BUCKEYE ELEMENTARY SCHOOL DISTRICT #33
NOTICE OF REQUEST FOR PROPOSAL
RFP #13-002

JOB ORDER CONTRACTING SERVICES:
EMERGENCY ON CALL REPAIR
AND CAPITAL REPAIR SERVICES

Proposal Due: Friday, September 14, 2012
Time LOCAL: 2:30 PM
Opening Location: Buckeye Elementary School District #33
25555 West Durango
Buckeye, AZ 85326

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposal for the material or services specified will be received by the Buckeye Elementary School District #33, at the above specified location, until the time and date cited. Proposal received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made.

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

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

This Proposal is being done by the Buckeye Elementary School District as a member of the Strategic Alliance of Volume Expenditures “SAVE.” While this Proposal is for the Buckeye Elementary School District, 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. 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 Offeror may limit “piggybacking” of this award. Individual public entities would negotiate service with successful Offerors using the Proposal pricing specified herein. No volume is implied or guaranteed.

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

Mundi Wallace
Procurement and Finance Coordinator
623.925.3415 or mwallace@besd.k12.az.us
Fax 623.386.6063
Strategic Alliance for Volume Expenditures

SAVE --- Cooperative Purchasing Agreements

This proposal is being done by the Buckeye Elementary School District #33 as a member of the Strategic Alliance of Volume Expenditures (SAVE). Below is a list of current member in the Consortium who potentially may wish to utilize this contract. No volume is implied or guaranteed.

The following **247** agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as of **January 10, 2012**.

<table>
<thead>
<tr>
<th>Municipalities</th>
<th>Counties</th>
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<tbody>
<tr>
<td>City of Apache Junction</td>
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<td>City of Yuma</td>
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<td>Town of Buckeye</td>
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<td>Town of Camp Verde</td>
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<tr>
<th>Higher Education</th>
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<td>Arizona State University</td>
<td>Arizona Supreme Court</td>
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<td>Central Arizona College</td>
<td>Central Arizona Water Conservation District (CAWCD)</td>
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<td>Central Arizona Valley Institute of Technology (CAVIT)</td>
<td>Central Yavapai Fire District</td>
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<td>Cochise County Community College District</td>
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<tr>
<td>Academy, Pima Partnership High School &amp; Phoenix Collegiate High School</td>
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<td>University of Arizona</td>
<td>Yavapai College</td>
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Maricopa Integrated Health System
Mountain Institute JTED
Mt. Lemmon Fire District
North Country Community Health Center
Northeast AZ Tech Institute of Voc Ed
Pima County Joint Technology District #11 (JTED)
Pima County School Reserve Fund
Superior Court of Arizona, Maricopa County
Superstition Mtn Community Facilities District
Tucson Airport Authority
Valley Metro Regional Public Transit Authority
Phoenix-Mesa Gateway Airport Authority

School Districts
Agua Fria Union High School District # 216
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
Avondale Elementary School District #44
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
Buckeye Elementary School District #33
Buckeye Union High School District #201
Bullhead City Elementary School District #15
Camp Verde Unified School District #28
Cartwright Elementary School District #83
Casa Blanca Middle School dba Vah Ki Middle School
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
Coconino County Regional Accommodation District #99
Colorado River Union High School District
Continental Elementary School District #39
Coolidge Unified School District #21
Cottonwood-Oak Creek School District #6
Crane Elementary School District # 13
Deer Valley Unified School District #97
Double Adobe Elementary School District #45
Douglas Unified School District #27
Dysart Unified School District # 89
East Valley Institute of Technology
Eloy Elementary School District #11
Elfrida Elementary School District #12
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
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
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
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
Mayer Unified School District #43
Mesa Unified School District # 4
Mobile Elementary School District #86
Mohave Valley Elementary School District #16
Mohawk Valley School District # 17
Morenci Unified School District #18
Murphy Elementary School District #21
Naco Unified School District #9
Nadaburg Elementary District #81
Nogales Unified School District # 1
Osborn Elementary School District #8
Page Unified School District #8
Paradise Valley Unified School District #49
Phoenix 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
Pendengast 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
Pine Strawberry Elementary School District #12
Pinon Unified School District #4
Prescott Unified School District #1
Quartzsite Elementary School District #4
Queen Creek Unified School District #95
Red Mesa Unified School District
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
Sanders 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
Sentinel Elementary School District #71
Show Low Unified School District #10
Sierra Vista Unified School District #68
Snowflake Unified School District #5
Somerton Elementary School District #11
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
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
This solicitation is being done by Buckeye Elementary School District #33 as a member of the Strategic Alliance for Volume Expenditures (SAVE) and is acting as lead public entity. Any contract resulting from this solicitation shall be for the use of the consortium members. In order to participate in any resultant contract, a public entity must have entered into a cooperative purchasing agreement with the consortium. **No volume is implied or guaranteed.**

