission from the District or as required by law. In reporting aggregated, de-identified data containing CDI, Service Provider shall:
- Not disclose data about categories of 10 or fewer students;
 - Not report a total count of students;
 - Not report percentages of 0% or 100%; and
 - Report data in ranges rather than specific numbers.
10. Return or Destruction of CDI. Upon termination, cancellation, expiration or other conclusion of the work or services provided to the District by Service Provider, Service Provider shall return all CDI to the District. If the return of CDI is not feasible, Service Provider shall destroy any and all CDI and represent in writing to the District that it has destroyed all CDI and no longer has any CDI in its possession or control. Service Provider shall ensure that all CDI in its possession or the possession of any subcontractors or agents is destroyed or returned to the District when no longer needed for the specified purposes as authorized by the District.
11. Security of Electronic Information. Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures and technical safeguards to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from or on behalf of the District or its students or employees. Service Provider shall store and process CDI in accordance with industry best practices to secure CDI from unauthorized access, disclosure and use. These security measures and technical safeguards shall be extended by express written agreement to all subcontractors and third parties used by Service Provider. Service Provider shall at a minimum:
- Protect and maintain the confidentiality of passwords used to access CDI;
 - Notify the District when Service Provider's access to CDI is no longer necessary;
 - Notify the District within two days of discovery if passwords used to access CDI by Service Provider, a subcontractor, or other third party are lost, stolen, or otherwise obtained or potentially obtained by unauthorized users.

Service Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

12. Reporting of Disclosure or Misuse of CDI. Service Provider shall, within two days of discovery, report to the District any and all use or disclosure of CDI not authorized by this Data Agreement or authorized in writing by the District. Service Provider's report shall identify:
- The nature of the unauthorized use or disclosure;
 - The CDI used or disclosed;
 - The identity of the person or entity who made the unauthorized use or received the unauthorized disclosure;
 - What Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - What corrective action Service Provider has taken or shall take to prevent further similar unauthorized use or disclosure.

Service Provider shall provide such other information, including a written report, as reasonably requested by the District. Service Provider shall have a plan for responding to a breach of data security developed pursuant to best practices in the industry and shall share that plan with the District upon request.

13. District Access. Any CDI held by Service Provider will be made available to the District upon request.
14. Rights to Intellectual Property. This Data Agreement does not give Service Provider any rights, implied or otherwise, to CDI, data, content or intellectual property except as expressly stated in any underlying agreement between the parties. This includes but is not limited to the right to share, sell or trade CDI. The District acknowledges that this agreement does not convey any intellectual property right in any of Service Provider's materials or content, including any revisions of derivative work or material. Service Provider-owned materials shall remain the property of the Service Provider. All rights, including copyright, trade secrets, patent and intellectual property rights shall remain the sole property of the Service Provider.
15. Indemnity. Service Provider shall defend and hold the District, its Board Members, officers, agents and employees, harmless from all claims, liabilities, damages or judgments involving a third party, including the District's costs and reasonable attorneys' fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Data Agreement. Service Provider shall also comply with the breach notification requirements under applicable law that arise from the result of Service Provider's failure to meet any of its obligations under this Data Agreement.
16. Remedies. If the District determines in good faith that Service Provider has materially breached any of its obligations under this Data Agreement, the District shall have the right to require Service Provider to submit to a plan of monitoring and reporting; to provide Service Provider with a fifteen (15) day period to cure the breach; or to terminate the work or services of Service Provider for the District immediately. Prior to exercising any of these options, the District shall provide written notice to Service Provider

describing the violation and the action the District intends to take. The remedies described herein may be exercised by the District in its sole discretion and are in addition to any remedies permitted by law or pursuant to any other agreement between the parties.

