



TEMPE SCHOOL DISTRICT NO. 3

NOTICE OF INVITATION FOR BID

INVITATION FOR BID (IFB) NUMBER: 19-16-23

MATERIAL AND/OR SERVICE: PAINTING SERVICES (SAVE)

BID DUE DATE: DECEMBER 06, 2018 TIME: 2:00 PM M.S.T.

IFB OPENING LOCATION: Tempe School District No. 3
Finance/Purchasing Department
3205 South Rural Road
Tempe, AZ 85282

PRE-SUBMITTAL CONFERENCE: November 26, 2018 at 10:00 AM
Brogan Center
Tempe Elementary School District
1430 W. Elna Rae Street Tempe, AZ 85281

DEADLINE FOR QUESTIONS: November 29, 2018

In accordance with the School District Procurement Rules in the Arizona Administrative Code (A.C.C.) promulgated by the State Board of Education pursuant to A.R.S. §15-213, competitive sealed bids for the materials or services specified will be received by the Tempe School District No. 3 ("District"), at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the amount bid shall be publicly read and recorded. All other information contained in the Invitation for Bid shall remain confidential until award is made. **Faxed or emailed bids are not acceptable.**

The District will not be responsible for the pre-opening of, post-opening of, or failure to open a bid not properly addressed or identified. Bids shall be in the actual possession of the Purchasing Department on or prior to the exact time and date indicated above. The official time will be determined by the clock designated by the school district. **Late bids shall not be considered.**

Bids must be submitted in a sealed envelope/package with the Invitation for Bid number and the bidders name and address clearly indicated on the envelope/package. All bids must be completed in ink or typewritten. Additional instructions for preparing a bid are provided herein.

This IFB is being done by the Tempe Elementary School District No. 3 as a member of the **Strategic Alliance for Volume Expenditures "SAVE"**. While this IFB is for the Tempe Elementary School District No. 3, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1196 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 Bidder may limit "piggybacking" of this award. Individual school districts/public entities would negotiate service with successful Bidders using the proposal pricing specified herein. No volume is implied or guaranteed.

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

Contact: Monique Harris
Title: Senior Buyer
Email: Monique.harris@tempeschools.org

Phone Number: (480) 730-7166
Fax Number: (480) 730-7420
Date: 11/08/2018

Table of Contents

<u>Section</u>	<u>Page</u>
Cooperative Purchasing.....	3
Survey Information.....	6
Uniform Instructions to Bidders	7
Uniform Terms and Conditions.....	11
Special Terms and Conditions	19
Scope of Work	23
Price Sheet	27
References	28
Vendor Responsibility Questionnaire	29
Vendor Responsibility Questionnaire References	33
Subcontractor Information Sheet.....	34
Vendor Conflict of Interest Disclosure Form.....	35
Vendor Set Up Form	36
Performance Bond.....	37
Payment Bond	38
Non-Collusion Affidavit.....	39
Offer and Acceptance	40
Submittal Checklist	41

DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at

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>

Tempe School District No. 3 Purchasing Department information is available at <http://www.tempeschools.org/purchasing>

Strategic Alliance for Volume Expenditures (SAVE) information is available at:

<https://www.maricopa.gov/procurement/save.aspx>

COOPERATIVE PURCHASING

This solicitation is being done by the Tempe Elementary School District No. 3 (District) as a member of the Strategic Alliance for Volume Expenditures (SAVE) and is acting as lead district. Any contract resulting from this solicitation shall be for the use of the consortium members. In order to participate in any resultant contract, a public entity must have entered into a cooperative purchasing agreement with the consortium as required by School District Procurement Rule A.A.C. R7-2-1191. No volume is implied or guaranteed. Use of these contracts is at the sole discretion of each SAVE member and each reserves the right to contract for similar products or services outside of the award of contracts under this Invitation for Bid.

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

Strategic Alliance for Volume Expenditures

The following **289** agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as of **August 8, 2016**.

Municipalities

City of Apache Junction
City of Avondale
City of Benson
City of Bisbee
City of Bullhead City
City of Casa Grande
City of Chandler
City of Cottonwood
City of Douglas
City of El Mirage
City of Eloy
City of Flagstaff
City of Glendale
City of Goodyear
City of Kingman
City of Maricopa
City of Mesa
City of Nogales
City of Page
City of Peoria
City of Phoenix
City of Prescott
City of Safford
City of Scottsdale
City of Sedona
City of Sierra Vista
City of Somerton
City of Surprise
City of Tempe
City of Tolleson
City of Tucson
City of Willcox
City of Winslow
City of Yuma
Lake Havasu City
Town of Buckeye
Town of Camp Verde
Town of Cave Creek
Town of Chino Valley
Town of Florence
Town of Fountain Hills
Town of Gila Bend

Town of Gilbert
Town of Marana
Town of Miami
Town of Oro Valley
Town of Paradise Valley
Town of Prescott Valley
Town of Queen Creek
Town of Sahuarita
Town of Superior
Town of Wickenburg

Counties

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

Higher Education / Technology Districts

Arizona State University
Arizona Western College
Central Arizona College
Central Arizona Valley Institute of Technology (CAVIT)
Cobre Valley Institute of Technology (CVIT)
Cochise County Community College District
Coconino County Community College District
Dinè College
East Valley Institute of Technology (EVIT)

COOPERATIVE PURCHASING

Gila Institute for Technology, a Joint Technology Education District (JTED)
Graham County Community College District
Maricopa Community College District
Mohave Community College
Mountain Institute JTED
Northeast AZ Tech Institute of Voc Ed
Northern Arizona University
Pima Association of Governments (PAG)
Pima Community College
Pima County Joint Technology District #11 (JTED)
Pima Prevention Partnership dba Pima Partnership Academy, Pima Partnership High School & Phoenix Collegiate High School
University of Arizona
Western Arizona Vocational Educ (W.A.V.E.), a Joint Technology Education District #50
Yavapai College

Political Agencies

Arizona School for the Deaf and the Blind
Arizona Supreme Court
Central Arizona Project
Housing Authority of Maricopa County
Maricopa Association of Governments
Maricopa Integrated Health System
Regional Transportation Authority (RTA)
Superior Court of Arizona, Maricopa County Tucson Airport Authority
Valley Metro Regional Public Transit Authority
Phoenix-Mesa Gateway Airport Authority

Fire Districts

Central Yavapai Fire District
Drexel Heights Fire District
Fire District of Sun City West
Mt. Lemmon Fire District
Northwest Fire District
Superstition Mtn Community Facilities District
Sun City West Fire District

Misc. Agencies

Central Arizona Water Conservation District (CAWCD)
North Country Community Health Center
Pima County School Reserve Fund

