

# APPENDIX III – 5



## NOTICE OF INVITATION FOR BID

INVITATION FOR BID NUMBER:

MATERIAL OR SERVICE:

BID DUE DATE:

LOCAL TIME

BID SUBMITTAL LOCATION:

TUSD Purchasing Department  
1010 E. 10th Street, Building B, Room 272  
East Building (10<sup>th</sup> & Fremont)  
Fremont Street Entrance, Second Floor  
Tucson, AZ 85719

PRE-BID CONFERENCE DATE:

TIME:

LOCAL TIME

LOCATION:

PROCUREMENT AGENT:

EMAIL ADDRESS:

TELEPHONE/FAX NUMBER: (520) 225-6080/ (520) 225-6082 fax

This solicitation may be obtained from the website: <http://www.AZPurchasing.org>.

Competitive sealed bids for the specified material or service shall be received by the Purchasing Department, 1010 East 10<sup>th</sup> Street, Building B, Room 272, East Building, Tenth Street Entrance, Second Floor, Tucson, Arizona 85719, until the time and date cited. Bids received by the correct time and date shall be publicly recorded.

Bids must be in the actual possession of the Purchasing Department at the location indicated, on or prior to the exact time and date indicated above. Late bids will not be considered. **Hand delivery is recommended; the School District cannot be held responsible for the failure of the postal service and/or any commercial delivery services to timely deliver the bids directly to the Purchasing Department.** The prevailing clock shall be the School District's Purchasing Department's clock.

**Bids must be submitted in a sealed envelope and/or box. The Invitation for Bid Number and the bidder's name and address should be clearly indicated on the outside of the envelope and/or box. A Bidder shall submit a bid on a signed original hard copy on the forms provided in this solicitation. No substitute document for the forms will be accepted.**

**Bidders who wish to submit their bids in person are advised to allow themselves ample time to submit their bids at the above address.**

Issue Date \_\_\_\_\_

IFB NO. -

## Table of Contents

<u>Section</u>	<u>Page</u>
I. UNIFORM INSTRUCTIONS TO BIDDERS .....	3
II. UNIFORM GENERAL TERMS AND CONDITIONS .....	9
III. SPECIAL TERMS AND CONDITIONS .....	17
IV. SPECIFICATIONS/SCOPE OF WORK.....	25
V. EVALUATION AND AWARD.....	27
VI. BID SUBMITTALS.....	28
VII. BID COST FORM.....	29
VIII. PAYMENT METHOD FORM.....	2
BID AND ACCEPTANCE.....	30
DEVIATIONS AND EXCEPTIONS FORM.....	31
ADDITIONAL MATERIALS FORM .....	32
CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM.....	33
AMENDMENT ACKNOWLEDGMENT FORM .....	34
NON-COLLUSION AFFIDAVIT FORM.....	35
I.R.S. W-9 FORM .....	35

### DOCUMENTS REFERENCED:

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

AZPurchasing.org at: <http://www.azpurchasing.org/index.asp>

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

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:  
[http://azsos.gov/public\\_services/Title\\_07/7-02.htm#Article\\_10](http://azsos.gov/public_services/Title_07/7-02.htm#Article_10)

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

IFB NO. -

## I. UNIFORM INSTRUCTIONS TO BIDDERS

- A. **Definition of Terms** In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:
1. **“Attachment”** means any item the Solicitation requires a Bidder to submit as part of the Bid.
  2. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Bidders, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Bid and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
  3. **“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.
  4. **“Contractor”** means any person who has a contract with the School District/Public Entity.
  5. **“Days”** means calendar days unless otherwise specified.
  6. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
  7. **“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.
  8. **“Bidder”** means a Bidder who responds to the solicitation.
  9. **“Procurement Agent”** means the district representative duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
  10. **“Responsible Bidder”** means the Bidder 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 Bid.
  11. **“Responsive Bidder”** means the Bidder who submits a Bid that conforms in all material respects to this Request for Bids, Instruction to Bidders and the Plans and Specifications which are incorporated herein by this reference.
  12. **“Solicitation”** means an Invitation for Bid (IFB).
  13. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Agent and issued for the purpose of making changes to the Solicitation.
  14. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
  15. **“School District/Public Entity”** means the School District/Public Entity that executes the contract.