- 17. Subcontractors. Service Provider shall require that any subcontractor or agent receiving CDI is authorized by the District to receive CDI and that the subcontractor or agent expressly agrees to be bound to the terms of this Data Agreement.
- 18. Modifications. Service Provider will not modify or change how CDI is collected, used or shared under the terms of this Data Agreement in any way without advance notice to and consent from the District.
- 19. Arizona Law. This Data Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona. Any dispute arising out of or relating to this Data Agreement shall be brought in the Maricopa County Superior Court or the United States District Court, District of Arizona.
- 20. Cancellation. The District reserves all rights that it may have to cancel this Data Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.
- 21. No Israel Boycott. The Parties agree that they are not currently engaged in, and agree that for the duration of this Agreement they will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.
- 22. No forced labor of Uyghurs. In accordance with A.R.S. § 35-394 Service Provider 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.
- 23. Arbitration. To the extent permitted by A.R.S. §§12-1518 and 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration.
- 24. Amendments. All references to provisions of statutes, codes and regulations include any and all amendments thereto.
- 25. Miscellaneous. The provisions of this Data Agreement shall survive the termination, cancellation or completion of all work, services, performance or obligations by Service Provider to the District. This Data Agreement shall be binding upon the parties hereto, their officers, employees and agents. Time is of the essence of this Data Agreement. Except as expressly modified by the provisions of this Data Agreement, any underlying agreement for goods or services shall continue in full force and effect. In the event any inconsistencies exist between the terms of this Data Agreement and any underlying agreement, this Data Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its authorized parties on its behalf.

**WASHINGTON ELEMENTARY SCHOOL
DISTRICT No. 6:**

VENDOR:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Company Name: _____

Date: _____



VENDOR REGISTRATION FORM
WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6
 4650 W. Sweetwater Ave., Glendale, AZ 85304-1505
 Email: purchasing@wesdschools.org or Fax: 602 347 3521

Vendor Name/DBA Name: _____

Mailing Address: Solicitations will be mailed to this address.

Street _____

City _____ State _____ ZIP Code _____

Remit Address Please mail payments to this address.

Payee Name for Check _____

Street (Where to mail remittance/check) _____

City _____ State _____ ZIP Code _____

Date _____

Website _____

Phone _____

Contact Name _____ Title _____

Contact Email _____

WESD account # _____

Purchase Orders to be sent Via:

Please mail: select remit or mailing address
 remit address mailing address

E-mail (provide email) _____

Is your company on a cooperative contract? No Yes If yes, please list: _____

We are not tax-exempt, is sales tax charged? No Yes

Do you accept Visa Payments? No Yes Contact email address? _____

Do you offer a prompt payment discount? No Yes If yes, what are the terms? _____ % _____ Days

Are you or a family member currently employed with WESD? No Yes

Have you ever been employed by WESD? No Yes When: _____

Is your Business:

Certified Small Business Disabled Veteran Business Enterprise

LGBTQ Owned Minority Business Enterprise

Native American Owned US DOT Certified DBE

Veteran Owned Woman Business Enterprise

W-9 Request for Taxpayer Identification Number and Certification

The District must have a W-9 on file for every vendor. **YOU WILL NOT BE REGISTERED WITHOUT W-9 INFORMATION.**

A copy of the Form W-9 with instructions is available on the IRS website at <http://www.irs.gov/pub/irs-fill/fw9.pdf>

Federal Taxpayer Identification Number (TIN)	<input type="checkbox"/> Social Security Number OR	<input type="checkbox"/> Individual/Sole proprietor
	<input type="checkbox"/> Employer Identification Number	<input type="checkbox"/> Corporation
		<input type="checkbox"/> Partnership
		<input type="checkbox"/> other _____

Name as Shown on Federal Tax Documents (Individual/Sole proprietor provide owner's name)

Under penalties of perjury, I certify that:

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

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.

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

Signature of U.S. person _____ Date _____

To receive BID/RFP/RFQ notifications, register with AZ Purchasing at: www.AZPurchasing.org.

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
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or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

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

Part II Certification

Under penalties of perjury, I certify that:

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

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



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

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they