



*Phoenix Union High School District*  
**NOTICE OF INVITATION FOR BID**  
**IFB #3-213**

**MATERIAL AND/OR SERVICE: ID Badge Supplies**

Bid Due Date: **February 7, 2013 @ 2:00 P.M., MST**

Opening Location: Phoenix Union High School District #210  
Supply and Property Division  
4502 N. Central Avenue, Room 438  
Phoenix, AZ 85012

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Bid for the material or services specified will be received by the Phoenix Union High School District #210 (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 vendors pricing shall be publicly read. All other information contained in the Bid shall remain confidential until award is made. **If you need directions to our office**, please call 602-764-1405.

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

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

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

**Questions regarding this Invitation for Bid should be in writing and directed to:**

**Lila McCleery, Interim Division Manager**  
Email: [mcclery@phoenixunion.org](mailto:mcclery@phoenixunion.org)

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*Lila McCleery*  
602-764-1404 - phone  
602-271-3543 – fax  
[mcclery@phoenixunion.org](mailto:mcclery@phoenixunion.org)

*Date*

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### **DOCUMENTS REFERENCED:**

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

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

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

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

**Phoenix Union High School District #210**  
**ID Badge Supplies**  
**IFB #3-213**

**SPECIAL TERMS AND CONDITIONS**

**1. Purpose**

The purpose of this bid is to contract for Photo ID Badge Processing Supplies and miscellaneous ID Badge Accessories (neck chains, lanyards, badge clips, pouches, etc.).

**2. Authority**

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

**3. Terms of Award**

It is the intent of the District to award a multi-term contract beginning July 1, 2013 and continuing until June 30, 2014. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional two (2) one-year contracts ending June 30, 2016. However, no contract exists unless and until a purchase order is issued each fiscal year.

**4. Contract Award**

The District reserves the right to award this contract to multiple vendors. The award will be limited to the least number of vendors that the District determines will meet its needs.

**5. Award Basis**

The successful Bidder will be determined by evaluation criteria including but not limited to pricing, or other incentives offered. The District reserves the right to award as many term contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone.

**6. Evaluation**

Representatives of the District will evaluate the Bid.

The bids will be initially evaluated for conforming to the requirements of the bid. All those responsible and responsive vendors who met the technical requirements will then be evaluated for pricing and specification of products.

Evaluation criteria are listed below.

- a. Cost/Discount Offered – While cost is a significant factor in considering the placement of the awards, it is not the only factor
- b. Conformity to the exact requirements of this Bid.

**7. Freight Charges**

All pricing shall be FOB Destination.

**8. Product Delivery**

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

**9. Guarantees By the Successful Bidder(s)**

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

**10. Minimum**

The volume of value of purchase under the resultant contract(s) is unknown. The District will not be bound to purchase a minimum quantity during the contract period. The quantities listed are an estimated amount based upon 2011/2012 documented usage. The District reserves the right to increase or decrease any estimated quantities.

**11. Non-Exclusive Contract**

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

**12. Inspection**

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

**13. Vendor Required Contract/Agreement**

If your company will require the District to sign a contract or agreement for this service, a copy of that contract/agreement must accompany your proposal response.

**14. Delivery of Services**

All materials/product ordered must be delivered to the District Warehouse, 2526 W. Osborn Rd., Phoenix, AZ 85017.

**15. Samples**

Bidder may be requested to provide samples that they have produced that are similar in scope to the brand specified. The District may use these samples as part of their evaluation criteria and reserve the right to be the sole judge of quality and acceptability. Samples will be provided at No Charge.

**16. Integrity of Bid**

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

**17. Specifications**

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

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

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

**18. Billing**

All billing notices must be sent to the District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. All purchase orders issued by the District will refer to the IFB number of this Bid.

**19. Price Clause**

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

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

**20. Award**

It is expected that the award for this contract will be made in May, 2013.

**21. Brand Name or Equal**

Any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your bid differs in any way, you must give complete detailed description of your bid including pictures and literature where applicable.

**22. Deviations to Bid**

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the bid form on the Bidder's letterhead. Exceptions must be signed by authorized representative of the company. Such appendages shall be considered part of the Bidders formal bid. For the absence of any statements of deviation or exception, the Bid shall be accepted as in strict compliance with all terms and conditions.

**23. Procurement Card**

The District may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking Vendors to bid a prompt payment discount taking into

consideration receipt of payment within seventy-two (72) hours from time of payment processing. This program is only available to Vendors that are not 1099 reportable to the Internal Revenue Service. Any costs or charges to the Vendor will be based on the transaction dollar amount and is from the Vendor's servicing bank. The Vendor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

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

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

**24. Procurement Methods**

Any parts or repair services obtained under this Invitation for Bid may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. The percent discount for parts and the labor rate must remain the same no matter what purchasing method the District uses.