**IFB NO.** -

**B. Inquiries**

1. Duty to Examine. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the due date and time nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Bidder shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. Submission of Inquiries. The Procurement Agent 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 Bid and not be opened until after the Bid due date and time.
4. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Bid due date and time. Failure to do so may result in the inquiry not being answered.
5. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. A Bidder may not rely on verbal responses to inquires.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Bid.
7. Pre-Bid Conference. If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. A Bidder 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.
8. 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.

**C. Bid Preparation**

1. Forms: No Facsimile or Electronically Submitted Bids. A Bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile or electronically submitted Bid shall be rejected.
2. Typed or Ink Corrections. The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under R7-2-1030.
3. Bid and Acceptance. An authorized signature on the Bid and Acceptance Form herein shall signify the Bidder's intent to be bound by the Bid and the terms of the Solicitation and, further,

IFB NO. -

that all information provided by the Bidder is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, may result in rejection of the Bid.

4. Deviations and Exceptions to Terms and Conditions. All deviations and exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the deviations and exceptions occur. Any deviations and 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 Agent in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. All deviations and exceptions that are contained in the Bid may negatively affect the bid evaluation criteria as stated in the Solicitation or result in rejection of the bid.
5. Subcontracts. Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.
6. Cost of Bid Preparation. The School District will not reimburse any Bidder the cost of responding to a Solicitation.
7. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Bid.
8. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
9. Provision of Tax Identification Numbers. Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Bid and Acceptance Form and provide the tax rate and amount, if applicable, on the Bid Cost Sheet.
10. Identification of Taxes in Bid. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Bidders do not indicate taxes on a separate item in the Bid, the School District/Public Entity will conclude that the price(s) bided includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Bidder.
11. Disclosure. If the Firm, business, or person submitting this Bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder must fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
12. 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:
  - a. Amendments
  - b. Special Terms and Conditions
  - c. Uniform General Terms and Conditions

**IFB NO.** -

- d. Statement of Scope of Work
  - e. Specifications
  - f. Attachments
  - g. Exhibits
  - h. Special Instructions to Bidders
  - i. Uniform Instructions to Bidders
  - j. Submission of Bid
  - k. Best & Final Bid, if applicable
13. 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).

**D. Submission of Bid**

1. Sealed Envelope or Package. Each Bid shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Bid and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
2. Bid Amendment or Withdrawal. A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdrawal is received before the Bid due date and time at the location designed in the RFP. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under R7-2-1044.
3. Public Record. Under applicable law, all Bids submitted and opened are public records and must be retained by the School District/Public Entity. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by the School District/Public Entity pursuant to R7-2-1006. If an Bidder believes that information in its Bid contains confidential trade secrets or other proprietary data not to be disclosed as the otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
4. Non-collusion, Employment, and Services. By signing the Bid and Acceptance form or other official contract form, the Bidder certifies that:
  - a. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Bid 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 Bid; and
  - b. 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

**IFB NO. -**

- c. By submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
- d. By submission of this bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

**E. Additional Bid Information**

1. 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.
2. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
3. Late Bids, Modifications or Withdrawals. A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
4. Disqualification. A Bid from an Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
5. Bid Acceptance Period. An Bidder submitting a Bid under this Solicitation shall hold its Bid 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 Bid acceptance, the number of days shall be ninety (90).
6. 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.
7. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:
  - a. Waive any minor informality;
  - b. Reject any and all Bids or portions thereof; or
  - c. Cancel a solicitation.

**F. Award**

1. 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 Agent determines that an aggregate award to one Bidder is not in the School District/Public Entity's interest, "all or none" Bids shall be rejected.
2. Contract Commencement. A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by the School District/Public Entity with an authorized signature on the Bid and



**IFB NO.** -

Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.

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

G. **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 School District Representative.

1. A protest shall include:

- a. The name, addresses, and telephone number of the interested party
- b. The signature of the interested party or the interested party's 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.
- f. The interested party shall supply promptly any other information requested by the district representative.

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

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

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

IFB NO. -

## II. UNIFORM GENERAL TERMS AND CONDITIONS

### A. Contract Interpretation

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

### B. Contract Administration and Operation

1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon our request, the Contractor shall produce a legible copy of any or all such records at no charge to the District.
2. 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.
3. 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.
4. 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.
5. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Bid and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity

**IFB NO.** -

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 Agent 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.

6. 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 Agent.
7. 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.

