



Notice of Request for Proposal

Request for Proposal (RFP) No.: **25-001**

Material and/or Service: **Special Education Contracted Services**

Proposal Due Date and Time: March 07, 2024 at 2:30 PM Local Time

Proposal Response Format: Electronic Proposal - Upload to [BONFIRE](#) (see enclosed submittal instructions on page 35)

Opening Location: Paradise Valley Unified School District
Purchasing Department
15002 N. 32nd Street
Phoenix, AZ 85032

Pre-Proposal Conference: None

Last Day for Questions: March 4, 2024

In accordance with the School District Procurement Rules in the Arizona Administrative Code (A.C.C.) promulgated by the State Board of Education pursuant to ARS §15-213, Competitive Sealed Proposals for the materials or services specified will be received by the Paradise Valley Unified School District, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the name of each Offeror will be publicly read. All other information contained in the Proposal shall remain confidential until award is made.

The District will not be responsible for the pre-opening of, post-opening of, or failure to open a proposal not properly submitted through Bonfire. Late Proposals will not be considered.

Proposals must be submitted electronically by uploading submissions at <https://pvschools.bonfirehub.com/portal>. All Proposals must be typewritten prior to submittal. Additional instructions for preparing a Response are provided herein.

This Proposal is being done by the Paradise Valley Unified School District (PVUSD) as a member of the Strategic Alliance for Volume Expenditure (S.A.V.E.). While this Proposal is for the PVUSD, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements for school districts. Other public entities have similar authorizations. Members of "SAVE", a group of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible School Districts/Public Entities, recognizing potential equipment, logistical and capacity limitations by vendor may limit "piggybacking" of this award. Individual public entities would negotiate service with successful vendors using the proposal pricing quoted herein. No volume is implied or guaranteed.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION DOCUMENT.

Questions regarding this solicitation should be directed to:

Buyer: Leslie Small

Email: lsmall@pvschools.net

Phone Number: (602) 449-2074

Fax Number: (602) 449-2081

Date: February 16, 2024

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

Arizona Revised Statutes (ARS) are available at <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

The Arizona School District Procurement Rules in the Arizona Administrative Code (AAC) Title 7 – Education, Chapter 2 – State Board of Education are available at http://apps.azsos.gov/public_services/Title_07/7-02.pdf

I.R.S. W-9 form (Request for Taxpayer I.D. Number) and instructions are 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>

COOPERATIVE PURCHASING

This solicitation is being done by the Paradise Valley Unified School District as a member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) and is acting as lead District. Any contract resulting from this solicitation shall be for the use of the consortium members. In order to participate in any resultant contract, a school district must have entered into a cooperative purchasing agreement with the consortium as required by School District procurement Rule A.A.C. R7-2-1191. No volume is implied or guaranteed.

Below is a list of current members in the SAVE consortium who potentially may wish to utilize this contract. Other public entities in Arizona may be added during the term of the contract by SAVE with the approval of the lead public entity and the contract vendor. The estimated volume of purchases by other public entities within SAVE have been taken into consideration by the lead public entity and all other public entities that are not members of the SAVE are prohibited from using the contract.

Strategic Alliance for Volume Expenditures SAVE --- Cooperative Purchasing Agreements

The following agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as of November 2, 2023.

Municipalities

City of Apache Junction
City of Avondale
City of Benson
City of Bisbee
City of Bullhead City
City of Casa Grande
City of Chandler
City of Coolidge
City of Cottonwood
City of Douglas
City of El Mirage
City of Eloy
City of Flagstaff
City of Glendale
City of Globe
City of Goodyear
City of Holbrook
City of Kingman
City of Litchfield Park
City of Maricopa
City of Mesa
City of Nogales
City of Page
City of Peoria
City of Phoenix
City of Prescott
City of Safford
City of San Luis
City of Scottsdale
City of Sedona
City of Show Low
City of Sierra Vista
City of Somerton
City of Surprise
City of Tempe
City of Tolleson
City of Tucson
City of Willcox
City of Williams
City of Winslow
City of Yuma
Lake Havasu City
Town of Buckeye

Town of Camp Verde
Town of Carefree
Town of Cave Creek
Town of Chino Valley
Town of Clarkdale
Town of Clifton
Town of Eagar
Town of Florence
Town of Fountain Hills
Town of Gila Bend
Town of Gilbert
Town of Guadalupe
Town of Huachuca City
Town of Marana
Town of Miami
Town of Oro Valley
Town of Paradise Valley
Town of Prescott Valley
Town of Queen Creek
Town of Sahuarita
Town of Springerville
Town of Superior
Town of Wickenburg

Counties

Apache County
Cochise County
Coconino County
Gila County
Graham County
La Paz County
Maricopa County
Mohave County
Navajo County
Pima County
Pinal County
Santa Cruz County
Yavapai County
Yuma County

Higher Education / Technology Districts

Arizona State University
Arizona Western College
Central Arizona College
Central Arizona Valley Institute of Technology (CAVIT)
Cobré Valley Institute of Technology (CVIT)

COOPERATIVE PURCHASING

Cochise County Community College District
Coconino County Community College District
Dinè College
East Valley Institute of Technology (EVIT)
Embry-Riddle Aeronautical University
Gila County Provisional Community College District
Gila Institute for Technology, a Joint Technology Education District (JTED)
Graham County Community College District
Maricopa Community College District
Midwestern University (Glendale campus)
Mohave Community College
Mountain Institute JTED
Northeast AZ Tech Institute of Voc Ed
Northern Arizona University
Northland Pioneer College
Pima Association of Governments (PAG)
Pima Community College
Pima County Joint Technology District #11 (JTED)
Pima Prevention Partnership dba Pima Partnership Academy, Pima Partnership High School & Phoenix Collegiate High School
Southwest Technical Education District of Yuma
University of Arizona
Western Arizona Vocational Educ (W.A.V.E.), a Joint Technology Education District #50
Yavapai College

Political Agencies

Arizona School for the Deaf and the Blind
Arizona Supreme Court
Central Arizona Project
Court of Appeals, Division One
Housing Authority of Maricopa County
Maricopa Association of Governments
Maricopa Integrated Health System
Mountain Lion (formerly NAIPTA)
Northern Arizona Council of Governments (NACOG)
Regional Transportation Authority (RTA)
Superior Court of Arizona, Maricopa County
Tucson Airport Authority
Valley Metro Regional Public Transit Authority
Phoenix-Mesa Gateway Airport Authority

Fire Districts

Arizona Fire and Medical Authority (Sun City West Fire District, Sun Lakes Fire District, Tonopah Fire District, Wittmann Fire District)
Central Yavapai Fire District
Copper Canyon Fire District
Drexel Heights Fire District
Golder Ranch Fire District
Mt. Lemmon Fire District
Northern Arizona Fire District
Northwest Fire District
Superstition Mtn Community Facilities District
Three Points Fire District
Tubac Fire District
Verde Valley Fire District