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
Ash Fork Joint Unified School District
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
Bouse Elementary School District
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
Concho Elementary School District #6
Continental Elementary School District #39
Coolidge Unified School District #21
Cottonwood-Oak Creek School District #6
Crane Elementary School District # 13
Creighton School District #14
Deer Valley Unified School District #97
Double Adobe Elementary School District #45
Douglas Unified School District #27
Duncan Unified School District
Dysart Unified School District # 89
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
Horizon Community Learning Center / Horizon Charter School
Humboldt Unified School District #22
Hyder Elementary School District #6
Indian Oasis-Baboquivari School District #40
Isaac Elementary School District # 5
J.O. Combs Elementary School District #44

COOPERATIVE PURCHASING

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
Mary C. O'Brien ASD
Mayer Unified School District #43
Mesa Unified School District # 4
Miami Unified School District #40
Mingus Union High School District #4
Mobile Elementary School District #86
Mohave Valley Elementary School District #16
Mohawk Valley School District # 17
Morenci Unified School District #18
Morristown Elementary School District #75
Murphy Elementary School District #21
Naco Unified School District #9
Nadaburg Elementary District #81
Nogales Unified School District # 1
Osborn Elementary School District #8
Page Unified School District #8
Palominas Elementary School District #49 Palo Verde
Elementary School District #49
Paradise Valley Unified School District #69
Parker Unified School District #27
Patagonia Elementary School District #6
Patagonia Union High School District #92
Payson Unified School District #10
Peach Springs Unified School District #8
Pendergast School District #92
Peoria Unified School District #11
Phoenix Elementary School District # 1
Phoenix Union High School District #210
Picacho Elementary School District #33
Pima Unified School District #6
Pine Strawberry Elementary School District #12
Pinon Unified School District #4
Pomerene Elementary School District #64
Prescott Unified School District #1
Quartzsite Elementary School District #4
Queen Creek Unified School District # 95
Ray Unified School District #3
Red Mesa Unified School District #27

Riverside Elementary School District #2
Roosevelt Elementary School District # 66
Round Valley Unified School District #10
Sacaton Elementary School District #18
Saddle Mountain Unified School District #90
Safford Unified School District #1
Sahuarita Unified School District #30
San Carlos Unified School District #20
Sanders Unified School District #18
San Simon Unified School District #18
Santa Cruz Valley Unified School District #35
Santa Cruz Valley Union High School District #840
Scottsdale Unified School District # 48
Sedona-Oak Creek Unified School District #9
Seligman Unified School District #40
Sentinel Elementary School District #71
Shonto Preparatory Schools
Show Low Unified School District #10
Sierra Vista Unified School District # 68
Snowflake Unified School District #5
Somerton Elementary School District #11
Stanfield Elementary School District #24
St. David Unified School District #21
St. Johns Unified School District
Sunnyside Unified School District #12
Superior Unified School District #15
Tanque Verde Unified School District #13
Tempe Elementary School District # 3
Tempe Union High School District # 213
Thatcher Unified Schools
Toltec Elementary School District #22
Tolleson Elementary School District #17
Tolleson Union High School District # 214
Tombstone Unified School District #1
Tuba City Unified School District #15
Tucson Unified School District
Union Elementary School District #62
Vail Unified School District #20
Valley Union High School District #22
Vernon Elementary School District
Washington Elementary School District # 6
Wellton Elementary School District #24
West-MEC District #402
Whiteriver Unified School District #20
Wickenburg Unified School District #9
Willcox Unified School District
Williams Unified School District #2
Wilson Elementary School District #7
Window Rock Unified School District #8
Winslow Unified School District #1
Young Public School District
Yuma Elementary School District # 1
Yuma Union High School District # 70

SURVEY INFORMATION

While all members of SAVE are eligible to use these contracts, the following Districts have specifically expressed an interest in using these contracts via survey conducted electronically by the lead district. The annual estimated expenditure for each district is listed for the convenience of the Bidders.

Public Entity	Estimated Annual Usage
Alhambra Elementary School District # 68	\$ 35,000.00
Cartwright Elementary School District #83	\$ 15,000.00
Chandler Unified School District # 80	\$ 35,000.00
Creighton School District #14	\$ 200,000.00
Gilbert Unified School District #41	\$ 400,000.00
Higley Unified School District #60	\$ 50,000.00
Kyrene Elementary School District #28	\$ 100,000.00
Liberty Elementary School District #25	\$ 25,000.00
Litchfield Elementary School District #79	\$ 100,000.00
Madison Elementary School District #38	\$ 50,000.00
Marana Unified School District #6	\$ 15,000.00
Peoria Unified School District #11	\$ 2,000,000.00
Phoenix Elementary School District #1	\$ 200,000.00
Riverside Elementary School District #2	\$ 75,000.00
Scottsdale Unified School District # 48	\$ 300,000.00
Tempe Elementary School District # 3	\$ 125,000.00
Tempe Union High School District # 213	\$ 50,000.00
Tucson Unified School District	\$ 200,000.00
Total	\$ 3,975,000.00

UNIFORM INSTRUCTIONS TO BIDDERS

Uniform Instructions to Bidders

1. Definition of Terms

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

- A. **“Attachment”** means any item the solicitation requires a Bidder to submit as part of the Bid.
- B. **“Contract Amendment”** means a written document signed by the District Representative that is issued for the purpose of making changes in the Contract.
- C. **“Days”** means calendar days and shall be computed pursuant to A.A.C. R7-2-1001.
- D. **“Exhibit”** means any item labeled as an Exhibit in the solicitation or placed in the Exhibits section of the solicitation.
- E. **“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.
- F. **“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.
- G. **“Public Entity”** means any SAVE member or members.
- H. **“District”** means Tempe School District No. 3.
- I. **“District/SAVE Member”** means Tempe School District No. 3 (District) or SAVE member, whichever is applicable.
- J. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the solicitation.
- K. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Inquiries

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

UNIFORM INSTRUCTIONS TO BIDDERS

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

3. Bid Preparation

- A. Forms. Unless otherwise instructed in the IFB, a Bid shall be submitted either on the forms provided in this solicitation or their substantial equivalent. Any substitute document for the forms provided in this solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink: Corrections. The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under A.A.C. R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.
- D. Exceptions to Terms and Conditions. All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder clearly identifies the specific paragraphs of the solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the solicitation, including terms and conditions, shall be rejected.
- E. Subcontracts. Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.
- F. Cost of Bid Preparation. The District will not reimburse any Bidder the cost of responding to a solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the solicitation, each solicitation amendment shall be acknowledged by the person signing the Bid. Failure to acknowledge a material solicitation amendment or to follow the instructions for acknowledgement of the solicitation amendment may result in rejection of the Bid.
- H. Federal Excise Tax. School districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Bid. School districts 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 District will conclude that the price(s) bid includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Bidder.
- K. Disclosure. If the Firm, business, or person submitting this Bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder must fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Amendments
 2. Special Instructions, Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Scope of Work/Specifications;
 5. Attachments;
 6. Exhibits;
 7. Uniform Instructions to Bidders
- M. Delivery. Unless stated otherwise in the solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

UNIFORM INSTRUCTIONS TO BIDDERS

4. Submission of Bid

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

5. Additional Bid Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- C. Late Bids, Modifications or Withdrawals. A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. A Bid from a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Bid Acceptance Period. A Bidder submitting a Bid under this solicitation shall hold its Bid open for the number of days from the due date that is stated in the solicitation. If the solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).
- F. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