**C. Costs and Payments**

1. 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.
2. Applicable Taxes.
  - a. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Bid and in any resulting Contract.
  - b. 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.
  - c. 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.
  - d. IRS W-9. In order to receive payment under any resulting Contract, Bidder shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.
3. 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.

**D. Contract Changes**

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

IFB NO. -

violations or the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Agent. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
3. 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 Agent. The Procurement Agent shall not unreasonably withhold approval.

#### **E. Risk and Liability**

1. 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.
2. 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.
3. 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.
4. Force Majeure.
  - a. 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.
  - b. Force Majeure shall not include the following occurrences:
    1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
    2. 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
    3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
  - c. 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

IFB NO. -

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.

- d. 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.
5. 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.

**F. Warranties**

1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
2. 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:
  - a. A quality to pass without objection in the trade under the Contract description;
  - b. Fit for the intended purposes for which the materials or services are used;
  - c. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  - d. Adequately contained, packaged and marked as the Contract may require; and
  - e. Conform to the written promises or affirmations of fact made by the Contractor.
3. 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.
4. 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.
5. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
6. 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.
7. Survival of Rights and Obligations after Contract Expiration or Termination.
  - a. 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.

**IFB NO.** -

- b. 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.

**G. School District/Public Entity's Contractual Remedies**

1. 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 Agent 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.
2. Stop Work Order.
  - a. 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.
  - b. 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 Agent shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
3. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.
4. 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.
5. 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.

**H. Contract Termination**

1. 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.

**IFB NO. -**

2. **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 bided 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 bided by the Contractor.
3. **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.
4. **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.
5. **Termination for Default.**
  - a. 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 Agent shall provide written notice of the termination and the reasons for it to the Contractor.
  - b. 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.
  - c. 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.
6. **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.
- I. **Contract Claims** All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and AAC R7-2-1155 through R7-2-1181 and rules adopted there under.
- J. **Gift Policy** The Tucson Unified School District will accept no gifts, gratuities or advertising products from Bidders. TUSD has adopted a zero tolerance policy concerning Bidder gifts. TUSD may request product samples from Bidders for official evaluation with disposal of those said samples at the discretion of the Procurement Agent.

**IFB NO. -**

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

L. **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.

M. **Contractor's Employment Eligibility**

- a. 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.
- b. The School District may request verification of compliance from any Contractor or Subcontractor performing work under this contract. The School District reserves the right to confirm compliance in accordance with applicable laws.
- c. Should the School District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the School District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the contractor.

N. **Terrorism Country Divestments** Per A.R.S 35-392, the School District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

O. **Fingerprint Clearance Cards**

1. In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.
2. Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.
3. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the School District/Public Entity.

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

Q. **Confidential/Proprietary Information**

1. Confidential information request: If Bidder believes that its Bid contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. §



**IFB NO.** -

- 39-121, a statement advising the School District/Public Entity of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Bidder in writing of such determination.
2. Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this section.
  3. Public record: All Bids submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official by appointment.

IFB NO. -

### III. SPECIAL INSTRUCTION, TERMS AND CONDITIONS

A. **School District Representative** In accordance with A.A.C. R7-2-1024 (B.1.j), and the "Uniform Instructions To Offerors," the School District Representative is

B. **Purpose**

C. **Contract Liaison** The Contract Liaison for any contracted awarded under this Invitation for Bid will be \_\_\_\_\_, (520) \_\_\_\_\_. The Contract Liaison shall act as the District's contract manager and oversee performance under the contract.

The Contract Liaison may provide the bidder with general guidance as to the contract performance. However, this individual is not authorized to make changes in the contractual or performance requirements of any contract. Changes to an awarded contract shall be effective only upon written approval from the District's Purchasing Department.

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

E. **Hiring of ASRS retirees**

1. Arizona Revised Statute §38-766.02 states the employer must pay an alternative contribution rate for Arizona State Retirement System (ASRS) retirees who return to work in any capacity in a position ordinarily filled by an employee of the employer who is included in agreements providing for their coverage under the federal old age and survivors insurance system. Bids for services falling with this definition must indicate how the alternative contribution rate is being collected from the employee and provided to the District.

2. In addition, an employer of a retired member shall submit any reports, data, paperwork or materials that are requested by ASRS and that are necessary to determine the compensation, gross salary or contract fee associated with a retired member who returns to work or to determine the function, utilization, efficacy or operation of the return to work program.