Misc. Agencies

Central Arizona Water Conservation District (CAWCD)
Coconino County Flood Control District
Community Hospital Association dba Wickenburg Community Hospital
Metropolitan Domestic Water Improvement District
North Country Community Health Center

Northern Gila County Sanitary District
Pima County School Reserve Fund
Pine-Strawberry Water Improvement District
Western Arizona Council of Governments

School Districts

Agua Fria Union High School District # 216
Ajo Unified School District #15
Alhambra Elementary School District # 68
Altar Valley School District #51
Amphitheater Unified School District #10
Antelope Union High School #50
Apache Junction Unified School District # 43
Arlington Elementary School District #47
Ash Fork Joint Unified School District
Avondale Elementary School District #44
Bagdad Unified School District
Balsz Elementary School District #31
Beaver Creek School District #26
Benson Unified School District #9
Bisbee Unified School District #2
Blue Ridge Unified School District #32
Bonita School District #6
Bouse Elementary School District
Buckeye Elementary School District #33
Buckeye Union High School District #201
Bullhead City School District #15
Camp Verde Unified School District #28
Canon School District
Cartwright Elementary School District #83
CasaBlancaMiddleSchooldbaVahKiMiddleSchool
Casa Grande Elementary School District
Casa Grande Union High School District
Catalina Foothills Unified School District #16
Cave Creek Unified School District #93
Cedar Unified School District #25
Chandler Unified School District # 80
Chinle Unified School District #24
Chino Valley Unified School District #51
Clarkdale-Jerome School District #3
Cochise County Accommodation School District
Coconino County Regional Accommodation District #99
Colorado River Union High School District
Concho Elementary School District #6
Continental Elementary School District #39
Coolidge Unified School District #21
Cottonwood-Oak Creek School District #6
Crane Elementary School District # 13
Creighton School District #14
Deer Valley Unified School District #97
Double Adobe Elementary School District #45
Douglas Unified School District #27
Duncan Unified School District
Dysart Unified School District # 89
Elfrida Elementary School District #12
Eloy Elementary School District #11
Flagstaff Unified School District # 1
Florence Unified School District # 1
Flowing Wells Unified School District #8
Fort Huachuca Accommodation School District
Fort Thomas Unified School District #7
Fountain Hills Unified School District #98
Fowler Elementary School District #45
Gadsden Elementary School District # 32
Ganado Unified School District #20

COOPERATIVE PURCHASING

Gila Bend Unified Schools
Gilbert Unified School District #41
Glendale Elementary School District #40
Glendale Union High School District
Globe Unified School District #1
Grand Canyon Unified School District #4
Hackberry Elementary School District #3
Heber-Overgaard Unified School District #6
Higley Unified School District #60
Holbrook Unified School District #3
Hopi Junior Senior High School
Horizon Community Learning Center / Horizon Charter School
Humboldt Unified School District #22
Hyder Elementary School District #6
Indian Oasis-Baboquivari School District #40
Isaac Elementary School District # 5
J.O. Combs Elementary School District #44
Joseph City Unified School District #2
Kayenta Unified School District #27
Kin Dah Lichi'l' Olta, Inc.
Kingman Unified School District #20
Kyrene Elementary School District #28
Lake Havasu Unified School District # 1
Laveen Elementary School District #59
Liberty Elementary School District #25
Litchfield Elementary School District #79
Littlefield Unified School District #9
Littleton Elementary School District #65
Madison Elementary School District #38
Maine Consolidated School District
Mammoth-San Manuel Unified School District #8
Marana Unified School District #6
Maricopa Regional School District #509
Maricopa Unified School District
Mary C. O'Brien ASD
Mayer Unified School District #43
Mesa Unified School District # 4
Miami Unified School District #40
Mingus Union High School District #4
Mobile Elementary School District #86
Mohave Valley Elementary School District #16
Mohawk Valley School District # 17
Morenci Unified School District #18
Morristown Elementary School District #75
Murphy Elementary School District #21
Naco Unified School District #9
Nadaburg Elementary District #81
Nogales Unified School District # 1
Oracle School District
Osborn Elementary School District #8
Page Unified School District #8
Palominas Elementary School District #49
Palo Verde Elementary School District #49
Paradise Valley Unified School District #69
Parker Unified School District #27
Patagonia Elementary School District #6
Patagonia Union High School District #92
Payson Unified School District #10
Peach Springs Unified School District #8
Pendergast School District #92
Peoria Unified School District #11
Phoenix Elementary School District # 1
Phoenix Union High School District #210
Picacho Elementary School District #33
Pima Unified School District #6
PineStrawberryElementarySchoolDistrict#12
Pinon Unified School District #4
Pomerene Elementary School District #64
Prescott Unified School District #1
Quartzsite Elementary School District #4
Queen Creek Unified School District # 95
Ray Unified School District #3
Red Mesa Unified School District #27
Riverside Elementary School District #2
Roosevelt Elementary School District # 66
Round Valley Unified School District #10
Sacaton Elementary School District #18
Saddle Mountain Unified School District #90
Safford Unified School District #1
Sahuarita Unified School District #30
San Carlos Unified School District #20
Sanders Unified School District #18
San Simon Unified School District #18
Santa Cruz Valley Unified School District #35
Santa Cruz Valley Union High School District #840
Scottsdale Unified School District # 48
Sedona-Oak Creek Unified School District #9
Seligman Unified School District #40
Sentinel Elementary School District #71
Shonto Preparatory Schools
Show Low Unified School District #10
Sierra Vista Unified School District # 68
Snowflake Unified School District #5
Somerton Elementary School District #11
Sonoita Elementary School District #25
Stanfield Elementary School District #24
St. David Unified School District #21
St. Johns Unified School District
Sunnyside Unified School District #12
Superior Unified School District #15
Tanque Verde Unified School District #13
Tempe Elementary School District # 3
Tempe Union High School District # 213
Thatcher Unified Schools
Toltec Elementary School District #22
Tolleson Elementary School District #17
Tolleson Union High School District # 214
Tombstone Unified School District #1
Tuba City Unified School District #15
Tucson Unified School District
Union Elementary School District #62
Vail Unified School District #20
Valley Union High School District #22
Vernon Elementary School District
Washington Elementary School District # 6
Wellton Elementary School District #24
West-MEC District #402
Whiteriver Unified School District #20
Wickenburg Unified School District #9
Willcox Unified School District
Williams Unified School District #2
Wilson Elementary School District #7
Window Rock Unified School District #8
Winslow Unified School District #1
Young Public-School District
Yuma Elementary School District # 1
Yuma Union High School District # 70

COOPERATIVE PURCHASING

While all members of "SAVE" are eligible to use these contracts, the following public entities have specifically expressed an interest in using these contracts via a survey conducted electronically by the lead public entity. The annual estimated expenditure for each public entity is listed for the convenience of the vendors and by no means a commitment on the part of any public entity.