Buckeye Elementary School District anticipates spending $1,000,000 for the 2012-2013 school year, however, no volume is implied. The following entities have expressed interest in utilizing this contract with an estimated $8,607,000 annual volume. Total expenditures are estimated at $10,000,000.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Buckeye Elementary School District</td>
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<td>Littleton Elementary School District</td>
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<td>Tolleson Union High School District</td>
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<td>Total</td>
<td>$8,607,000</td>
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<td>I.R.S. W-9 Form</td>
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**DOCUMENTS REFERENCED:**

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

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

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: [http://azsos.gov/public_services/Title_07/7-02.htm#Article_10](http://azsos.gov/public_services/Title_07/7-02.htm#Article_10)

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

As used in these instructions, 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” means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Proposal and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

C. “Contract Amendment” means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.

D. “Contractor” means any person who has a contract with the School District/Public Entity.

E. “Days” means calendar days unless otherwise specified.

F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

G. “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.

H. “Offeror” means an Offeror who responds to the solicitation.

I. “Procurement Officer” means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.

J. “Responsible Offeror” means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.

K. “Responsive Offeror” means the Offeror who submits a Proposal that conforms in all material respects to this Request For Proposals, Instruction to Offerors and the Plans and Specifications which are incorporated herein by this reference.

L. “Solicitation” means a Request for Proposal (RFP).

M. “Solicitation Amendment (or Addendum)” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

N. “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 furnishing of any material or any service required for the performance of the Contract.

O. “School District/Public Entity” means the School District/Public Entity that executes the contract.

2. Inquiries

A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.

B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person.
The Offeror shall not contact or direct inquires 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 inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Proposal and not be opened until after the Proposal due date and time.

D. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.

E. **No Right to Rely on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to inquires.

F. **Solicitation Amendments/Addenda.** The Solicitation shall only be modified by a Solicitation Amendment or Addendum.

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 or Addendum.

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: No Facsimile or Electronically Submitted Proposals.** 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. A facsimile or electronically submitted Proposal shall be rejected.

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 applicable law.

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

D. **Exceptions to Terms and Conditions.** All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror’s preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.

E. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities in the Proposal.

F. **Cost of Proposal Preparation.** The District will not reimburse any Offeror the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda.** Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Proposal. Failure to
acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for 
acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Proposal.

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

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

J. **Identification of Taxes in Proposal.** School Districts/Public Entities are subject to all applicable state and local 
transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, 
the School District/Public Entity will conclude that the price(s) offered includes all applicable taxes.

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

L. **Solicitation Order of Precedence.** In the event of a conflict in the provisions of this Solicitation and any 
subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Statement of Scope of Work;
5. Specifications;
6. Attachments;
7. Exhibits;
8. Special Instructions to Offerors; and
9. 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. **Proposal Amendment or Withdrawal.** A Proposal may not be amended or withdrawn after the Proposal due 
date and time except as otherwise provided under applicable law.

C. **Public Record.** Under applicable law, all Proposals submitted and opened are public records and must be 
retained by the School District/Public Entity. Proposals shall be open to public inspection after Contract 
award, except for such Proposals deemed to be confidential by the School District/Public Entity. If an 
Offeror believes that information in its Proposal should remain confidential, it shall stamp as confidential 
that information and submit a statement with its Proposal detailing the reasons that information should not 
be disclosed. The School District/Public Entity shall make a determination on whether the stamped 
information is confidential pursuant to the School District/Public Entity’s Procurement Code.