F. **Contractor/Key Personnel** It shall be the Contractor's responsibility to adequately screen all contractor personnel providing services under the contract, to determine the appropriateness of their working with students, staff or families. Said screening shall include, but may not be limited to background checks to ensure that the assigned personnel do not have convictions for the crimes outlined in A.R.S. 15-512 and 15-534. The District reserves the right to request confirmation of such screening and the documentation results.

The Contractor must provide an adequate staff of qualified and experienced personnel to provide services under the contract. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District. If key personnel are not available to work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel of substantially equal ability and qualifications. The District reserves the right to require replacement of assigned personnel when this is deemed to be in the District's best interest. Upon such notice, the Contractor shall promptly assign a new appropriately qualified and experienced employee.

G. **Insurance**

1. Bidder agrees to maintain such insurance as will fully protect Bidder 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 Bidder, its

**IFB NO.** -

employees, or by anyone directly or indirectly engaged or employed by Bidder. Bidder agrees to maintain such automobile liability insurance as will fully protect Bidder and the 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 Bidder or its employees, while providing services to the School District/Public Entity.

2. Successful Bidder *shall/may* 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 Tucson Unified School District as an additional insured party.
3. Successful Bidder shall/may be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

H. **Insurance** **Add if working with or around children:** The policy shall be endorsed to include coverage for sexual abuse and molestation.

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

J. **Licenses** The successful Bidder shall provide documentation of professional memberships, certification, and licenses.

**OR**

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

K. **Safety**

1. Bidder, at its own expense and at all times, shall take all reasonable precautions to protect persons and the School District property from damage, loss or injury resulting from the activities of Bidder, its employees, its subcontractors, and/or other persons present. Bidder will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.
2. 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.

L. **Fingerprint Requirements** Fingerprint clearance card(s) will not be required for this contract.

**OR**

Fingerprint clearance card(s) will be required for this contract, please refer to paragraph **seventeen (17)** under "Uniform General Terms and Conditions." The fingerprint card(s) must be received by \_\_\_\_\_.

**OR**

The School District anticipates that services under this contract will cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with A.R.S. 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. Therefore, the Contractor and any

**IFB NO. -**

proposed subcontractors warrant compliance with A.R.S. subsection 41-4401, A.R.S. subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

The School District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the School District request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the School District suspects or finds the Contractor or any of its subcontractors are not in compliance, the School District may pursue any and all remedies allowed by law, including, but not limited to: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

**M. Terms of Award**

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

**OR**

It is the intent of the School District to award a contract beginning upon award and continuing until completed. However, no contract exists unless and until a purchase order is issued.

**OR**

Per A.A.C. R7-2-1024(B.1.i), it is the intent of the School District to award a multi-term contract, beginning during the fiscal year \_\_\_\_\_, and continuing until \_\_\_\_\_. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

**OR**

Per A.A.C. R7-2-1024(B.1.i), the School District reserves the right to award a multi-term contract, during the fiscal year \_\_\_\_\_ and continuing until \_\_\_\_\_. Yearly renewal will be based upon funds availability and Bidder performance.

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

**OR**

Per A.A.C. R7-2-1024(B.1.i), it is the intent of the School District to award a multi-term contract, beginning immediately and continuing through \_\_\_\_\_. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

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

**OR**

Per A.A.C. R7-2-1024(B.1.i), the School District reserves the right to award a contract, beginning during the fiscal year \_\_\_\_\_, and reserves the right to extend the contract for four additional one-year contracts ending \_\_\_\_\_ providing services meet School District satisfaction and funding is available.

**IFB NO.** -

**OR**

Per A.A.C. R7-2-1024(B.1.i), the School District reserves the right to award a contract, beginning and ending . The School District reserves the right to extend the contract for four additional one-year contracts ending providing services performed by the Bidder are satisfactory to the School District, and funding is available.

It is expected that Governing Board approval for this contract will be made in .

N. **Contract Award** It is anticipated that a contract under this bid may be awarded to *<a single bidder or multiple bidders>*.

O. **Multiple Award** Per A.A.C. R7-2-1042(A)(1)(c), the School District reserves the right to make a multiple award to more than one Bidder. *<Will need to include the District's basis for determining whether to award multiple contracts, and the criteria for selecting Bidders for multiple contracts>*. Bidders are not required to Bid on all items specified in the Solicitation. Bidders who provide an "All or Nothing" Bid will be deemed non-responsive.