UNIFORM INSTRUCTIONS TO BIDDERS

- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the District reserves the right to:
1. Waive any minor informality;
 2. Reject any and all Bids or portions thereof; or
 3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the District reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by region, as indicated within the Special Terms and Conditions. The award will be limited to the least number of Bidders that the District determines is necessary to meet the needs of the District and SAVE members.
- B. Responsibility of Bidder: The District may consider the following factors in determining if a bidder is responsible:
1. The proposed contractor's financial, material, personal and other resources, including subcontractors.
 2. The proposed contractor's record of performance and integrity.
 3. Whether the Bidder has been debarred or suspended
 4. Whether the proposed contractor is qualified legally to contract with the public entity.
 5. Whether the proposed contractor supplied all necessary information concerning its responsibility.
- C. Contract Commencement. A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by the District's authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.
- D. Effective Date. The effective date of this Contract shall be the date that the Assistant Superintendent of Business and Support Services signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- E. Final acceptance for each participating SAVE member will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

A protest shall comply with and be resolved according to A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Elizabeth Yeskey, Assistant Superintendent of Business and Support Services.

- A. Protest shall include:
1. The name, addresses, and telephone number of the interested party
 2. The signature of the interested party or the interested party's representative;
 3. Identification of the purchasing agency and the solicitation or contract number;
 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 5. The form of relief requested.
- B. The interested party shall supply promptly any other information requested by the District Representative.
- C. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- D. In cases other than those covered in Section C of the section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
- E. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the District that resulted in the interested party being unable to file the protest within the 10 days. The District Representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM TERMS AND CONDITIONS

UNIFORM TERMS AND CONDITIONS

1. Contract Interpretation

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

2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the District / SAVE member 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 District/SAVE member 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 District/SAVE member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the District/SAVE member for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the District to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the District required by the Contract shall be made by the Contractor to the Procurement Officer 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 Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the District or SAVE member. 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 District or SAVE member.

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the District/SAVE member within thirty (30) days. The Purchase Order number must be referenced on the invoice.

UNIFORM TERMS AND CONDITIONS

B. Applicable Taxes.

1. Payment of Taxes by the School District. The District/SAVE member will pay only the rate and/or amount of taxes identified in the Bid and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The District/SAVE member 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 District and/or SAVE member harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the District/SAVE member.
- 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 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 Public Entity will make reasonable efforts to secure such funds.

4. **Contract Changes**

- A. Amendments. This solicitation as well as any resultant contract is issued under the authority of the District's Assistant Superintendent of Business and Support Services or designee. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the District's Assistant Superintendent of Business and Support Services or designee. 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 District's Assistant Superintendent of Business and Support Services or designee who 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 District/SAVE member 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 District/SAVE member against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the District/SAVE member of materials furnished or work performed under this Contract. The District/SAVE member 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.

UNIFORM TERMS AND CONDITIONS

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 District/SAVE member 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 District/SAVE member 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 District/SAVE member 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 District/SAVE member.
 - E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.
 - F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable license and permit requirements.
 - 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 District/SAVE member 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 Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

UNIFORM TERMS AND CONDITIONS

7. School District's Contractual Remedies

- A. Right to Assurance. If the District 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 District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 - 1. The District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of 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 District/SAVE member 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 District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The District/SAVE member shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the District/SAVE member or damages assessed by the District/SAVE member 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 District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the District is, or becomes at any time while the Contract or an extension of 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 District may, by written notice, terminate this Contract, in whole or in part, if the District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The District may, by written notice to the Contractor, immediately terminate this Contract if the District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the District and SAVE members 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 District/SAVE member. 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 District/SAVE member. 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 District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

UNIFORM TERMS AND CONDITIONS

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 District/SAVE member.
 3. The District/SAVE member 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 District/SAVE member for any excess costs incurred by the District/SAVE member 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 A.A.C. R7-2-1155 through R7-2-1159 and rules adopted thereunder.

10. Cooperative Purchasing

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Greater Phoenix Purchasing Consortium of Schools "GPPCS" 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 vendor 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. Offshore Performance

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

12. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with 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.

- A. 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.
- B. Should the 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.

13. Terrorism Country Divestments

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

UNIFORM TERMS AND CONDITIONS

14. Boycott of Israel

Per A.R.S. 35-393.01, the District is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction that is engaged in, or, during the term of the contract, becomes engaged in a boycott of Israel. **Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it. The participation in Boycott of Israel is not a mandatory part of the offer as long as the injunction remains in place.**

15. Fingerprint and Background Checks

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.

- A. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the school district.
- B. Additionally, contractor shall comply with the governing board fingerprinting policies of the school district.

16. Registered Sex Offender Restriction

Pursuant to this Contract, the Contractor agrees by acceptance of this contract that no employee of the Contractor or a subcontractor of the Contractor, who has been adjudicated to be a registered sex offender, will perform work on school district premises or equipment at any time when school district students are, or are reasonably expected to be, present. The Contractor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.

17. Affordable Care Act

Contractor shall be solely responsible for adherence to all requirements regarding the employment of Contractor employees, including but not limited to furnishing Contractor employees with medical coverage that is affordable, provides minimum value, and meets the requirements of minimum essential coverage, as those terms are defined for purposes of the Affordable Care Act (ACA) if Contractor employees are full time employees as defined by the Act. The Contractor employee portion of the premium for the medical insurance will not exceed 9.5% of the Contractor employee's W-2 wages, as reflected in Box 1 of the W-2 form. Contractor agrees it is solely responsible for meeting its responsibilities under the ACA with respect to Contractor employees.

18. Clarifications

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

19. Federal and State Requirements

- A. Compliance with Federal and State Requirements. Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, standards, orders, rules and regulations including, as applicable, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulation.

Contractor shall comply, when working on any federally assisted projects, with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),

UNIFORM TERMS AND CONDITIONS

11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
 12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to SAVE members.
- B. 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.
- C. Contractor's Employment Eligibility. By entering the Contract, Contractor warrants compliance with A.R.S. §41-4401, A.R.S. §23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. The District may request verification of compliance from any contractor or subcontractor performing work under this Contract. The District reserves the right to confirm compliance in accordance with applicable laws. Should the District suspect or find that the Contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- D. Davis Bacon. For Federally funded projects subject to the Davis-Bacon Act, the District shall specify the applicable Davis-Bacon wage decision prior to the Contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number and date of the wage decision. Terrorism Country Divestments. Per A.R.S. §35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
- E. Fingerprint and Background Checks. In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school 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 the SAVE member's Governing Board policy. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the district. Contractor shall comply with the governing board fingerprinting policies of the district.

20. Additional Requirements for Purchases Made with Federal Child Nutrition Program Funds

The District as Sponsor of the child nutrition program is responsible for all contracts awarded.