D. **Non-collusion, Employment, and Services.** By signing the Offer and Acceptance form or other official 
contract form, the Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in 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 voluntarily excluded from participation in this transaction by any Federal department or agency; 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. **Additional Proposal Information**

   A. **Unit Price Prevails.** Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

   B. **Taxes.** All applicable taxes in the Proposal will be considered by the School District/Public Entity when evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

   C. **Late Proposals.** A Proposal submitted after the exact Proposal due date and exact time shall be rejected.

   D. **Disqualification.** A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

   E. **Proposal Acceptance Period.** An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).

   F. **Payment.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

   G. **Waiver and Rejection Rights.** Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:

   1. Waive any minor informality;
   2. Reject any and all Proposals or portions thereof; or
   3. Cancel a solicitation.
6. **Award**

A. **Number or Types of Awards.** Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/Public Entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/Public Entity’s interest, “all or none” Proposals shall be rejected.

B. **Contract Commencement.** A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the District/Public Entity with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.

C. **Effective Date.** The effective date of this Contract shall be the date that the Procurement Officer signs the Proposal and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

D. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

7. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative. A protest of a Solicitation shall be received by the District Representative before the Proposal due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

A. The name, addresses, and telephone number of the protester;
B. The signature of the protester or its representative;
C. Identification of the purchasing agency and the Solicitation or Contract number;
D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
E. The form of relief requested.
UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

A. **Arizona Law.** The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

B. **Implied Contract Terms.** Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

D. **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

E. **No Parol Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

F. **No Waiver.** Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

A. **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

B. **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. **Audit.** Pursuant to A.R.S. § 35-214 at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any Subcontractor’s books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

D. **Inspection and Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor’s processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor’s facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.

E. **Notices.** Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/Public Entity.

3. Costs and Payments

A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.

B. Applicable Taxes.

1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.

2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.

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

4. Contract Changes

A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.
5. Risk and Liability

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

B. **General Indemnification.** To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright.** To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure.**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.

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

6. **Warranties**

A. **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens.
B. **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials or services are used;
3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness.** The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

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

E. **Exclusions.** Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

F. **Compliance with Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

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

1. **Contractor’s Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. **School District/Public Entity’s Contractual Remedies**

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

B. **Stop Work Order.**

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

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

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

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

8. Contract Termination

A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Gratuities. The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

C. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
E. Termination for Default

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.

3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.

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

9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and AAC R7-2-155 through R7-2-1181 and rules adopted there under.

10. Cooperative Purchasing

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Strategic Alliance of Volume Expenditures —SAVE is a group of schools/public entities who have signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by a selected eligible School District for the benefit of all eligible School Districts/public entities.

A. An eligible School District/Public Entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other Offeror for the same or similar products, materials, and/or services.

B. The eligible School District/Public Entity shall:

1. Insure that Purchase Orders issued against eligible Consortium Contracts are in accordance with terms and prices established in the Consortium Contract.

2. Make timely payment to the Consortium Contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible School District shall be the exclusive obligation of the School District.

3. Be responsible for the ordering of materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible School District/Public Entity, and the eligible School District/Public Entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible School District.

4. The exercise of any rights or remedies by the eligible School District/Public Entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

11. Gift Policy

The Greater Phoenix Purchasing Consortium of Schools (GPPCS) will accept no gifts, gratuities or advertising products from Offerors. The GPPCS has adopted a zero tolerance policy concerning Offeror gifts. Members of the GPPCS may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.
12. **Integrity of Proposal**

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

13. **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.

14. **Contractor’s Employment Eligibility**

By entering the contract, Contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any Contractor or Subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance is the responsibility of the contractor.

15 **Terrorism Country Divestments**

Per A.R.S. 35-392, the District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

16 **Scrutinized Business operations**

Per A.R.S. 35-391, the School District/Public Entity is prohibited from purchasing from a company with scrutinized business operations in Sudan.

Per A.R.S. 35-393, the School District/Public Entity is prohibited from purchasing from a company with scrutinized business operations in Iran.

17. **Fingerprint Checks**

If required to provide services on school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all Contractors, Subcontractors or Offerors and their employees for which fingerprints are submitted to the District. Contractor, Subcontractors, Offerors and their employees shall not provide services on school district properties until authorized by the District.

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

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

19. **Confidential Information**

Confidential information request: If Offeror believes that its Proposal contains information that should be withheld from public inspection, a statement advising the School District/Public Entity of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Offeror in writing of such determination.

Pricing: The District will not consider pricing to be confidential or proprietary.

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

1. **District Representative**

   In accordance with the “Uniform Instructions To Offerors,” the District Representative is Nate Bowler, Business Manager for Buckeye Elementary School District.