OR

The School District reserves the right to make a multiple award to more than one Bidder. *<Will need to include the District's basis for determining whether to award multiple contracts, and the criteria for selecting Bidders for multiple contracts>*. Contracts will be awarded by *<individual line item, by groups of line items, incrementally, by region or by location>*. The award will be limited to the least number of Bidders that the District determines is necessary to meet the needs of the District.

OR

The School District reserves the right to make a multiple award at the discretion of the Governing Board. Per A.A.C. R7-2-1042(A)(1)(c), contracts will be awarded *<by individual line item, groups of line items, incrementally, by region, or by location>*. *<Will need to include the School District's basis for determining whether to award multiple contracts, and the criteria for selecting Bidders for multiple contracts>*.

P. **Award Basis** In accordance with A.A.C. R7-2-1050, the successful Bidder will be determined by evaluation criteria including but not limited to pricing, or other incentives bided. Awards will not be made based on price alone.

In accordance with A.A.C. R7-2-1042(A.1.v) the School District **<shall or shall not>** consider partial bids for award of a contract under this RFP.

Q. **Discount Off Catalog** It is recognized that catalog pricing may change during the contract term, but trade discounts awarded on this Bid must remain firm throughout the entire contract period. Bidders could be asked to re-price the "market basket" annually at the School District's discretion.

**OR**

### **Discount Off Catalog**

It is recognized that catalog pricing may change during the contract term, but trade discounts awarded on this Bid must remain firm throughout the entire contract period.

R. **Market Basket** A Market Basket will be used to represent and cover various areas of typical items. **Only one discount per market basket will be accepted.** Each basket will contain multiple items to test that category.

**OR**

### **Market Basket**

**IFB NO. -**

A Market Basket will be used to represent and cover various areas of typical items. Only one discount per market basket will be accepted with the exception of for Specific Discount for Manufacturer Brands. Each basket will contain multiple items to test that category.

**OR**

**Market Basket Pricing**

The School District understands that the market fluctuates often and pricing can increase or decrease rapidly. Because of this fluctuation, the awarded Bidders will be required to re-price the market basket every 90 days to ensure that the best pricing is obtained by the school district. The School District reserves the right to request full documentation from the industry for large price increases within the 90 day period. All price adjustments will be effective upon written acceptance of the School District.

S. **Freight Charges** Freight charges should be indicated for each category. Examples:

- Freight charges apply OR
- No freight with orders over \$50 OR
- FOB Destination

OR

Freight charges during the contract term will be FOB Destination, Freight Prepaid and Allowed.

T. **Additional Goods and Services** The District reserves the right to add related additional goods and services to the contract at any time during the contract period. The District shall contact the contractor for prices prior to adding any additional goods or services, and at the District's sole discretion, may accept the quoted price for those additional goods or services or purchase those goods or services elsewhere.

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

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

W. **Minimum** The volume of value of purchase under the resultant contract(s) is unknown. The School District will not be bound to purchase a minimum quantity during the contract period. The quantities listed are an estimated amount based upon current documented usage. The School District reserves the right to increase or decrease any estimated quantities.

X. **Non-Exclusive Contract** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and in the best interest of the School District. The School District reserves the right to obtain like goods or services from other sources and to issue additional Requests for Bids, if needed.

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

Z. **Bidder Responsibility (Optional)**

**IFB NO.** -

1. The successful Bidder shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Bidder shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the School District. Any damage caused to School District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the School District.
2. The successful Bidder shall adequately screen all employees and, where applicable, independent contractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.
3. The successful Bidder shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful Bidder agrees that they are fully responsible to the School 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 School District from claims or damage from personal injury including death, which may arise from operations under this contract.
4. The successful Bidder must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Bidders responsibility to ensure continuation of service.
5. The successful Bidder must provide adequate training for all contracted employees providing services under this contract.
6. The successful Bidder must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

AA. **Bidder Required Contract** If your company will require the School District to sign a contract or agreement, a copy of that contract/agreement must accompany your bid response.

**OR**

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

BB. **Bid and Acceptance Form** The Bid and Acceptance form within the Solicitation shall be submitted with the Bid and shall include a signature by a person authorized to sign the Bid. The signature shall signify the Bidder's intent to be bound by the Bid and the terms of the Solicitation and, further, that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, may result in rejection of the Bid.