- A. Minority and Small Businesses. Positive efforts shall be made to involve minority and small businesses for expenditures of Federal Child Nutrition funds.
- B. Access to Records. Duly authorized representatives of the School Food Authority, State Agency, US Department of Agriculture, or Comptroller General shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to all negotiated contracts.
- C. Program Regulations. The Contractor shall be in conformance with the applicable portions of the District's agreement under this program. The Contractor shall conduct program operations in accordance with 7 C.F.R. Parts 210, 215, 220, 225 and 250. The Contractor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010. The Contractor's food products shall meet grade level caloric, sodium, saturated fat and trans fat requirements.
- D. Buy American Provision. The Contractor shall purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7 C.F.R. §210.21(d) and 7 C.F.R. §220.16(d). The Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food account. There are limited exceptions to this provision which all for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.
- E. Lobbying Activities. Pursuant to the Byrd Anti-Lobbying Amendment 31 USC 1352, the Contractor must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7 C.F.R. §3018.100 (Only applies to contracts over \$100,000).
- F. Civil Rights Compliance. In accordance with Federal civil rights law and US Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA.

UNIFORM TERMS AND CONDITIONS

- G. Invoicing. The Contractor fully discloses all discounts, rebates, allowances and incentives received by the Contractor from its suppliers. If the Contractor receives a discount, rebate, allowance, or incentive from any supplier, the Contractor must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).

No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the Contractor's actual, net allowable costs. 7CFR§210.21 (f)(2)

SPECIAL TERMS AND CONDITIONS

1. **PURPOSE:** Pursuant to provisions of the School District Procurement Rules, the Tempe Elementary School District intends to establish a contract(s) on behalf of the members of SAVE for painting services as needed.
2. **AUTHORITY:** This solicitation, as well as any resultant contract, is issued under the authority of the Assistant Superintendent of Business and Support Services or designee. No alteration on any resultant contract may be made without the express written approval of the Assistant Superintendent of Business and Support Services or designee in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **BID MODIFICATION:** The District will not be responsible for Bidders adjusting their Offer based on oral instructions by any member of the District staff or contracted consultants or agents. Offers will be modified by issuance of a solicitation amendment by the Purchasing Department.
4. **INQUIRIES:** All questions related to this solicitation shall be in writing. **Direct all inquiries to Monique Harris, Senior Buyer, via mail, fax or email.** Bidders shall not contact or ask questions of the school or department or SAVE member for which this requirement is being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph number. However, the Bidder shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due time and date. All questions shall be responded to as soon as possible.
5. **LATE SUBMITTALS:** A bid/proposal submitted after the exact due date and time as listed on the cover of this document shall be rejected, except as provided in the School District Procurement Rules. A vendor submitting a late bid/proposal shall be so notified. Late bids/proposals shall only be returned at the vendor's request and cost. The vendor will assume responsibility for delivery on time at the place specified, whether sent by mail or delivered in person. Bids/Proposals sent via telephone, telegraphed, facsimile or emailed are not acceptable. The official clock for determining the time shall be that utilized by the Purchasing Department at the place bids are received and stamped.
6. **CONTRACT TYPE:** Fixed Price Term on an as needed basis.
7. **PRE-SUBMITTAL CONFERENCE:** Prospective bidders are invited to attend a pre-submittal conference. The date, time and location of this conference are indicated below. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the District's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the District at this conference. The District will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation. Oral statements or instructions shall not constitute an amendment to this solicitation.

Conference Date: November 26, 2018

Conference Time: 10:00 AM

**Conference Location: Brogan Center
Tempe School District No. 3
1430 W. Elna Rae Street
Tempe, AZ 85281**

8. **BID OPENING:** Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each bidder and the prices of the individual line items for each respondent shall be read at this time. Bids, modifications, and all other information received in response to the invitation for bid shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the invitations and evaluation documentation shall be open for public inspection.
9. **TERM OF CONTRACT:** The term of any resultant contract shall commence on the date of award and shall continue through June 30, 2019, unless terminated, canceled or extended as otherwise provided herein.

SPECIAL TERMS AND CONDITIONS

10. **CONTRACT EXTENSION:** By mutual written contract amendment, any resultant contract may be extended for successive periods of one (1) fiscal year per extension up to a maximum of four (4) fiscal years.
11. **MULTI-TERM CONTRACT:** A multi-term contract is being utilized for this procurement because such a contract will serve the best interest of the District by encouraging effective competition or otherwise promoting economics in the District procurement. The estimated requirements cover the period of the contract and are reasonable and continuing. The contract shall be canceled if monies are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal year.
12. **MULTIPLE AWARDS:** In order to assure that any ensuing contracts will allow the District to fulfill current and future requirements, the District reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the District/SAVE member. The fact that the District may make multiple awards should be taken into consideration by each potential contractor. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District and SAVE members. The District will award each project to the most affordable vendor available during the required time frame on a case by case basis. The District anticipates awarding approximately six (6) vendors. The District reserves the right to competitively bid any commodity if deemed to be in the District's or SAVE member's best interest.
13. **EVALUATION:** In accordance with the School District Procurement Rules, competitive sealed bidding, awards, shall be made to the lowest responsible and responsive bidder whose bid conforms in all materials respects to the requirements and criteria set forth in the invitation for bids.
14. **PRICE ADJUSTMENT:** The District may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The District shall determine whether the requested price increase or an alternate option is in the best interest of the District. A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
15. **NEW EQUIPMENT:** All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at the time of order.
16. **CHANGE ORDERS:** No change order that increases the cost of the project will be permitted without a revised purchase order.
17. **QUANTITIES:** This solicitation references quantities as a general indication of the needs of the District and SAVE members. However, the quantities shown are estimates only and the District reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities.
18. **SHIPPING TERMS:** Prices shall be F.O.B. Destination (freight included in price) to Tempe School District No. 3, Warehouse located at Brogan Center 1430 West Elna Street, Tempe, Arizona 85281 (or SAVE member's address as indicated on the purchase order). Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and related charges such as freight, insurance, warranty cost, and any other applicable cost shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The District/SAVE member will notify the Contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
19. **LIQUIDATED DAMAGES:** Any agreements on liquidated damages for failure to meet the time requirements for a project will be between the District or SAVE member and the Contractor. Such agreements shall be made in writing prior to the start-up. However, should an unforeseen problem arise, an extension may be granted in writing at the discretion of the Tempe Elementary School District or the SAVE member.

If the selected vendor fails or refuse to complete the work within the time specified, then the selected vendor shall agree as a partial consideration for the awarding of the contract, that the Tempe Elementary School District or SAVE member may retain from compensation otherwise to be paid to the selected vendor, or may recover by all remedies at law, the amount specified, not as penalty but as liquidated damages, for each and every calendar day that the selected vendor shall be default after the time stipulated in the bid for completion of work.