2. **Purpose**

   The intent of the Buckeye Elementary School District is to obtain experienced and qualified General Commercial Contractors (Arizona State Registrar of Contractors B-01, B-02, KB-1 or KB-2 License) to perform miscellaneous construction and repair services, including limited pre-construction design services, for various projects to be determined such as emergency repairs, maintenance, additions, renovations, remodeling, and tenant improvements to school district buildings and facilities utilizing Job Order Contracting (JOC) project delivery method.

3. **Insurance**

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

   Successful Offeror 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 with a deductible of not more than $5,000 and naming Buckeye Elementary School District and Members of the Greater Phoenix Purchasing Consortium of Schools (GPPCS) and Members of the Strategic Alliance of Volume Expenditures (SAVE) as additional insured parties.

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

4. **Licenses**

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

   The Contractor must be licensed in the State of Arizona and must identify the license numbers and type of license as they pertain to this solicitation package. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

5. **Safety**

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

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

6. **Terms of Award**

   The District reserves the right to make a multiple award to more than one contractor. The District reserves the right to extend the contract for four additional one-year contracts, providing services performed by the Offerors are satisfactory to the District and funding is available.
7. **Multiple Award**

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

The District reserves the right to make a multiple award at the discretion of the Governing Board.

8. **Award Basis**

The successful Offeror will be determined by evaluation criteria including but not limited to pricing. The Buckeye Elementary School District reserves the right to award as many term contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone.

9. **Evaluation Overview**

This Request for Proposals (RFP) represents a two-step submission for submitting firms. As part of the first step, firms will be required to submit a Statement of Qualification in response to the “Required Information,” Section (pg. 25) of this RFP. The second step will require firms to submit a separately sealed pricing component. The pricing component shall be submitted in a sealed envelope within the proposal package, and will not be reviewed and scored until the first step “SOQ” has been computed. The committee shall then combine the SOQ scores and pricing scores to determine the final point total.

The JOC contracts shall be awarded to the responsive and responsible Offerors whose proposals receive the highest total score in accordance with evaluation criteria.

10. **Evaluation Committee**

The evaluation committee for this procurement will include an outside architect or engineer and a general contractor. Not less than five and no more than seven members will serve on the evaluation committee. The committee will remain the same through both steps of this JOC process.

11. **General**

A. Submission of a proposal indicates that the Offeror has read and understands this entire Request for Proposals (RFP), and agrees that all requirements of this RFP have been satisfied.

B. Offer must be submitted in the format described in the section titled Proposal Submittals (pg. 24). Proposals should be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. A proposal may not be considered if it is conditional or incomplete.

C. All proposals and materials submitted become the property of the District.

12. **Proposal Presentation**

A. One original and 3 copies of the proposal should be submitted. The original should be marked “ORIGINAL” and the copies should be marked “COPY”. All offers should be submitted with Tabs for each section as noted in this RFP. Only one copy of pricing information is required.

B. The District shall not assume responsibility for any costs related to the preparation or submission of the RFP.

C. Each firm shall be limited in the total number of pages submitted as part of their package. Due to the Offeror's time and cost in preparing this document, along with the challenge of thoroughly reading and evaluating these documents, the District will limit the total number of content pages to 25 (single-sided using minimum 10-point font). Documents that will not be considered in this total shall be resumes, financial statements, letters from financial/insurance institutions, cover page, index, Offer and Acceptance Form, Non-Collusion Affidavit, insurance certificates, W-9 Form, addendum acknowledgments, and tab pages. The District has attempted to streamline the amount of required information as noted below. Firms are strongly encouraged to present their offers in strict accordance with the outline in Required Information.
13. Evaluation Schedule

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Released</td>
<td>Wednesday, August 29, 2012</td>
</tr>
<tr>
<td>RFP Pre-Proposal Meeting (if applicable)</td>
<td>N/A</td>
</tr>
<tr>
<td>RFP Due</td>
<td>Friday, September 14, 2012 @ 2:30pm</td>
</tr>
<tr>
<td>RFP Evaluated</td>
<td>Tuesday, September 18, 2012</td>
</tr>
<tr>
<td>RFP Short List Notification</td>
<td>Wednesday, September 19, 2012</td>
</tr>
<tr>
<td>RFP Interviews (if necessary)</td>
<td>Thursday, September 20, 2012</td>
</tr>
<tr>
<td>RFP Awarded</td>
<td>Monday, September 24, 2012</td>
</tr>
<tr>
<td>Notice of Award Letters</td>
<td>Tuesday, September 25, 2012</td>
</tr>
</tbody>
</table>

14. Non-Exclusive Contract

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

15. Offeror Responsibility

The successful Offeror shall protect all furnishings from damage and shall protect the school district’s property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District.