CC. **Delivery of Services** Services must be received within time agreed to by the School District and the Bidder. The School District shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications/scope of work on this contract.

DD. **Required Delivery Date** All items specified in this Invitation for Bid **SHALL** be received by . No Exceptions! Incomplete orders will be cancelled after this date and any shipments received will be returned to the Bidder.

EE. **Local Representative** Bidder **shall** have a LOCAL field representative available at all times during the contract period.

**IFB NO.** -

FF. **Samples** Per A.A.C. R7-2-1042(A.1.g) Bidder may be requested to provide samples that they have produced that are similar in scope of the brand specified. The School District may use these samples as part of their evaluation criteria and reserve the right to be the sole judge of quality and acceptability.

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

HH. **Compensation and Method of Payment** Any contract shall provide for compensation that the District determines is fair and reasonable, taking into consideration budgetary limitations, and the scope, complexity and professional nature of the services. Contractor will be compensated only for work properly approved in advance by the using school or department.

All bids shall include a schedule of fees associated with providing the services bided. The successful bidder shall be compensated for services properly rendered in accordance with the schedule of fees. Payment shall be made from detailed invoices, in forms acceptable to the District.

The schedule of fees must be firm for the initial contract term. Fees may be reviewed prior to any contract renewal. Any requested fee increase must be based upon a cost increase that directly affects the cost of services provided. Any requested fee increase that the District determines is not in its best interest will be rejected, and the District may seek an alternative solution. All fee adjustments shall become effective upon acceptance by the District's Purchasing Department.

II. **Billing** All billing notices must be sent to each School 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 TUSD will refer to the RFP number of this Bid.

JJ. **Price Clause**

1. Prices shall be firm for the term of the contract. Prices as stated must be complete for all services bided and shall include all associated costs. DO NOT include sales tax on any item in the Bid.
2. After initial contract term and prior to any contract renewal, TUSD will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The bidder shall likewise bid any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of TUSD.

OR

Percent Discount and Hourly Rates shall be firm for the term of this contract. After initial contract term and prior to any contract renewal, TUSD will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The Bidder shall likewise direct any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of TUSD.

OR

After initial contract purchase and prior to any contract renewal, TUSD will review fully document requests for price increase and may at its sole option accept any changes or cancel from the contract those items concerned. The Bidder shall likewise direct any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of TUSD.



**IFB NO.** -

OR

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

After initial contract term and prior to any contract renewal, TUSD will review fully documented requests for price increases and may at its sole option accept any changes or cancel the contract.

**KK. Fuel Surcharges** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the School District's Purchasing Department.

**LL. Brand Name or Equal** Per A.A.C. R7-2-1042(A.2.b) any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bids by other Bidders but are intended to approximate the quality design or performance which is desired. Any Bid which proposes like quality, design or performance will be considered. If the description of the bid differs in any way, Bidder must provide complete detailed description of the proposed item(s) including pictures and literature where applicable. TUSD will be the final judge of what is deemed equal.

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

**NN. Deviations and Exceptions to Bid** Any deviation or exception from the general or special terms and conditions, specifications/scope of work, or instructions to Bidders shall be described fully and appended to the Deviations and Exceptions Form. Exceptions must be signed by authorized representative of the company. Such appendages shall be considered part of the Bidder's formal Bid. For the absence of any statements of deviation or exception, the Bid shall be accepted as in strict compliance with all terms and conditions.

**OO. Payment Methods** The percent discount for goods and services under this contract must remain the same regardless of TUSD's chosen payment method.

**PP. Procurement Methods** Any goods and services obtained under this Invitation for Bid may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. The percent discount for goods and services under this contract must remain the same regardless of TUSD's chosen procurement method.

**IFB NO. -**

**IV. SPECIFICATIONS/SCOPE OF WORK**

- Statement of Need/Purpose/Goals/Objectives (Describes the “need” for service including the “what” will the product or service to be used for.)
- Background – (Describe your school district i.e. sites, location, acreage anything that will help the Bidder understand how much business can be achieved.)