SPECIAL TERMS AND CONDITIONS

20. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design, and performance required. Any such reference is not intended to limit or restrict an offer by any vendor but is only enumerated in order to advise potential bidders of the requirements of the District and SAVE members. Any offer which proposes like quality, design or performance will be considered.
21. **SAFETY STANDARDS:** 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.
22. **CONTRACT CLAUSE:** In accordance with R7-2-1087(D) the contractor will negotiate with the District for the recovery of damages related to expenses incurred by the Contractor for a delay for which the school district is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This subsection shall not be construed to void any provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement or provides for liquidated damages.
23. **PERFORMANCE BOND:** The Contractor may, at the District or SAVE members discretion, be required to furnish an irrevocable security in the amount of 100.00% of the total contract price payable to the Tempe Elementary School District or the SAVE member, binding the contractor to provide faithful performance of the contract.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the District or SAVE member within ten (10) calendar days after receipt of a purchase order or other notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and the contract terminated by the District or SAVE member. In case of default, the District and SAVE members reserve all rights to recover as provided by law. All performance bonds must be executed on forms substantially equivalent to the form included with this solicitation.

All performance bonds must be executed on forms substantially equivalent to the performance bond forms on file at the District and incorporated by this reference.

24. **PAYMENT BOND:** The Contractor may, at the District or SAVE members discretion, be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100.00% of the total contract price and be payable to the Tempe Elementary School District or the SAVE member.

Payment security shall be in the form of a payment bond, certified check or cashier's check.

All payment bonds must be executed on forms substantially equivalent to the payment bond forms on file at the District and incorporated by this reference.

25. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses, certificates, permits and like requirements required by the operation of the business conducted by the contractor.
26. **INSPECTION:** Each project will have a final inspection and acceptance by Tempe Elementary School District or SAVE member's staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Tempe Elementary School District or SAVE member upon completion of the Project.
27. **DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to the Tempe Elementary School District or SAVE member premises. The Contractor shall hold and save the Tempe Elementary School District or SAVE member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on-premises or third persons.
28. **CLEAN UP:** The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery, and surplus materials.

If the Contractor fails to clean up the work, the District or SAVE member may do so and the cost thereof shall be charged to the Contractor. Remove all surplus materials and debris of every nature resulting from operations, and put the site in a neat, orderly condition.

SPECIAL TERMS AND CONDITIONS

- 29. WARRANTY:** All workmanship and materials shall be warranted for two (2) years from the date of acceptance of the project. This will be submitted in written form to Tempe School District No.3 or SAVE member at the completion of Project.
- 30. BILLINGS:** All billing notices shall identify the specific item(s) and/or services being billed. Items are to be identified by name, model/serial number as most applicable. Contractor shall provide the purchase order number on all billing notices submitted to the District or SAVE member. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.
- 31. INSURANCE:** The District requires a complete and valid certificate insurance prior to the commencement of any service or activity specified in this solicitation. The District will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) must at that time submit an original copy of the certificate of insurance for coverage in the minimum amounts stated and naming Tempe Elementary School District No. 3 as an additional insured party. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractual obligations.
- Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.
 - Successful Offeror will be required to provide proof of and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage and naming Tempe School District No. 3 as an additional insured party.
 - Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.
- 32. REGISTERED SEX OFFENDER RESTRICTION:** Pursuant to this contract, the Contractor agrees by acceptance of this contract that no employee of the Contractor or a subcontractor of the Contractor, who has been adjudicated to be a registered sex offender, will perform work on District or SAVE member premises or equipment at any time when District or SAVE member students are, or are reasonably expected to be, present. The Contractor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.
- 33. FINGERPRINT & BACKGROUND CHECKS:** The District anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. Fingerprint Cards may be required at the District or SAVE member's discretion.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the District suspects or finds the Contractor or any of its subcontractors are not in compliance, the District or SAVE member 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.

- 34. SUBCONTRACTORS:** All subcontractors shall be listed and at least three references for whom work has been completed within the last two years be included with the Bid Response.

SCOPE OF WORK

Purpose: The purpose of this request for proposal is to contract with a qualified firm(s) to provide an ongoing source for commercial painting and paint touch-up as would generally be required to maintain a large, multi-location entity on an as needed basis. Painting services include but are not limited to, interior surfaces, exterior surfaces, fencing, sports courts, goals, and hoops.

ITEM #	DESCRIPTION	COMPLY	DEVIATE
1. General Requirements			
1.1	All employees assigned to work on District property shall have a current and valid fingerprint clearance card as described in Special Terms and Condition #34 on page 23 of this solicitation (if required by the District or SAVE members).		
1.2	The use of any property belonging to the District such as, but not limited to, ladders and cleaning supplies is prohibited.		
1.3	Radios and boom boxes are not permitted.		
1.4	No abusive behavior, profanity, or suggestive language will be tolerated.		
1.5	Smoking or tobacco use is prohibited on District property, including all vehicles parked on District property.		
1.6	Use drop clothes over furniture and floors. Do not disturb plantings and ground cover.		
1.7	All materials shall be delivered to the work site in the manufacturer's original, paint will be opened to mix in colorant packages and containers bearing the manufacturer name and label with the following information: product name, product description, manufacturer's stock number and production date, application and/or thinning instructions, color name and number, volatile organic compound (VOC) content.		
1.8	Store materials in tightly covered containers to avoid contamination by foreign materials and residue. Contractor shall assume full responsibility for the protection and safekeeping of any products stored on the premises unless otherwise agreed upon in writing.		
1.9	The District or SAVE member, at its expense, may request additional quantities of paint for touch up and repairs.		
1.10	The District or SAVE member may elect to purchase paint and materials directly from its suppliers if determine advantageous.		
1.11	The Contractor may be required to move furniture, file cabinets, desks, or other related items. Relocation of all furniture to the middle of the room, protection of the furniture, and relocation back to the furniture original location is the responsibility of the contractor.		
1.12	Smoke devices and sprinkler head devices shall be protected during the course of the project and removed at the end of the day to provide sufficient coverage.		
2. Safety			
2.1	Follow all safety precautions regarding adequate ventilation when performing work in enclosed areas.		
2.2	Take precautionary measures as recommended by the manufacturer of each coating.		
2.3	Exercise safe industry work practices in compliance to all Federal and local ordinances and regulations.		
2.4	Equipment shall be in good working condition and shall conform to all safety standards.		
2.5	Contractor shall have on hand at all times the SDS sheets for all paint coatings, solvents, cleaners or other hazardous materials being used. Failure to comply with this requirement will result in a stop work order. Time lost shall be at the Contractor's expense.		
3. Surface Preparation Requirements			
3.1	If a surface has peeling paint or if it is necessary to cut into a surface for any reason, the Contractor shall notify the District or SAVE member prior to taking any action to avoid possible asbestos or lead contact.		
3.2	Remove all dirt, grease, mildew, moisture, scale, rust or other foreign material that will interfere with paint or stain performance. All areas that may cause paint failure due to moisture shall be addressed and eliminated.		
3.3	Remove any mildew by scrubbing with a commercial grade mildew remover, rinse thoroughly with water and then allow the surface to dry completely prior to application of patching, caulking, primer, and finish coat.		
3.4	Examine surfaces carefully for defects which cannot be corrected and might prevent satisfactory results and notify the District or SAVE member prior to attempting a repair.		