This solicitation references quantities as a general indication of needs. The District anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the District reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and each potential contractor should take that fact into consideration.

The contract shall be on an as needed, if needed basis. The District makes no guarantee as to the actual usage of any resultant contract.

<u>PUBLIC ENTITY</u>	<u>ESTIMATED ANNUAL EXPENDITURE</u>
Agua Fria Union High School District	\$370,000
Buckeye Elem. School District	\$2,000,000
Cartwright School District #83	\$120,000
Cave Creek Unified School District	\$800,000
Deer Valley Unified School District	\$150,000
Gilbert Public Schools	\$1,500,000
Glendale Elem. School District #40	\$500,000
Humboldt Unified School District	\$150,000
J.O Combs Unified School District	\$1,000,000
Kyrene School District	\$500,000
Laveen Elem. School District	\$75,000
Littleton Elem. School District	\$968,000
Madison School District	\$75,000
Mesa Unified School District #44	\$2,000,000
Paradise Valley Unified School District	\$3,000,000
Phoenix Union HS District	\$2,000,000
Tolleson Elem. School District	\$150,000
Washington Elem. School District	\$100,000
Total	\$15,458,000

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Proposal.
- B. **“Contract Amendment”** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
- C. **“Contractor”** means any person who has a contract with a school district.
- D. **“Days”** means calendar days and shall be computed pursuant to ARS § 1-243.
- E. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- F. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- G. **“Offeror”** means a person submitting a proposal in response to a request for proposals.
- H. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.
- I. **“Responsible Bidder or Offeror”** means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.
- J. **“Responsive Bidder or Offeror”** means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.
- K. **“School District or District”** means Paradise Valley Unified School District and if applicable, any public entity or member of a consortium group as outlined herein.
- L. **“Services”** means the furnishing of labor, time or effort by a contractor or subcontractor that does not involve the delivery of a specific end product other than required reports and performance. Services does not include employment agreements or collective bargaining agreements.
- M. **“Shall”** denotes the imperative.
- N. **“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 the school district invites a person to participate in a procurement.
- O. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- P. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing the inquiry since it may then be identified as a Proposal and not be opened until after the Proposal due date and time.
- D. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.

UNIFORM INSTRUCTIONS TO OFFERORS

- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Proposal Preparation

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

UNIFORM INSTRUCTIONS TO OFFERORS

- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Amendments;
 2. Special Instructions, Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Scope of Work/Specifications;
 5. Attachments;
 6. Exhibits;
 7. Uniform Instructions to Offerors.
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Proposal

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of Proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under AAC R7-2-1044.
- D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District pursuant to AAC R7-2-1006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by ARS §39-121, a statement advising the school district of this fact shall be provided on the Confidential/Proprietary Submittals form 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 Proposal and Acceptance Form or other official contract form, the Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
 2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
 3. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise lawfully prohibited from participation in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
 4. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement.
 5. By submission of this proposal, that Offeror has taken steps and exercised due diligence to ensure that Offeror 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,

UNIFORM INSTRUCTIONS TO OFFERORS

recommending, selecting or contracting for materials, services goods, construction or construction services of the District, in accordance with ARS §15-213 (O) and AAC R7-2-1003 (J).

5. Additional Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal.
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of ARS 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 the solicitation, the School District reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all Proposals or portions thereof; or
 - 3. Cancel a Solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.
- B. Contract Inception. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the School District with an authorized signature on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the School District signs the Proposal and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

RFP 25-001 Special Education Contracted Services

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

- 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 within 10 days of the request.
- C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the

UNIFORM INSTRUCTIONS TO OFFERORS

additional information with the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.

- D. 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.
- E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
- F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (ARS) §15-213, and its implementing rules, Arizona Administrative Code (AAC) 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 or 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 ARS § 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 by the District 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, 2004-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, to 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 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 determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District 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. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. 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.

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of ARS § 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 within thirty (30) days. *The Purchase Order number must be referenced on the invoice.*
- B. Applicable Taxes.
 - 1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.

UNIFORM GENERAL TERMS AND CONDITIONS

2. State and Local Transaction Privilege Taxes. The School District 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 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.
- 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 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 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 ARS § 41-621 and § 35-154, the School District 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 ARS § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District 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 of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District 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 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 shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to ARS § 12-510, except as provided in ARS § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in ARS 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 Officer, 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's Contractual Remedies

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this 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's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 1. The School District 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 ninety (90) days after the order is delivered to the Contractor, and for

UNIFORM GENERAL TERMS AND CONDITIONS

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 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 may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District 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 ARS § 38-511 and AAC R7-2-1087 (F) the School District 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 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 ARS §15-213 (O) and AAC R7-2-1087 (G).
- C. Gratuities. In accordance with AAC R7-2-1087 (H) the School District may, by written notice, terminate this Contract, in whole or in part, if the School District 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 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, 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 may, by written notice to the Contractor, immediately terminate this Contract if the School District 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 reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District 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. 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. 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 AAC R7-2-1125 shall apply.
- F. Termination for Default.
 1. In addition to the rights reserved in the Uniform General Terms and Conditions, the School District 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.

UNIFORM GENERAL TERMS AND CONDITIONS

3. The School District 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 for any excess costs incurred by the School District in procuring materials or services.
- G. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
9. **Contract Claims.** All Contract claims and controversies under this Contract shall be resolved according to AAC R7-2-1155 through R7-2-1159 and rules adopted thereunder.
10. **Gift Policy.** The District will accept no gifts, gratuities or advertising products from Offerors. The District has adopted a zero tolerance policy concerning Offeror gifts. The District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.
11. **Offshore Performance.** Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
12. **Contractor's Employment Eligibility**
By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 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 the applicable laws. Should the District suspect or find that the Contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
13. **Fingerprint and Background Checks**
In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor 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.
14. **Registered Sex Offender Restriction.** Pursuant to this Contract, the Contractor agrees by acceptance of this Contract that no employee of the Contractor or a subcontractor of the Contractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The Contractor further agrees by acceptance of this Contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at the District's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
15. **Terrorism Country Divestments.** Per ARS § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
16. **Boycott of Israel.** Per ARS § 35-393.01, the District is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction that is engaged in, or, during the term of the contract, becomes engaged in a boycott of Israel.
- Unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the District will take no action to enforce it. Compliance with this term and condition is not a mandatory part of the offer as long as the injunction remains in effect.*
17. **Clarification.** Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal. It is achieved by explanation or substantiation, either in response to an inquiry from the district or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its submittal, except to the extent that correction of apparent clerical mistakes results in a revision.
18. **2CFR Section 200.** When the District seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. Section 200. All Vendors submitting proposals must complete the 2CFR Section 200 Certifications Form contained within this document.