**Specifications**

- General requirements (this is the specifics.)
- Clearly define tangible, measurable results? For example:

Item	Qty	Unit	Description	Specified Bidder/Make or Model
1	350	ea.	Portable Radio, VHF, 16 Channel, 136-174MHz, 5 Watt, Antenna, Belt Clip, 2000 mAh Li-ion Battery, Standard Rate Charger, Programming and 2 Year Manufacturer Warranty Motorola PR860 or equal.  Note: Programming shall be included in unit price.	

**OR**

**Sample for Market Basket**

	Description	Shelf/Catalog Price	Category Discount	Make/Model Bided & Page #
A	Alvin Drafting kit Blick # 55663-1009	\$	%	
B	Cutting Mat - Green 12X18 AZ Art #119518	\$	%	
C	Nu Pastel 24 Color set	\$	%	
D	Xacto X200 knife	\$	%	
E	C-Thru 30" Flexible Curve AZ Art # 100392	\$	%	

**IFB NO.** -

**OR**

**Specifications/Scope of Work – Optional**

Specifications and specific requirements are included with this Invitation for Bid. For each specific requirement, indicate if your bid complies or how it deviates. Bidders are strongly encouraged to be specific in describing their services and supplemental information may be attached. Each supplemental entry must reference the section or specific requirement to which it applies.

Items showing brand name or approved equal will permit Bidders of other brands to Bid them as alternates. However, the District will reserve the right to decide if alternates are equal. Bidder must indicate in the space provided if their product is an alternate by submitting name and detailed specifications of item Bid upon. Otherwise it will be understood that the item Bid meets our specifications.

Samples may be requested by the School District for evaluation purposes. Samples will be provided at No Charge.

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

IFB NO. -

## V. EVALUATION AND AWARD

- A. **Evaluation Criteria and Bidder Checklist** The Tucson Unified School District shall evaluate all offers and award a contract to the apparent low responsive and responsible bidder(s). Price shall not be the sole factor in making bid award, and bidders should not anticipate that the lowest priced item or service will be awarded in all instances. Responsiveness to the solicitation and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of the District, and the District's decision shall be final.

Other factors to be considered in making the award include, but are not limited to: conformity with specifications, sample evaluation, delivery time, reliability of bidder, warranty, satisfaction of bidder's previous service, user need and preference, and adherence in providing information as requested in this Invitation for Bid.

**This bid may be awarded "Item by Item", group by group, or "All or None," "single vendor" or "multiple vendors" whichever manner deems to be in the best interest of the District. Bid award is anticipated to be 4 weeks after opening date.**

IFB NO. -

## VI. BID SUBMITTALS

The ***Tucson Unified School District*** will not assume responsibility for any costs related to the preparation or submission of the Bid.

Each Bidder must supply one original bid, marked with the company name and "ORIGINAL" on the cover in large easy-to-read letters.

**Bids must be submitted in a sealed envelope and/or box with the Invitation for Bid Number and the bidder's name and address clearly indicated on the outside of the envelope and/or box.**

**Binders** shall be INDEXED and tabbed in the order stated below, with each tab clearly labeled:

- Tab 1. Provide a signed copy of the Bid and Acceptance Page. Bids submitted without an original, signed copy of this document will be considered nonresponsive.
- Tab 2. Provide a thorough description of the services you are bidding to TUSD.
- Tab 3. Bid Cost Form. Provide a unit cost schedule of fees for the services, products and equipment you are bidding. A range of fees may be submitted for the various services, products and equipment, including all required hardware, software and license fees. The schedule of fees must also include travel, lodging, and fee associated with training of School District staff.
- Tab 4. Payment Method Form
- Tab 5. Deviations and Exceptions Form.
  - Additional Materials Form
  - Confidentiality/Proprietary Information Form
  - Non-Collusion Affidavit Form
  - I.R.S. W-9 Form
  - Addenda Acknowledgement Form
  - Certificates of Insurance
- Tab 6. Include (1) electronic copy on **flash drive** in MS Word, MS Excel, and/or PDF format as appropriate, PC readable, labeled, and not password protected. This may be included and attached here or otherwise affixed to the cover or binder pocket. Be sure to verify and play all documents to ensure they are readable before submitting. Bids submitted without electronic copies or with corrupt files may be deemed nonresponsive.

**IFB NO. -**

**VIII. PAYMENT METHOD FORM**

I/We, the undersigned, propose to provide the service necessary for the specifications/ scope of work.