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

16. Offeror Required Contract/Agreement

If the Offeror will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The District reserves the right to accept or reject all or part of the agreement.

17. Billing

All billing notices must be sent to each District’s Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Buckeye Elementary School District or a member of the GPPCS or SAVE will refer to the RFP number of this Proposal.
Specifications/Scope of Work

1. Background Information
The Buckeye Elementary School District #33, comprised of 6 elementary schools, a pre-school, District Office and Maintenance/Transportation Facility, is located in Buckeye, Arizona.

2. District Expectations
The District will not guarantee any set amount for minimum or maximum work to be performed under this contract. It is anticipated, however, that between $5,000.00 and $1,000,000.00 per year could be awarded, provided the successful firm(s) meets the expectation of the District in performing quality work. It is critical that the awarded contractor(s) be able to take full advantage of the summer window. The ability of the successful firm(s) to work flexible schedules during the course of the school year is another desired outcome of this procurement process.

3. Job Order Contracting (JOC) - An Overview
A Job Order Contract (JOC) is a competitively procured, fixed-price indefinite-quantity contract. It is placed with a Contractor for the accomplishment minor construction, emergency repair, rehabilitation, and alteration services throughout the District. Ordering is accomplished by issuance of a Work Order against the Contract. Under the JOC concept, the Contractor furnishes management, labor, materials, and equipment needed to perform the work.

The Job Order Contracting will consist of two methods for pricing of a Work Order against the Contract. The Owner will determine which method will be used for a particular Work Order. These methods include:
A. Pricing using a Unit Price Book (UPB) with a coefficient. This method utilizes the following Cost Data book as published annually by the R.S. Means Company, Inc.: 2012 Means Facilities Construction Cost Data. Proposers will offer a coefficient for General Construction for normal working hours to be applied to the UPB unit price. These coefficients will be proposed separately, in a sealed envelope, but included with the proposal package.

B. Non pre-priced work with a profit and overhead factor. This method of pricing consists of obtaining at least three quotes from a list of pre-qualified subcontractors for each trade, selecting the lowest quotes, then applying the overhead and profit factor, and attaching a detailed cost breakdown for the lowest quotes to the cost proposal which results in an agreed upon fixed price for the work. The overhead and profit factor will be proposed separately, in a sealed envelope, but included with the proposal package.

As Job Order Contract requirements are identified, a Contractor will be issued a request for a work order proposal and will be required to develop an estimate for the work required. The Contractor will submit their work order proposal to the Owner. This work order proposal will be compared with an independent Owner estimate. If the Contractor’s proposed quantities are found reasonable, a Work Order may be issued for an agreed upon fixed price.

Proposer may self-perform any or all work. Any self-performed work is subject to review as work to be subcontracted.

4. Typical Work
The scope of work will include minor construction, emergency repair, rehabilitation, and alteration services throughout the District. The work will be limited so that the total final cost of any job order will not exceed $1,000,000.00.

5. Warranty
All work performed under this contract shall include a two-year warranty that will be effective at the date of final completion.
Proposal Submittals

Each Offeror must supply one (1) original offer, marked with the company name and “ORIGINAL” on the cover in large easy-to-read letters and three (3) full copies of each proposal, each marked with the company name and “COPY” on the cover in large easy-to-read letters. Each Offeror must also submit (1) price proposal in a separate sealed envelope, within the proposal package marked, “PRICE PROPOSAL.”

Submit a letter of interest to include index tabs with Table of Contents.