UNIFORM GENERAL TERMS AND CONDITIONS

FEDERAL FUNDING REQUIREMENTS

1. 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.
2. Buy American Provision (only applies to Food & Nutrition food purchases): 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 from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.
3. Disclosure of Lobbying Activities: Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the 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)
4. 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 2CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.
5. Certificate of Independent Price Determination: The 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.
6. Civil Rights Compliance (only applies to Food & Nutrition contracts): In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
 - a. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
 - b. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
7. 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.
8. Contract Work Hours and Safety Standard Act: The Offeror shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$100,000)
9. Debarment, Suspension, Ineligibility and Voluntary Exclusion: By signing the 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)
10. 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.)

UNIFORM GENERAL TERMS AND CONDITIONS

11. Equal Employment Opportunity: The Offeror shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).
12. Record Keeping: The books and records of the 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).
13. Invoicing (only applies to Food & Nutrition contracts): The Offeror fully discloses all discounts, rebates, allowances and incentives received by the Offeror from its suppliers. If the Offeror receives a discount, rebate, allowance, or incentive from any 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 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 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.
14. Termination Clause: The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)
15. E-Verify Requirement: The 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.)
16. Description of process for enabling vendors to receive or pick up orders upon contract award. Once the District has made the decision to order from a vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to the vendor, based upon the needs of the District. No volume is implied or guaranteed.
17. Solid Waste Disposal Act: The Offeror shall comply with Section 6002 of the Solid Waste Act and its implementing regulations.
18. Minority & Woman Businesses: When federal funding may be used, the District shall take affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are notified of solicitation opportunities when possible. Prime contractors are required to take the same affirmative steps let 2 CFR Part 200.321
19. Program Regulation (only applies to Food & Nutrition contracts): Offeror shall be in conformance with applicable portions of the School Food Authority's (SFA) agreement under the program. Offeror will conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250. Offeror shall provide products that meet Public Law 111-296, the Healthy Hunger-Free Kids Act of 2010 (HHFKA). Offeror's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements.
20. Copeland Anti-Kickback Act and Davis-Bacon Act (for building projects in excess of \$2000):
 - a. Copeland "Anti-Kickback" Act - All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
 - b. Davis-Bacon Act - The 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).
21. Contract Violations or Breach of Contract: The District reserves all administrative, contractual and legal rights and privileges under applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract.
22. Rights to Inventions: For all contracts that meet the definition of "funding agreement" and where the District wishes to enter into a contract with a small business firm or non-profit organization, the Offeror shall comply with the Rights to Inventions made by non-profit organizations and small business firms under Government Grants, Contracts, and Cooperative Agreements.

SPECIAL TERMS AND CONDITIONS

1. **AUTHORITY:** This solicitation as well as any resultant contract is issued under the authority of the Governing Board or designee. No alteration on any resultant contract may be made without the express written approval of the Director of Purchasing in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **INQUIRIES:** All questions related to this solicitation shall be in writing. Direct inquiries to the Buyer listed on the cover of this document via mail, fax or email. Bidders shall not contact or ask questions of the school or department for which this requirement is being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Bidder shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due time and date. **Any inquiry shall be submitted by March 4, 2024.** Failure to do so may result in the inquiry not being answered.
3. **PROPOSAL MODIFICATION:** The District will not be responsible for Offerors adjusting their Proposals based on oral instructions by any member of the District staff or by contracted consultants or agents. Request for Proposals will be modified by issuance of a solicitation amendment by the Purchasing Department.
4. **CONTRACT TYPE:** Firm Fixed Price = The price is firm and fixed for the term of the contract.
5. **TERM OF CONTRACT:** The term of the resultant contract shall commence on July 1, 2024, and continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
6. **CONTRACT EXTENSION:** The District reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.
7. **MULTI-TERM CONTRACT:** A multi-term contract is being utilized for this procurement because such a contract will serve the best interest of the District by encouraging effective competition or otherwise promoting economics in the District procurement. The estimated requirements cover the period of the contract and are reasonable and continuing. The contract shall be canceled if monies are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal year.
8. **FORM OF CONTRACT:** The form of contract for this Solicitation shall be the Request for Proposal, the awarded Proposal(s), and properly issued purchase orders incorporating the District's specific policies and purchase order terms and conditions referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires the District to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. The solicitation terms and conditions contained in this document will prevail and supersede any inconsistent terms and conditions contained in your firm's agreement.
9. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the District requires a Proposal in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
10. **PROPOSAL OPENING:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each Offeror shall be read at this time. All Proposals and any modifications and other information received in response to the Request for Proposal shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.
11. **LATE PROPOSAL:** The Bonfire electronic procurement platform will accept proposals up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be accepted or considered.

SPECIAL TERMS AND CONDITIONS

12. **ELECTRONIC SUBMITTAL - REQUIRED:** An electronic submission is **required**. The electronic submission is to be uploaded online through BONFIRE. Submittal instructions for BONFIRE are found on the last page of this document under Exhibit A.
13. **AWARD:** The school district shall award a contract to the Offeror whose Proposal is determined in writing to be most advantageous to the school district based on the factors set forth in the Request for Proposal. No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous Proposal. The procurement file shall contain the basis on which the award is made.
14. **DISCUSSIONS:** In accordance with R7-2-1047, after the initial receipt of proposals, the District reserves the option to conduct discussions with those Offerors who submit Proposals determined by the District to be reasonably susceptible of being selected for award.
15. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1047, the District shall issue a written request for Best and Final Offers. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.
16. **O.S.H.A. GUIDELINES:** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

Pay for all operations requiring the placement and movement of the contractor's equipment, contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and District personnel.

17. **COMPLIANCE WITH LAWS AND REGULATIONS:** All services rendered by Offeror and its employees and/or subcontractors under or pursuant to this Contract shall conform with and be in full compliance with all applicable laws, rules, ordinances and regulations adopted by or required by any federal, state, city or town governmental agency. Offer shall obtain all necessary permits and licenses required. Offeror shall maintain in current status all federal, state and local licenses, certificates, permits and like requirements required by the operation of the business conducted by the offeror. District(s) can request copies of all licenses pertinent to services offered.
18. **MULTIPLE AWARDS:** In order to assure that any ensuing contracts will allow the District to fulfill current and future requirements, the District reserves the right to award contracts to multiple vendors. The actual utilization of any contract will be at the sole discretion of the District. Contracts will be awarded, as applicable, by individual line item, groups of line items, or categories, incrementally, by region, or by location. Vendor should consider the fact that the District may award multiple contracts in preparing their response. 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 competitively bid any commodity, if deemed to be in the District's best interest. The fact that the District may award multiple contracts, award only one contract, or to make no awards rests solely with the District.
19. **PRICE ADJUSTMENT:** The District may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The District shall determine whether the requested price increase or an alternate option is in the best interest of the District. A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
20. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
21. **QUANTITIES:** This solicitation references quantities as a general indication of the needs of the District. However, the quantities shown are estimates only and the District reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities.