SCOPE OF WORK

ITEM #	DESCRIPTION	COMPLY	DEVIATE
3.5	Remove any protruding nails, screws, attachments, stickers or other foreign objects from surfaces.		
3.6	Feather-edge sand all chipped painted surfaces. Remove paint dust with a tack rag or solvent dampened rag.		
3.7	<p>All cracks and holes shall be repaired as outlined herein and in accordance to the manufacturer's recommendations and industry standards.</p> <p>3.7.1 Holes 1" or smaller shall be patched using all-purpose joint compound and tape sanded to match the height of the adjacent surfaces.</p> <p>3.7.2 Holes larger than 1" shall be patched by cutting the area surrounding the hole to a square shape and inserting wallboard of the same thickness to provide a snug fit. Apply all-purpose joint compound and tape, sand smooth to match the height of adjacent areas.</p> <p>3.7.3 Interior crack repairs in walls up to 1/16" shall be closed by wall compound and taping.</p> <p>3.7.4 Interior cracks exceeding 3/8" shall be repaired using all-purpose ready-mix joint compound and drywall tape.</p> <p>3.7.5 Cracks of substantial size shall be brought to the attention of the District or SAVE member to determine the need for further evaluation.</p> <p>3.7.6 Interior deep hairline cracks shall be repaired by v-grooving the crack, removing any loose particles, and cleaning out the groove as necessary. Apply manufacturer recommended spackling paste. If shrinkage occurs after application, Contractor shall apply additional paste filler sanding to match the height of adjacent surfaces. All-purpose joint compound and tape may be used as the final layer. Finished repair shall be sanded level to adjacent edges of crack.</p> <p>3.7.7 Cracks in the block, concrete or stucco shall be repaired as indicated above, however, cracks shall be filled with a high-grade caulking compound, smoothed and blended into the surfaces to match the adjacent edges of the crack.</p>		
3.8	Sand smooth all wood surfaces and wipe clean.		
3.9	Remove all rust and scale from metal surfaces. Treat galvanized steel with pre-treatment.		
3.9	For wrought iron fencing, surfaces shall be cleaned with a pressure washer that has a rotating turbo nozzle to remove debris and other oxidization or by another method acceptable to District or SAVE members.		
3.10	Wrought iron fencing surfaces with signs of rust shall be prep with a wire brush followed by 1 coat of metal primer in wire brushed areas to prevent further corrosion.		
3.11	Apply manufacturer's recommended block filler over unpainted course and porous cinder block at recommended rate to ensure complete coverage.		
3.12	Apply primer to surfaces that have not been previously coated.		
3.13	Mask all glass and color lines.		
4. Texturing			
4.1	A painter with texturing experience shall perform all work requiring match-up to existing texturing.		
4.2	Texturing of larger areas on walls and ceiling shall be performed using a compressor/hopper.		
4.3	If patching a textured wall, the Contractor shall match the texture to industry standard.		
5. Concrete Surfaces			
5.1	Concrete surfaces shall be cleaned by pressure washer or mop and bucket using standard industry concrete cleaners and in accordance to manufacturer's recommendations regarding epoxy floor coatings. Floors shall be sealed using a high-quality sealant applied as directed by the manufacturer.		
6. Coating Application			
6.1	Brush out and work brush coats into surfaces in even strokes. Eliminate cloudiness, spotting, laps, brush marks, runs, sags and other surface imperfections. Neatly draw glass lines and color breaks.		
6.2	All paints, stains, varnishes, etc. shall be smoothly and evenly spread or flowed on for professional results.		
6.3	Paint and stains shall be mixed thoroughly prior to application and stirred occasionally during application to maintain color consistency.		

SCOPE OF WORK

ITEM #	DESCRIPTION	COMPLY	DEVIATE
6.4	Apply a minimum of two coats. The second coat will be applied after appropriate dry time. When spraying, apply each coat evenly and thick enough to provide coverage of brush and roller applied coats. Do not double back with spray equipment. Thinning of paint allowed only if required by the manufacturer for the application.		
6.5	Apply wood stains according to the manufacturer's recommendations. Blend all areas for uniform color. Allow adequate drying time prior to applying the finish coat. Apply sanding sealer on newly stained wood doors after staining has dried before applying the finish coat.		
6.6	Paint should be applied according to the manufacturer's recommendation.		
6.7	All work shall be carried out under adequate illumination for proper application and inspection.		
6.8	Take measures to protect surfaces from overspray, roller back splatter, and brush drips.		
6.9	Touch-up painted surfaces as necessary.		
7. Clean Up			
7.1	Empty cans, rags, discarded paint, and rubbish shall be removed from the site daily. Use of the District's or SAVE member's dumpster is prohibited.		
7.2	Spattering and traces of paint materials shall be carefully and completely removed from adjoining surfaces such as plumbing fixtures, masonry work, and hardware in such a way as to protect them from marring. Use caution not to scratch or damage glass or any other adjacent surface. Any damage sustained during services performed under this contract shall be corrected by the Contractor at no additional cost to the District or SAVE members.		
7.3	Water or water-based agents shall be used whenever possible. Mineral based thinners should only be used on an as-needed basis after non-water based applications.		
7.4	Remove any protective masking and drop cloths after completion.		
7.5	The District or SAVE member shall identify a hose and specified location for the disposal of paint and washing paint buckets. The use of interior drains is prohibited.		
7.6	Provide "Wet Paint" signs for newly coated finishes.		
8. Scheduling Requirements			
8.1	Contractor shall coordinate all schedules with the District or SAVE members before beginning work.		
9. Ordering and Job Completion Process			