Tab 1: Firm Information, Capabilities and Qualifications

Tab 2: Experience and Expertise of Firm

Tab 3: Method of Approach

Tab 4: Personnel

Tab 5: Subcontractors

Tab 6: Financial, Bonding and Insurance Information

Tab 7: References

Price Proposal (Separate Sealed Envelope)

Supplemental Form (Completed and Submitted in Proposal Package
- Offer and Acceptance
- Deviations and Exceptions
- Addenda Acknowledgement
- Non-Collusion Affidavit
- Drug-Free Workplace and Certification
- W-9 Form
REQUIRED INFORMATION
1000 points available

Tab 1
1. Firm Information, Capabilities and Qualifications (50 points)
   A. Name of firm, year founded.
   B. Address of principal’s office.
   C. Primary individual to contact (Phone/ Fax number/Email Address)
   D. Form of business organization (Corporations, Partnership, Individual Joint Venture, other).
   E. Provide an organization chart showing key personnel.
   F. List the Arizona professional and contractor licenses held by the firm.
   G. Provide information on firm’s safety record.

Tab 2
2. Experience and Expertise of Firm (200 points)
   A. Provide a statement of your experience providing job order construction services over the past few years.
   B. Provide a list of your job order contracts. Include date(s) of contract(s), contracting agency, and price method used.
   C. Provide a description of your philosophy and experience partnering as a member of a team consisting of the owner, owner’s customers and clients, and the contractor.
   D. Provide a description of your experience working on education based projects, working on multiple projects simultaneously, and working during limited time frames such as summer breaks and during a typical school year.

Tab 3
3. Method of Approach (150 points)
   A. Describe firm’s ability to work flexible schedules during the course of a school year.
   B. Explain your plan to ensure prompt responses to job order requests.
   C. Describe plan for emergency projects within the District
   D. Describe the specific software program(s) your firm uses in developing job estimates.
   E. Explain any limitations you will have geographically or in having simultaneous job orders.
   F. Detail procedures for inspecting work to ensure quality.
   G. Explain how you stay on schedule.
   H. Design service may be required as part of the services under this procurement. If design services are required, explain how you will provide these services.
   I. Describe your safety plan and detail how it will be implemented relative to this procurement.

Tab 4
4. Personnel (100 points)
   A. Provide information about the firm’s in-house and on-site staff dedicated to Job Order Contracting Services.
   B. Provide resumes for key personnel who will be assigned to support the District.
   C. Identify the primary contact person who will represent the firm and interface with District facility group.

Tab 5
5. Subcontractors (100 points)
   A. Describe your plan for recruiting subcontractors, particularly in the local communities where work will be performed.
   B. Provide a statement of your subcontractors' experience providing the services, particularly in a job order contract setting.
   C. Provide a plan for how your firm will select and qualify subcontractors for any work that may be approved through the JOC program.

Tab 6
6. Financial, Bonding and Insurance Information (100 points)
   A. Provide either an “audited” financial statement or a “reviewed” financial statement representing the past two years (District prefers audited statements). Firms shall clearly define which version they are submitting. Financial statements shall be complete and in accordance with generally accepted financial guidelines.
   B. Provide a letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history.
C. Provide a letter from your bonding company indicating the ability to bond job orders under the contract, your maximum cumulative bonding limit, and your current bonding available capacity.

D. Provide a certificate of insurance indicating that your firm possesses proper insurance coverage. A sample certificate may be provided. However, before any orders are processed, the successful contractor must provide a certificate that names the District as the certificate holder.

E. Identify any judgment of liens against the firm within the last three years.

F. Identify any current unresolved bond claims against the firm.

G. Identify any deficiency orders issued against the firm by the Arizona Registrar of Contractors with the last three years.

H. Identify any filing under the United States Bankruptcy Code, assignments for the benefit of creditors, or other measures taken for the protection against creditors during the last three years.

J. Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.

Tab 7
7. References (50 points)
A. Provide (5) references: Contact information (name, entity, title, phone, email) of Owners you have completed similar services for.

Pricing (250 points) pricing information must be in a separate sealed envelope within this RFP submission. Only one (1) copy is required of the pricing section.

A. Provide price coefficient that will be applied to the following Unit Price Book (UPB): R.S. Means Company, Inc.: 2012 Means Facility Construction Cost Data.

1. Proposers shall offer a coefficient for General Construction for normal working hours (M-F, 7am to 5pm, except holidays) to be applied to the UPB unit price.

2. Proposers shall offer a coefficient for General Construction after working hours (M-F, 6pm to 6am, including holidays and weekends) to be applied to the UPB unit price.

The Proposal shall be “net”, (e.g., 1.1000) or an adjustment “decrease from” (e.g., .9500) or “increase to” (e.g., 1.1000) to the unit prices listed in the UPB.