SPECIAL TERMS AND CONDITIONS

22. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.
23. **DAMAGES:** Contractor shall be liable for any and all damage caused by him, his employees, or sub-contractors to the District premises. The Contractor shall hold and save the District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.
24. **BILLING:** All billing notices shall identify the specific item(s) and/or services being billed. Item(s) are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.
25. **INSURANCE:** Contractor agrees to maintain such insurance as will fully protect Contractor 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 Contractor, its employees, or by anyone directly or indirectly engaged or employed by Contractor. Contractor agrees to maintain such automobile liability insurance as will fully protect Contractor 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 Contractor or its employees, while providing services to the District.

Paradise Valley Unified School District shall be named as an additional insured party in the Certificate of Insurance that includes the following:

- Contractor will be required to provide proof of and maintain Comprehensive General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage.
- Contractor will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.
- Contractor will be required to provide proof of and maintain Professional Liability Miscellaneous Errors & Omissions Insurance Policy with a limit of not less than \$1,000,000 per occurrence.
- Contractor will be required to provide proof of and maintain Physical Abuse, Sexual Misconduct and Sexual Molestation Liability Coverage of \$1,000,000 per injury.

The District reserves the right to terminate any contract if the Contractor fails to maintain such coverage.

26. **KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.
- A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.
- B. 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.
27. **OFFEROR'S EMPLOYEES:** Offeror agrees that the individuals provided to the District on a temporary basis are Offeror's, not the District's, employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal

SPECIAL TERMS AND CONDITIONS

requirements, including, but not limited to, obligations and liabilities in the following areas:

- Workers' Compensation Insurance
- Federal and State Unemployment Taxes
- Federal and State Withholding and Reporting Requirements
- Unemployment Compensation Insurance
- Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with the District, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

The District will not provide Offeror or its employees any business registrations or licenses that may be required. The District will not combine business operations with Offeror.

Neither Offeror nor its employees are to be considered agents or employees of the District for any purpose. It is understood and agreed that the District does not require Offeror to provide services exclusively to District and that Offeror and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Offeror shall, at no charge to the District, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for the District to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the District. At the discretion of the District, these services may be provided at cost to the successful offeror. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable. At any time, the District will have access to and receive copies of the results of the Offeror's drug/alcohol test or fingerprint/reference/background checks.

At any time, and for any reason, the District may request or reject any of Offeror's employees.

Offeror agrees to comply with the District's rules, regulations, and policies, as the District may modify from time to time.

- 28. FINGERPRINT & BACKGROUND CHECKS:** The District anticipates that services under this contract may cause the Contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with ARS § 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 ARS subsection 41-4401, ARS subsection 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 5 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.

- 29. EMPLOYEE IDENTIFICATION:** All employees must check in at the front office of each site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result in the employee being escorted off District

SPECIAL TERMS AND CONDITIONS

property.

- 30. REFERENCES:** Each offering firm shall include a minimum of three (3) "Performance Evaluation Surveys" forms (page 37) for similar services provided to school districts and other public entities in Arizona, including contact names, addresses and telephone numbers.
- 31. QUESTIONS:** All questions regarding this solicitation should be directed to the Purchasing Department in writing by Monday, March 4, 2024:

Leslie Small
602/449-2074
lsmall@pvschools.net

SCOPE OF WORK

1. PURPOSE

The Paradise Valley Unified School District intends to establish a long term SAVE cooperative contract with qualified firms or independent contractors to provide special education contracted services to students in grades preschool to 12th grade on an as needed, if needed basis.

- a. This resultant contract is for the use of all SAVE members, therefore the estimated usage is unknown at this time.
- b. Upon award of the resultant contract, each District will determine and select the most advantageous vendor to meet their needs based on availability, cost, qualifications, and locations.

2. GENERAL INFORMATION

Located within approximately 100 square miles of northeast Phoenix and north Scottsdale, bounded by 7th Avenue and Pima Road, and Northern Avenue and Jomax Road. PVSchools has 28 elementary schools; one K-8 school; seven middle schools for 7th and 8th grades; five high schools for grades 9-12, two alternative schools; two online-based school options; one dedicated preschool; and 25 additional school-based preschool locations.

The district serves approximately 26,000 students, approximately one-third of whom come from outside the district boundaries or outside their home school boundaries through open enrollment.

3. GENERAL REQUIREMENTS

District

- a. The District shall furnish equipment, materials, and supplies necessary to properly perform the requirements under this contract and scope of work.
- b. The District shall provide all necessary training for the IEP software (currently e-IEPPro from MediaNet Solutions) as well as the Medicaid Direct Service Claiming, if necessary.
- c. If the District finds a permanent employee of the District and outside contracted services will no longer be needed, the District shall provide the Contractor with a two week notice (10 business days).
- d. The District reserves the right to terminate any assignment based on firm/individual's inability to support contract by failing to provide adequate personnel, services, repeated lateness or unacceptable services.
- e. The student's success and comfort with selected individual shall be paramount. The District reserves the right to request a new provider for any active engagement based on District', parent or student input.
- f. The District reserves the right to request a buy-out clause at any time during an individual engagement.

Contractor

- a. Contractor shall provide to the District a current resume, valid fingerprint clearance card, and current copy of applicable Arizona License Registration/Certification prior to interview for specific placement, or upon request from the District.
- b. Contractor is responsible for maintaining current licenses and/or certificates as required by state/federal laws.
- c. Contractor that works directly with children shall have an Arizona DPS Class I and II fingerprint clearance card with IVP noted.
- d. Full time and/or part time services shall be provided at the District's location unless otherwise arranged and agreed upon by the District.
- e. Service shall be provided only when school is in session (180 days or less), unless otherwise arranged and agreed upon by the District.
- f. Contractor shall not provide services on school district properties until a valid purchase order or an official notice to proceed is issued by the District.
- g. Contractor shall provide a Certificate of Insurance listing the District as an Additional Insured within ten calendar days after issuance of purchase order or upon request by the District.
- h. Contractor may be required to record IEP documentation using the District's online IEP software system.

SCOPE OF WORK

- i. Contractor shall be registered with AHCCCS and provide their identification number and documents applicable to related services
- j. Contractor may be required to complete all necessary documentation related to this program.
- k. Contractor shall include the following information in their invoices: name of provider, type of service provided, billable rates, dates/times of hours being billed by Student ID#, and any applicable time sheets.
- l. Travel time between sites is included as part of the billable workday, however mileage is not a reimbursable expense under this contract.