SCOPE OF WORK

ITEM #	DESCRIPTION	COMPLY	DEVIATE
9.1	<p>The following is a listing of the requirements the ensuing contractor(s) must comply with when completing project work for any eligible user District under this contract:</p> <p>9.1.1 Request for Service: The District or SAVE member will notify the Contractor of the need for services and conduct a site visit with Contractor if necessary.</p> <p>9.1.2 Site Visit: A predetermined and/or pre-identified site visit may be held by the District to ensure the contractor(s) are aware of important issues regarding the project to ensure accurate cost estimates, security procedures, property access, work responsibilities, loading and unloading restrictions, etc.</p> <p>9.1.3 Project Quotations: Contractor shall submit the project quote to the District within the specified time frame. The submitted project price quote is to be all-inclusive of all costs for the Project and shall include:</p> <ul style="list-style-type: none"> • Name, Address, and location of the Project(s) • Tasks/milestones and estimated deadline • Project quotations shall show labor hours and rates as a line item and material cost with an applicable discount as a separate line item. • Deliverables, assumptions, and variables • Sub-Contracts, if applicable • All change orders to a project must be in writing, referencing the contract number and approved by the District or SAVE member prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs at its own expense. <p>9.1.4 Purchase Order: A purchase order shall be issued by the District prior to the commencement of any work on the project.</p> <p>9.1.5 Delivery and Installation: Contractor shall assign a supervisor or contact person for each job to communicate with the District or SAVE member's point of contact.</p> <p>9.1.6 Invoicing: After completion of services, the Contractor shall submit an invoice to the District:</p> <ul style="list-style-type: none"> • All invoicing shall include: • Purchase Order number • Contract number • Job site name and location • Description of work performed • Total labor hours and rate per hour • Labor rate as per bid • Itemized materials showing discount applied • Tax • Total <p>As an option, the District may request an invoice/payment solution based on AIA methods. The AIA filing system is a standardized method of construction percentage of completion contract billing (i.e.: progress billing) developed by the American Institute of Architects (AIA) in 1992. The purpose of AIA billing was to standardize the job-related paperwork sent to architects and others by contractors, in order for the contractor to be paid for work performed on a construction project. Invoicing that does not have all the required information as listed above may be sent back to the contractor for corrections, delaying payment to Contractor.</p>		
9.1	<p>9.1.7 Payment After Job Completion: Payment shall not be provided until the inspection is completed and an approval signature is provided by authorized District representative. In case of non-satisfactory completion of any individual project, the District reserves the right to withhold payment as permissible by law.</p> <p>9.1.8 Progress Payments - Districts may make progress payments under the following conditions (also, see Special Terms and Conditions, Progress Payments):</p> <ul style="list-style-type: none"> 9.1.8.1 District and Contractor agree to the terms of the progress payments prior to issuing a purchase order 9.1.8.2 Purchase order describes the payment amounts or percentages and the project milestones 9.1.8.3 Payments are made in full compliance with the District's local governing entity rules. 		

PRICE SHEET

Firm: _____

The price sheet is attached separately as an EXCEL spreadsheet. Please locate this attachment and complete prior to your bid submission.

SUBMIT ONE HARD COPY AND ONE ELECTRONIC COPY (CD OR THUMB DRIVE IN EXCEL FORMAT) OF THE PRICE SHEET ON FORMS PROVIDED AS ATTACHMENT TO SOLICITATION ON AZPURCHASING.ORG. YOUR BID MAY BE CONSIDERED UNRESPONSIVE IF YOU FAIL TO SUBMIT THE BID COST SPREADSHEET IN EXCEL FORMAT.

REFERENCES

List a minimum of three (3) references for present and former clients similar to the Tempe Elementary School District using similar types of services. References from the school district or other governmental entities are preferred. Do not include Tempe Elementary School District as a reference.

Firm: _____

Contact Name: _____

Phone: _____ E-mail: _____

Services Provided: _____

Firm: _____

Contact Name: _____

Phone: _____ E-mail: _____

Services Provided: _____

Firm: _____

Contact Name: _____

Phone: _____ E-mail: _____

Services Provided: _____

Firm: _____

Contact Name: _____

Phone: _____ E-mail: _____

Services Provided: _____

VENDOR RESPONSIBILITY QUESTIONNAIRE

Contractor Responsibility: The Contractor must have the capability and capacity in all respects to satisfy the Scope of Work for the project. The District may consider, but is not limited to, the following factors in determining if a bidder is responsible:

- The proposed contractor's financial, material, personal and other resources, including subcontractors.
- The proposed contractor's record of performance and integrity.
- Whether the proposed contractor is qualified legally to contract with the public entity.
- Whether the proposed contractor supplied all necessary information concerning its responsibility.
- Complaints on file with the Registrar of Contractors and Better Business Bureau.
- Prior litigation history.

Your response to the following questions will be taken into consideration when determining if your firm meets the responsibility requirements. Please complete the following table and provide additional information and/or attachments as required.

1.	Legal Business Name:	
2.	Federal Employer ID:	
3.	DBA:	County Filed:
4.	Website Address:	
5.	Principal Place of Business Address:	
6.	Telephone:	Fax:
7.	Authorized Contact for Questionnaire:	
	Name: _____	Title: _____
	Telephone: _____	E-mail: _____
8.	Type of Business:	
	<input type="checkbox"/> Corporation	State of Incorporation: _____
	<input type="checkbox"/> Sole Proprietor	State/County Filed In: _____
	<input type="checkbox"/> General Partnership	State/County Filed In: _____
	<input type="checkbox"/> Not-For-Profit Corporation:	Charities Registration No.: _____
	<input type="checkbox"/> Limited Liability Company (LLC)	Jurisdiction Filed: _____
	<input type="checkbox"/> Limited Partnership	State/County Filed In: _____
	<input type="checkbox"/> Other: _____	Jurisdiction Filed: _____
9.	If not incorporated in the State of Arizona, please provide a current certificate of good standing from your state or applicable jurisdiction.	
10.	Number of years in business providing the same type of services described in this solicitation (minimum of 10 years required to be considered):	

VENDOR RESPONSIBILITY QUESTIONNAIRE

11.	<p>Name and Title of Each Principal, Owner, Officer, Major Stockholder (more than 3% or whose annual income from dividends, including the value of stock dividends, from the corporation exceeds five percent of the total annual income for such officer or employee and any other payments made to him/her by the corporation exceeds five percent of his/her total annual income):</p> <p>i. _____</p> <p>ii. _____</p> <p>iii. _____</p> <p>iv. _____</p> <p><i>*May attach additional sheet if necessary</i></p>	
12.	<p>Does your firm use or have you used in the past five years, any other business name, FEIN, or DBA other than what is listed above?</p> <p><i>*If Yes, provide the name(s), FEIN(s) and DBA(s) and the address for each such company and DBA on a separate piece of paper and attach to this response.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
13.	<p>Is the vendor in good standing with its primary financial institution?</p> <p><i>*Attach letter confirming from primary financial institution</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
14.	<p>Within the past five years, has the vendor, any principal, owner, officer, major stockholder (as previously define), affiliate or any person involved in the bidding, contracting, or leasing process been the subject of any of the following:</p> <p><i>*For each Yes answer to questions listed in the section, provide on additional sheets regarding the finding, including but not limited to cause, current status, resolution, etc.</i></p>	
	(a) A judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(b) A criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(c) An unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(d) An investigation for a civil or criminal violation for any business related conduct by any federal, state or local agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(e) A grant of immunity for any business related conduct constituting a crime under federal, state, or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(f) A federal, state or local government contract suspension or termination for default prior to the completion of the term of a contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(g) A federal, state or local government suspension or debarment from the contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No

VENDOR RESPONSIBILITY QUESTIONNAIRE

	(h) An administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(i) A federal state or local determination of willful violation of any public works or labor law or regulation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(j) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(k) An Occupational Safety and Health Act citation and notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.	During the past three years, has the vendor failed to file returns or pay any applicable federal, state or local government taxes? *If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability.	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.	Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	Does the vendor have the financial resources necessary to fulfill the requirements of the proposed contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

The undersigned personally and on behalf of the vendor identified herein, does hereby state and certify that the information given above is true, accurate and complete. It is further acknowledged that the District will rely upon the information contained herein and in any attached pages for purposes of evaluating our company for vendor's responsibility for contract award and the District may, in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein.