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

TUSD's preferred method of payment is by procurement card aka pCard, a commercial Visa credit card, to both improve and expedite the purchasing and payment process. The proposed percent discount for goods and services must remain the same regardless of what payment or procurement method the District uses.

**TUSD will not pay convenience fees, surcharges or any additional costs for payments made by credit card.**

TUSD reserves the right to assess a 5% check processing fee when credit card payments are not an available method of payment.

Do you accept Visa commercial credit card?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, can commercial payment(s) be made (provide information) :		
a) Online?_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b) By email?_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c) By phone?_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
d) By fax?_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you extend a prompt payment discount?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
a) If yes, what is the discount?		
Do you accept electronic copies of TUSD Purchase Orders?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(a) If yes, please provide a central email address where PO's may be sent along with contact information such as name and phone number for the person responsible for entering purchase orders. Email and Contact Information:		

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Printed Name, Title

**IFB NO.** -

<b>IFB No.</b> _____	<b>BID AND ACCEPTANCE</b>	TUSD Purchasing Department 1010 E. 10th Street, Bldg B, Room 272 Tucson, AZ 85719 (520) 225-6080
<p>The Undersigned hereby bids and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the bid.</p>		
Company Name	For Clarification of this Bid, list local contact: Name	
City Business Privilege Tax License No.		
Arizona Transaction (Sales) Privilege Tax License No.	Phone	
Federal Employer Identification No.	Fax	
Street Address	Web Site	
City	E-mail	
State	Zip	Signature:  _____ Signature Person Authorized to Sign Bid  _____ Printed Name of Person Authorized to Sign Bid  _____ Title
Tax Rate (if applicable) _____%		
<p><b>CERTIFICATION</b> By signature in the Bid section above, the bidder certifies:</p> <ol style="list-style-type: none"> <li>1. The submission of the Bid did not involve collusion or other anti-competitive practices.</li> <li>2. The Bidder shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.</li> <li>3. The Bidder has not given, bided to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.</li> <li>4. The Bidder warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.</li> <li>5. In accordance with A.R.S. § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.</li> <li>6. In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted.</li> <li>7. By submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.</li> <li>8. By submission of this bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.</li> </ol>		
<b>ACCEPTANCE OF BID (FOR TUSD USE ONLY)</b>		
<p>When approved for award and countersigned below by the Director of Purchasing or authorized designee, the bid is accepted. The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Bid as accepted by the school district/public entity. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a written purchase order.</p> <p><b>Awarded by:</b></p>		
TUSD Director of Purchasing	Date	





**IFB NO.** -

<b>ADDITIONAL MATERIALS FORM</b>	
Additional or Supplementary Materials (Check one):	
<input type="checkbox"/>	No additional materials have been included with this bid
<input type="checkbox"/>	Additional Materials are included
Describe - attach additional pages if needed:	
Printed Name	
Signature	
Date	

**IFB NO.** -

<b>CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM</b>	
Confidential/Proprietary Submittals (Check one):	
<input type="checkbox"/>	No confidential/proprietary materials have been included with this bid
<input type="checkbox"/>	Confidential/Proprietary materials are included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Bidder and the School District prior to any public disclosure. Requests to deem the entire bid or to deem any prices and costs as confidential will not be considered.
Identify or describe:	
Printed Name	
Signature	
Date	

**IFB NO.** -

**AMENDMENT ACKNOWLEDGEMENT FORM**

This page is used to acknowledge any and all amendment(s) that might be issued. Amendment(s) are posted on [www.AZPurchasing.org](http://www.AZPurchasing.org). Your signature indicates that you took the information provided in the amendment(s) into consideration when providing your complete Bid response. Failure to acknowledge amendment(s) may result in your bid being deemed non-responsive.

Amendment Number	Signature	Date
No amendment(s) were issued.  If no amendment(s) were issued, you must still sign and return this form. <b>Note: You should check the website again as late as possible prior to the due date and time to avoid missing any amendments. Amendment(s) may be issued at any time up until the due date and time, even after you have sent in your bid.</b>		
Amendment No. 1		
Amendment No. 2		
Amendment No. 3		
Amendment No. 4		
Amendment No. 5		
Amendment No. 6		

**IFB NO. -**

**NON-COLLUSION AFFIDAVIT FORM**

I, \_\_\_\_\_ affiant,  
(Printed Name)

the \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

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

\_\_\_\_\_  
Signature

**I.R.S. W-9 FORM**

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