4. SCOPE OF SERVICES

The selected outside provider(s) for special education services will be required to provide the following specific services but not limited to:

- a. Provide instructional service/therapy to students
- b. Response to referrals for evaluations from Individualized Educational Program (IEP) Teams
- c. Coordinate and complete evaluations for students
- d. Participate in IEP meetings for students requiring services
- e. Provide consultation and technical assistance to staff and parents
- f. Provide up to date information to staff and parents about materials, equipment, and methods
- g. Provide up to date information to Special Programs Director and staff about legal requirements
- h. Provide needed training to District staff to enable them to assist in and carry out related IEP goals
- i. Troubleshoot problems experienced by District staff in operation of materials and equipment
- j. Registered in the MIPS system and be a Qualified Medical Provider in order to complete DCS Medicaid billing if applicable
- k. Follow District policies for confidentiality

5. MINIMUM QUALIFICATIONS

Speech Language Pathologist

- a. Shall possess Arizona Department of Health Services Speech & Language Licensure
- b. Shall possess a Master's Degree in Speech & Language Pathology
- c. Shall possess certification by the American Speech & Hearing Association (CCC-SLP)
- d. Shall possess ADE Teaching Certificate-Speech Language Pathologist (Pre K - 12)
- e. Shall possess current Arizona AHCCCS ID and maintain enrollment as an AHCCCS provider
- f. Experience working in a K-12 environment

Speech Language Pathologist Assistant shall possess a current Arizona License/Certificate and have experience working in a K-12 environment.

Occupational Therapist

- a. Shall possess a Bachelor of Science Degree from an accredited school of Occupational Therapy, supplemented by supervised clinical training in Occupational Therapy
- b. Shall be registered as an Occupational Therapist
- c. Shall have two years as an Occupational Therapist in a school district and/or pediatrics
- d. Shall possess current Arizona AHCCCS ID and maintain enrollment as an AHCCCS provider
- e. Shall possess the ability to plan and schedule children's treatment programs
- f. Provide Music Therapy, if available

Occupational Therapist Assistant shall possess a current Arizona License/Certificate and have experience as an OTA in a school District and/or pediatrics.

SCOPE OF WORK

Physical Therapy

- a. Shall possess a Bachelor of Science Degree
- b. Shall be licensed as a Physical Therapist in Arizona by the Board of Medical Examiners
- c. Shall have two years' experience as a Physical Therapist in a school district and/or pediatrics
- d. Shall possess current AHCCCS ID and maintain enrollment as an AHCCCS provider

Physical Therapist Assistant shall possess a current Arizona License/Certificate and have experience as a PTA in a school District and/or pediatrics.

Psychologist

- a. Shall possess a Graduate degree from NASP-approved school, Psychology program preferred
- b. Shall possess Arizona School Psychologist certificate
- c. Shall have experience as a school psychologist (preferably in a public school)
- d. Shall have experience consulting with parents, teachers, and administration regarding special education law, special education eligibility, and strategies for supporting the academic and behavioral needs of students
- e. Shall possess knowledge of Federal and State Special Education laws
- f. Bilingual (English/Spanish preferred)

Special Education Teacher

- a. Shall possess a Special Education Certificate (according to AZ Department of Education requirements)
- b. Shall possess an Arizona Teaching Licensure
- c. Shall have specific certification where applicable – examples:
 - 1) Early Childhood Education Certificate for Preschool Special Education Teachers
 - 2) CC for Cross Category Specialists
 - 3) Middle or High School certificates for specialties teaching special education students at those level, particular to subject matter, Math, Science, English, etc.
- d. Shall have experience in teaching special education and IEP writing, meetings etc.

Board Certified Behavior Analyst

- a. Shall possess BCBA License
- b. Shall have experience working with children

Nurses RN or LPN

- a. Shall possess a valid Arizona State Board of Nursing License
- b. Shall possess current CPR Certification
- c. Experience in elementary, middle, or high school setting preferred
- d. Shall be certified as a LPN or RN

Certified Nurse Assistant

- a. Shall have completed a CNA training program approved by the Board of Nursing
- b. Shall have passed the written and practical portions of the CNA competency exam and have valid license

Sign Language Interpreters

SCOPE OF WORK

- a. Shall possess a high school diploma or GED (required), but Bachelor's Degree preferred
- b. Shall meet all federal and state educational and testing requirements
- c. Successful completion of appropriate interpreting training program, as determined by DPED director, e.g., Registry of Interpreters for the Deaf (RID) certification, Certification of Interpretation (CI) or Certification of Transliteration (CT), National Association of the Deaf (NAD) level 3 or above or Educational Interpreter Performance Assessment (EIPA) level 3.5 or above
- d. Experience with interpreting in an education setting required; two years of experience preferred
- e. Knowledge of Registry of Interpreting for the Deaf (RID) and/or National Association of the Deaf (NAD) code of ethics and guidelines for educational interpreters
- f. Basic knowledge of child development and language development

Audiologist

- a. Shall possess a Doctorate Degree
- b. Shall possess an Arizona Certification for Audiologist
- c. Experience working with pediatrics

Vision/Hearing Teacher

- a. Shall possess an Arizona Department of Education certificate in Vision or Hearing
- b. Shall possess a Bachelor's Degree

Paraprofessional/Instructional Assistant

- a. Shall possess a high school diploma or GED
- b. Shall possess a First Aid and CPR certificate
- c. Certification in QBS and/or Boys Town preferred
- d. Experience in a public school system preferred

EVALUATION CRITERIA

Representatives of the District will evaluate the proposals and rank them from the one most likely to the one least likely to meet the District's needs, and satisfy the requirements of the RFP. The District may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, the District reserves the option to enter into discussion on pricing and/or other portions of the proposal, and may request Best and Final offers if it is determined to be in the District's own best interest. However, offering firms are cautioned that the District may proceed with an award on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or Best and Final offers.

Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:

- A. Cost** – The overall cost of service submitted by offeror. While cost is a significant factor in considering placement of the award(s), it is not the only factor and will not be based solely upon the lowest fees submitted.
- B. Experience and Expertise** – Previous experience of the firm in general as well as that of the individual(s) assigned to work with the District. Preference shall be given to those firms who are able to demonstrate a level of competence in successfully performing this type of service within educational (classroom) settings. The overall qualifications of key personnel shall be considered, to include a review of educational and professional employment background, certification, license status, etc.
- C. Method of Approach** – The overall method of approach in providing the requested specified services shall be evaluated, including the methods and objectives the offeror proposes to use in order to fulfill the services and requirements as outlined.
- D. Responsiveness** – Overall responsiveness of the proposal in clearly stating and understanding the scope of work and providing the required information at time of RFP submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered.

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

1. SUBMITTAL REQUIREMENTS

Prepare and submit an **electronic proposal** through BONFIRE:

<https://pvschools.bonfirehub.com/portal>

An electronic PDF proposal is required using the BONFIRE online portal. Proposals will be electronically date and time stamped when received. Submittal instructions for BONFIRE are found on the last page of this document under Exhibit A.

2. PROPOSAL FORMAT

Each proposal should be submitted on the forms and in the format specified in the RFP. The material should be in sequence and related to the RFP. The District will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Each proposal should contain a table of contents with a clear and complete identification of the materials submitted by section and page number. Proposals should also contain Tabs for each section as indicated below. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

The proposal should include at least the following information:

Tab 1 General Information

- A. Provide a letter of interest, stating the firm's interest in providing the specified service program, a brief history of the firm, length of time offering services, location of main office/headquarters, etc.
- B. Provide a signed statement by the authorized individual indicating the full and complete understanding of the requirements and scope of work detailed within the RFP and the ability of that firm to comply with all terms, requirements, and conditions of resultant contract.