Name of Business

Signature of Officer

Address

Printed Name of Officer

City, State, Zip

Title

VENDOR RESPONSIBILITY QUESTIONNAIRE

Qualifications of key personnel shall be used in the evaluation of the firms experience and expertise. Identify the key personnel that will be assigned to work under the contract (i.e. Superintendent, Foreman, or Project Manager). Provide sufficient detail to analyze the proposed person's qualifications and related experience. A minimum of 5 years is required. (This form may be duplicated).

Name	
Title	
Years with the firm	
Total years of related experience	
Education	
Certifications	
Related work experience	

VENDOR RESPONSIBILITY QUESTIONNAIRE REFERENCES

Provide a listing of at least three (3) project references for which your firm provided painting services including, but not limited to, interior surfaces, exterior surfaces, fencing, sports courts, goals, and hoops, within the last five (5) years.

Company:	Contact:
Phone:	Email:
Project Description/Location:	
Dates of Services:	Value:

Company:	Contact:
Phone:	Email:
Project Description/Location:	
Dates of Services:	Value:

Company:	Contact:
Phone:	Email:
Project Description/Location:	
Dates of Services:	Value:

SUBCONTRACTOR INFORMATION SHEET

Please complete this form for each proposed subcontractor:

Legal Business Name: _____

Federal Employer ID: _____

DBA: _____ County Filed: _____

Principal Place of Business Address: _____

Telephone: _____ Number of Years Working with Your Firm: _____

References:

Company:	Contact:
Phone:	Email:

Company:	Contact:
Phone:	Email:

Company:	Contact:
Phone:	Email:

Please mark the following boxes to confirm:

- Subcontractor is properly licensed to perform the work required
*Attach a copy of any applicable contractor licenses

- Subcontractor has not been debarred or suspended by a federal, state or local government from the contracting process

- Subcontractor has completed the Vendor Conflict of Interest Form (attached)

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

All vendors interested in conducting business with Tempe School District No. 3 (District) shall complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract resulting from this solicitation. All vendors shall comply with the conflict of interest rules as stated within the certification below and as prescribed by the State of Arizona.

If a vendor has a relationship with a District officer or employee or a relative (spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse) of a District official or employee, the vendor shall disclose the information required below.

CERTIFICATION: I hereby attest:

1. No District officer or employee has or relative has a substantial interest (as defined in Arizona Revised Statute 38-502) in vendor's company or is deriving personal financial gain from this contract.
2. Vendor hereby declares that it has not and will not offer any personal gift or benefit (payment, distribution, expenditure, advance, deposit or donation of monies, any intangible personal property or any kind of tangible personal or real property not including food or beverage or expenses or sponsorships relating to a special event or function to which District officers or employees are invited) to any District officer or employee.
3. Please note any exceptions below:

Vendor Name	Vendor Phone Number and Email Address
Conflict of Interest Disclosure	
Name of the District officer or employee and relative (if applicable) with whom there may be a potential conflict of interest.	
Relationship to District officer or employee	
Interest in vendor's company	
Other	

I certify that the information provided is true and correct to the best of my knowledge by my signature:

Vendor Authorized Representative

Date

Printed Name

To be completed by the Procurement Officer if a potential conflict is disclosed.	
	Yes, named officer or employee was involved in the procurement process or decision.
	No, named officer or employee was not involved in the procurement process or decision.
Signature:	
Title:	

VENDOR SET UP FORM

Vendor Name

DBA

Address

City

State/Province

Postal Code

Country/Region

Remit To

Address

City

State/Province

Postal Code

Shipping Terms

Telephone Number

Fax Number

Contact Name

Contact Title

E-Mail Address

Website Address

Tax Rate

Vendor provides (goods and/or services?)

Goods Services Both

Legal Services

EIN # or SS#*

Please return completed request form with your current W-9 to Purchasing Department

The I.R.S. W-9 form is available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws of the State
Of _____, with its principal office in the City of
_____, (hereinafter called the
Surety), as Surety, are held and firmly bound unto the Tempe School District No. 3. (hereinafter called the Obligee) in
the amount of _____ (Dollars) (\$ _____), for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____
day of _____ 20_____, for the material, service or construction
described as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform
and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said
contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the
contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all
duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being
hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be
fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

Principal Seal

BY _____

Surety Seal

BY _____

Agency of Record

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws of the State
Of _____, with its principal office in the City of
_____, (hereinafter called the
Surety), as Surety, are held and firmly bound unto Tempe School District No. 3. (hereinafter called the Obligee) in
the amount of _____ (Dollars) (\$ _____), for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____
day of _____ 20 _____, to construct and complete a certain
work described as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20_____

Principal Seal

BY _____

Surety Seal

BY _____

Agency of Record

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

Name

Title

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Bid ("Bidder") with respect to the District's solicitation, and having first been duly sworn, I hereby depose and state as follows:

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

The Bidder has not directly or indirectly induced or solicited any other bidder to put in a sham or collusive bid, or induced or solicited any other bidder to refrain from submitting a proposal.

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

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of

_____, 20_____

Notary Public: _____

My Commission Expires: _____

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

OFFER AND ACCEPTANCE

The undersigned hereby submits a Bid and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Bid.

Arizona Transaction (Sales) Privilege Tax License No.: _____ For clarification of this Bid, contact:
 Name: _____
 Federal Employer Identification No. _____ Phone: _____
 Fax: _____
 Tax Rate: _____ % Email: _____

Company Name	Signature of Person Authorized to Sign Bid
Address	Printed Name
City State Zip	Title

CERTIFICATION - By signature in the Offer section above, the offeror certifies:

1. The submission of the Bid 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 et. Seq.
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 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.
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. The Offeror warrants that it does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance to A.R.S. §§ 35-393.01.
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. §§ 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
8. 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.
9. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE OF OFFER

The Bid is hereby accepted. The Contractor is now bound to sell the materials, services or construction as indicated by the attached Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Bid as accepted by the Tempe School District No. 3.

This contract is for: **Painting Services (SAVE)**

This contract shall henceforth be referred to as **Contract No. 19-16-23**. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives an executed purchase order, contract release document, or written notice to proceed from Tempe School District No. 3.

Awarded this _____ day of _____ 20_____

Elizabeth Yeskey, Assistant Superintendent of Business and Support Services

SUBMITTAL CHECKLIST

The District will not assume responsibility for any costs related to the preparation or submission of any bid. In order for your bid to be considered, the following should be included:

- 1 Original copy & 3 Copies of the complete bid package
- 1 Electronic version of bid Price Sheet in EXCEL format on a flash drive, thumb drive, or CD.
- Information regarding the responsibility of bidder (see pages 29-33)
- Vendor Conflict of Interest Disclosure Form
- Vendor Set Up Form
- Performance Bond
- Payment Bond
- Non-Collusion Affidavit
- Offer and Acceptance
- Completed W-9 Form (please go to <https://www.irs.gov/uac/about-form-w9> for the most updated version)