The Proposer’s coefficient must contain allowances for overhead, profit, bond premiums, insurance, mobilization, work order proposal development, design services, and all contingencies in connection therewith.

B. Provide a profit and overhead factor for non-pre-priced work. The Profit and Overhead factor (contractor’s fee) will be a percentage increase to the direct costs of the Work.

Please list Contractor’s proposed fee per project size:

$0-$49,999: ________________

$50,000-$99,999: ________________

$100,000 - $249,999: ________________

$250,000 - $499,999: ________________

$500,000 - $999,999: ________________

$1,000,000: ________________
PROPOSAL AND ACCEPTANCE

OFFER

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

Arizona Transaction (Sales) Privilege Tax License No.: For clarification of this Proposal, contact:

______________________________________________

Federal Employer Identification No. __________________________

______________________________________________

Tax Rate: ____________________ %

______________________________________________

Company Name

Address

City State Zip

Signature of Person Authorized to Sign Proposal

Printed Name

Title

CERTIFICATION

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

1. The submission of the Proposal did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. 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.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-391, the Offeror does not have scrutinized business operations in Sudan.
6. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
7. In accordance with A.R.S. § 35-393, the Offeror does not have scrutinized business operations in Iran.
8. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. 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.

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 School District/Public Entity.

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

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

Awarded this _____________ day of ____________________________ 20 ________

____________________________________

Authorized Signature
STATEMENT OF NO BID

If you are not responding to this service/commodity, please complete and return only this form to: Buckeye Elementary School District, 2555 West Durango, Buckeye, AZ 85326 or fax it to the attention of the Purchasing Department 623-3866063. (Please print or type, except signature)

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

COMPANY NAME: ___________________________________________________________

ADDRESS: ___________________________________________________________________

CITY: __________________________ STATE: _______ ZIP: __________

CONTACT PERSON: ______________________ TELEPHONE: ___________________

We, the undersigned, have declined to respond to your RFP #13-002, Job Order Contracting Services: Emergency On Call right of way repair and capital repair services because of the following reasons:

Service/Commodity
________ We do not offer this product or the equivalent.

_______ Insufficient time to respond to this solicitation.

________ Remove our name from this list only.

_________ Our product schedule would not permit us to perform.

________ Unable to meet all insurance requirements.

_________ Other. (Specify below)

REMARKS: ___________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

SIGNATURE: ___________________________ DATE: ______________
DEVIATIONS AND EXCEPTIONS

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

Exceptions (mark one):

________ No exceptions

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

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

__________________________________________________________________________________________

Firm

__________________________________________________________________________________________

Authorized Signature
ADDENDA ACKNOWLEDGMENT

This page is used to acknowledge any and all addendums that might be issued. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete Offer response.

Please sign and date

ADDENDA NO. 1 Acknowledgement
______________________________________________________________
Signature                      Date

ADDENDA NO. 2 Acknowledgement
______________________________________________________________
Signature                      Date

ADDENDA NO. 3 Acknowledgement
______________________________________________________________
Signature                      Date

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

______________________________________________________________
Firm

______________________________________________________________
Authorized Signature
NON-COLLUSION AFFIDAVIT

State of Arizona ) ) ss.
County of ) )

___________________________________________, affiant,

the ______________________________________

(Title)

___________________________________________

 (Contractor/Offeror)

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

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

___________________________________________

(Title)

Subscribed and sworn to before me

this ________ day of ______________________, 20_________

___________________________________________

Signature of Notary Public in and for the

State of ________________________________

County of ________________________________
DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to Offerors submitting a certification with their bid certifying they have a drug-free workplace. The special condition is as follows:

IDENTICAL TIE OFFERS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service for the procurement of commodities or contractual services, An Offer received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie offers will be followed if none of the tied Offerors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifies the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid, a copy of the statement specified in subsection (1).
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this offer, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---------------------------------------------------------------
COMPANY NAME
---------------------------------------------------------------
OFFEROR'S SIGNATURE
---------------------------------------------------------------

Must be executed and returned with attached proposal at time of opening to be considered.
Form W-9
Request for Taxpayer Identification Number and Certification

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

See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

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

Social security number 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. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. 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 4.)

Signature of U.S. person

Purpose of Form

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

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

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.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country, generally, must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.