Tab 2 Experience and Expertise

- A. Summarize the firm's/individual's experience of similar types and sizes of assignments.
- B. Provide detailed information on the key personnel who will be selected to manage, oversee, and actually perform the specified services. Include resumes or bios, certification and educational background, and experience providing the services offered, role of the key individuals, and authority level of personnel to make decisions on behalf of the firm.
- C. Provide copies of all certificates/licenses held by proposed individual to perform services. If submitting as a managing firm, detail your plan to recruit, hire, and maintain personnel that meet the requirements as outlined herein.
- D. Performance Evaluation Surveys: A minimum of 3 "Performance Evaluation Surveys" forms (page 35) should be sent to clients to complete and return to you or send directly to Paradise Valley Unified School District. All surveys collected by your firm should be submitted in this section with your sealed proposal. If time does not permit your firm to include forms received in your sealed proposal, your client may send forms directly to Leslie Small, (lsmall@pvschools.net), via email by the due date and time for consideration in evaluations.

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

Tab 3 Method of Approach

- A. Describe your firm's policy in releasing an individual from employment contract in the event the District wishes to pursue offering permanent employment to one of your firm's temporary employee (including any waiting period or buy-out costs). If a firm cost or formula is not specified, or nothing is indicated, District will not pay any buy-out costs. The District will reject any indication that costs are determined on a "case-by-case" or "individual" basis:
- B. Describe the methods and objectives that the offeror proposes to use to fulfill the requirements of the General Requirements, Scope of Services, and Minimum Qualifications as outlined on pages 24-27.

Tab 4 Cost – Complete the attached pricing section (pages 31-32) and provide additional detail for any fees that may be charged to the District during term of engagement. The District will not pay for any fees that are not clearly identified within this section.

Tab 5 Responsiveness- Supplemental Forms

- A. Proposal and Acceptance Form (page 33)
- B. Amendment acknowledgement (if applicable)
- C. Performance Evaluation Survey (page 34)
- D. Confidentiality/Proprietary Submittals Form (page 35)
- E. Deviations/Exceptions Form (page 36)
- F. Conflict of Interest Disclosure Form (page 37)
- G. Certificate of Insurance (page 38 sample copy is acceptable)
- H. Non-Collusion Affidavit Form (page 39)
- I. Vendor Contact Form (page 40)
- J. IRS W-9 Form (page 41)
- K. Edgar Certification (pages 42-46)

Tab 8 Supplemental End-User Agreement – If District will be required to sign any supplemental agreement a sample agreement shall be included. Please be advised, that terms and conditions contained in this solicitation document will prevail and supersede any inconsistent terms and conditions contain in your firm's supplemental end-user-agreement. Agreements containing the following language will not be accepted: terms beyond one year; waiver of right for a jury trial; requirement of upfront payment by District when purchase order is placed; entire agreement language that supersedes Terms and conditions of this contract; governing laws outside of Arizona; and auto-renewal language.

Tab 7 Miscellaneous – provide any additional information that will add value to the firm's offer.

PRICE SHEET

Vendor Name: _____

Offerors shall clearly detail all proposed hourly rates for specified services provided. Charges that are not clearly identified within this pricing schedule shall not be reimbursed by the District. Offerors are not required to submit for all categories to be considered. Hourly rates are to remain firm/fixed for the first year of the contract: Year 1 – 07/01/2024 through 06/30/2025.

		Evaluation Assessment Services <i>Hourly Rate</i>	Consultation/ Training Services <i>Hourly Rate</i>	Therapy Services <i>Hourly Rate</i>	Bilingual Services <i>Hourly Rate</i>	Bilingual Assessments <i>Hourly Rate</i>	Assistant <i>Hourly Rate</i>
Speech Language Pathologist		\$	\$	\$	\$	\$	\$
Occupational Therapist		\$	\$	\$	\$	\$	\$
Physical Therapist		\$	\$	\$	\$	\$	\$
Psychologist		\$	\$	\$	\$	\$	
Board Certified Behavior Analyst		\$	\$	\$	\$	\$	
Nurses	RN	\$	\$	\$	\$	\$	
	LPN	\$	\$	\$	\$	\$	
	CNA	\$	\$	\$	\$	\$	
Audiologist		\$	\$	\$	\$	\$	
Vision Teacher		\$	\$	\$	\$	\$	
Hearing Teacher		\$	\$	\$	\$	\$	

Overtime should not be included in the hourly rate. Overtime is only given if necessary and approved by the District Administration.

PRICE SHEET

SPECIAL EDUCATION TEACHER: \$ _____ Hourly Rate

SIGN LANGUAGE INTERPRETERS: \$ _____ Hourly Rate

PARAPROFESSIONAL/INSTRUCTIONAL ASSISTANT: \$ _____ Hourly Rate

OTHER EVALUATIONS: Provide fee per evaluation for each area you are qualified to evaluate:

Compute accessibility and need	\$ _____
Need for communication aids	\$ _____
Adaptive/Mobility devices	\$ _____
Training/Technical assistance	\$ _____
Orientation Mobility	\$ _____
Other: _____	\$ _____

CONTRACT EXTENSIONS: In the event the District exercises its option to extend the contract for additional fiscal years as allowed, the offeror must provide a not-to-exceed percentage for each extension period as listed below. Hourly rate increases shall not exceed the percentages indicated for each additional year.

Year Two (07/01/2025 through 06/30/2026): _____ %

Year Three (07/01/2026 through 06/30/2027): _____ %

Year Four (07/01/2027 through 06/30/2028): _____ %

Year Five (07/01/2028 through 06/30/2029): _____ %

Contract extensions for each year shall not automatically renew without the proper execution of a contract amendment issued by the District.

PROPOSAL AND ACCEPTANCE FORM

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No. _____

Tax Rate: _____%

_____ Company Name

_____ Address

_____ City State Zip

For clarification of this Proposal, contact:

Name: _____

Phone: _____

Fax: _____

E-Mail: _____

_____ *Signature of Person Authorized to Sign Proposal*

_____ Printed Name

_____ Title

CERTIFICATION

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

1. The submission of the Proposal did not involve collusion or other anti-competitive practices Offeror has taken steps and exercised due diligence to ensure that no violation of ARS § 15-213 (O), AAC R7-2-1033 (J) and AAC R7-2-1042 (A.1.1) have occurred.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or ARS §§ 41-1461 through 1465.
3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees, which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law.
5. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with ARS § 35-393, the Offeror certifies that they are not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of Israel.
7. In accordance with A.R.S. § 35-394, the offeror 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.
8. In accordance with ARS § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this Proposal, the Offeror acknowledges that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
10. By submission of this Proposal, the Offeror acknowledges that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan or cooperative agreement.

ACCEPTANCE

The Proposal is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 25-001 Special Education Contracted Services

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

Awarded this _____ day of _____ 20_____

This contract shall be effective this _____ day of _____ 20_____

Director of Purchasing

PERFORMANCE EVALUATION SURVEY

Subject: RFP 25-001 SPECIAL EDUCATION CONTRACTED SERVICES

Company Being Surveyed: _____

To Whom It May Concern:

The Paradise Valley Unified School District is currently undergoing Performance Evaluations for the vendor listed above regarding their response to a current solicitation. The information will be used to determine the Past Performance and Qualifications of the above firm. The District would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below.

Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied because of very poor performance**). If you do not have sufficient knowledge of in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	
2	Quality of Services Provided	(1-10)	
3	Quality of Customer Service	(1-10)	
4	Quick Response Time	(1-10)	
5	Ability to Maintain Confidentiality	(1-10)	
6	Close Out Process (Billing and Invoicing) is accurate and conformed to contract pricing.	(1-10)	
7	Ability to follow your agency's rules, regulations, and requirements	(1-10)	
8	Communication	(1-10)	
9	Firm demonstrated knowledge, experience, and competence in their services.	(1-10)	
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	

Total Points _____

Any additional comments regarding vendor/services provided: _____

Signature

Date

Printed Name

Title

Organization

Phone Number

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so they can include in their response.

If preferred, you may email this form directly to Leslie Small at lsmall@pvschools.net

PLEASE RETURN THIS FORM NO LATER THAN MARCH 7, 2024 @ 2:30 PM, AZ TIME.

CONFIDENTIAL / PROPRIETARY SUBMITTAL FORM

Confidential/Proprietary Submittal (mark one):

No confidential/proprietary materials included.

Confidential / Proprietary materials included. Offerors should identify below any portion of their Offer deemed confidential or proprietary. Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information. The District will be the final judge if materials will be accepted as confidential or not. Request to deem the entire Offer or price as confidential will not be a consideration.

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

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

Company Name

Authorized Signature

Date

Printed Name and Title

DEVIATIONS / EXCEPTIONS FORM

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

Deviations / Exceptions (mark one):

No Deviations / Exceptions

Deviations / Exceptions Taken (explain in detail – attach additional pages if needed):

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

Company Name

Authorized Signature

Date

Printed Name and Title

CONFLICT OF INTEREST DISCLOSURE FORM

Vendors interested in conducting business with Paradise Valley Unified School District (District) shall complete and return this form to be eligible to be awarded a contract resulting from this solicitation.

Vendor shall comply with the terms below and as prescribed by the State of Arizona in accordance with ARS § 38-502, ARS § 15-213 (O), AAC R7-2-1024 (B.1.q), and AAC R7-2-1003 (J).

Vendor Name:	
Address:	
Email:	
Phone:	

Certification:

I hereby certify the following based on my actual knowledge:

1. No actual or reasonably foreseeable conflict of interest between the District and the vendor exists.
2. No District official, employee, or employee's relative has an ownership interest in vendor or is deriving personal financial gain from this contract.
3. No District official, employee, or employee's relative is contemporaneously employed or prospectively employed by the vendor.
4. Vendor hereby declares it has not and will not offer, confer or agree to confer any personal gift or benefit on a District official, employee, or employee's relative.
5. Any exceptions to the above certification are noted below and, if necessary, a new certification will be provided if exceptions arise during the term of this contract or subsequent contracts.

Conflict of Interest Disclosure	
Name of District official, employee, employee's relative:	
Potential Conflict (e.g., Relationship, Ownership, Financial Gain, Employment):	

By submitting this completed form, I attest that the answers provided are true and accurate as of the date of this disclosure.

Signature of Authorized Vendor Representative

Date

Printed Name and Title

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) _____

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$

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

CERTIFICATE HOLDER Paradise Valley Unified School District 15002 N. 32 nd Street Phoenix, AZ 85032	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

NON-COLLUSION AFFIDAVIT FORM

State of _____

County of _____

Name

Title

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine and such Proposal is neither a sham nor collusive, nor is such Proposal made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive Proposal, or induced or solicited any other Offeror to refrain from submitting a Proposal.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Offeror.

That Offeror has taken steps and exercised due diligence to ensure that Offeror 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 ARS § 15-213 (O), AAC R7-2-1042 (A.1.L), and AAC R7-2-1003 (J).

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of

_____, 20_____

Notary Public: _____

My Commission Expires: _____

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

Remote online notarization is permitted in Arizona under A.R.S. §41-371 through 41-380 and should contain the statement "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>.

VENDOR CONTACT FORM

COMPANY NAME: _____

PURCHASE ORDERS:

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Orders to: _____

Fax Orders to: _____

Paradise Valley Unified School District purchase order terms, conditions and instructions can be found at <http://www.pvschools.net/domain/77>

REMIT ADDRESS:

Same as above

Remit Name: _____

Address: _____

City: _____ State: _____ Zip: _____

CONTACT INFORMATION:

	Phone	Email
Customer Service		
Accounts Receivable		
Other: _____		
Other: _____		

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

2CFR SECTION 200 CERTIFICATIONS

The following certifications and provisions are required and apply when the Paradise Valley Unified School District ("District") 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 Paradise Valley Unified School District and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

(A). Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

(B). Termination for Cause or Convenience

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

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

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

(C). Equal Employment Opportunity

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

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

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

(D). Davis-Bacon Act

[Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project] Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C.

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3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

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

(G). Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

(H). Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR

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180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

(I). Byrd Anti-Lobbying Amendment

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

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

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

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

(J). Procurement of Recovered Materials

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

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

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

(K). Domestic Preferences for Procurements

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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. For purposes of 2 CFR Part 200.322, "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. Moreover, for purposes of 2 CFR Part 200.322, "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.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will 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).

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

(L). Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

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

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CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

[Only Applicable to Contracts funded under the National School Lunch Program] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

EXHIBIT A

BONFIRE SUBMISSION INSTRUCTIONS

Paradise Valley Unified School District utilizes an online public portal known as BONFIRE to accept electronic copies of proposals. Bidders must register with Bonfire to submit bids electronically. To register your company, please visit [Bonfire](#). Registration is easy and free!

Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission or visit the help forum at <https://bonfirehub.zendesk.com/hc>.

Please follow these instructions to submit via the BONFIRE public portal.

1. Prepare your submission materials:

<i>Requested Information/Document</i>	<i>File Type/Format</i>	<i>Maximum # Files</i>
Proposal	PDF (.pdf)	1

- Note the type and number of files allowed. The maximum upload file size is 100 MB.
- **Do not embed** any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at: <https://pvschools.bonfirehub.com/portal>

- Your submission must be uploaded, submitted, and finalized prior to the Closing Time of:

March 7, 2024 AT 2:30 P.M. ARIZONA TIME

- We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

- Each item of Requested Information/Document will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.