**Phoenix Union High School District #210  
ID Badge Supplies  
IFB #3-213**

**SPECIFICATIONS**

The District expends approximately \$65,000 annually for the purchase of Photo ID Badge Processing Supplies and approximately \$20,000 annually for the purchase of miscellaneous ID Badge Accessories (neck chains, lanyards, badge clips, pouches, etc.) It is estimated, but not guaranteed that the District will continue to expend the same amount during the 2013-2014 school year for these items.

Bidders must indicate the make and model number of the equipment/product they are bidding. If bidding, as specified, mark "A/S" in the space provided. If bidding product other than specified, include complete specifications with the bid. **Failure to submit complete specifications will deem your bid non-responsive, and will not be accepted.**

**All of the Campus/Sites currently use a DataCard CP60 Printer. All proposed supplies MUST be compatible.**

Item	Qty	Unit	Description	Specified Make/Model	Manufacturer and Model Number Offered	Page
1	1	box	Blank White Card w/Magnetic Stripe - .030 mm thickness, magnetic stripe, polish/polish white blank, triple track, power applied to magnetic stripe. 50 cards per box	See Multicard CR80X30 p/p white blank w/hico mag strip or equal		
2	1	pkg.	Cleaning Cards, 10 cards per package	See Multicard 89AT 160-001 or equal		
3	1	ea.	Print Ribbons – Color with Topcoat. Approximate yield of 135 cards per ribbon	See YMCKT or equal		
4	1	Box	One Day Visitor Badge. Expires 24 hours after application. 100/Box	See Uline S-17156 or equal.		
5			Percent Discount off the List Price for miscellaneous items such as, but not limited to: neck chains, lanyards (including custom), badge clips, badge pouches, etc.			

All Manufacturer(s) and model numbers listed are for quality standard purposes. Vendors may provide an "or equal" for any of these items.

**All materials/products ordered must be delivered to the District Warehouse, 2526 W. Osborn Rd., Phoenix, AZ 85017.**

**Phoenix Union High School District #210**  
**ID Badge Supplies**  
**IFB #3-213**

**Bid Response Format**

**One Original and (1) copy** of your Bid must be submitted. The District will not assume responsibility for any costs related to the preparation or submission of the Bid. In order for your Bid to be considered, the following should be included and should be referenced with *index tabs*:

- Tab 1.            Specifications page showing Make and Model Bid
- Tab 2.            Signed Bid Cost Form
- Tab 3.            Signed Bid and Acceptance Form
- Tab 4.            Signed and Notarized Non-collusion Affidavit  
                      I.R.S. W-9 Form  
                      Vendor Disclosure Form



**Phoenix Union High School District #210  
ID Badge Supplies  
IFB #3-213**

**Bid Cost Form**

The undersigned, propose to provide the service/product/material as outlined in the specifications herein. The undersigned further declares that all information to the reference Bid has been carefully read and examined. All undersigned agree to comply with the District rules, regulations and policies. *(Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)*

Item	Qty	Unit	Description	Unit Cost
1	1	box	Blank White Card w/Magnetic Stripe - .030 mm thickness, magnetic stripe, polish/polish white blank, triple track, power applied to magnetic stripe. 50 cards per box	\$
2	1	pkg.	Cleaning Cards, 10 cards per package	\$
3	1	ea.	Print Ribbons – Color with Topcoat. Approximate yield of 135 cards per ribbon	\$
4	1	Box	One Day Visitor Badge. Expires 24 hours after application. 100/Box	\$
5			Percent Discount off the List Price for miscellaneous items such as, but not limited to: neck chains, lanyards (including custom), badge clips, badge pouches, etc.	%

The District may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking Vendors to bid a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing.

Will you allow payment of invoices using the Procurement Card?      \_\_\_ Yes    \_\_\_ No

Is there a discount offered for prompt payment through invoicing      \_\_\_ Yes    \_\_\_ No

If so, what are the terms? \_\_\_\_\_% Net \_\_\_\_\_days

---

Name of Company Proposing Date Signed

---

Authorized Signature/Local Representative Telephone/Fax Number

---

Type Name and Position Held with Company E-mail address

---

Mailing Address City State Zip

**Phoenix Union High School District #210  
ID Badge Supplies  
IFB #3-213**

**BID AND ACCEPTANCE**

**BID**

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Federal Employer Identification No. or  
AZ Transaction Privilege Tax No.

For clarification of this bid, contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

***CERTIFICATION***

By signature in the Bid section above, the Bidder certifies:

- 1 The submission of the Bidder did not involve collusion or other anti-competitive practices.
- 2 The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
- 3 The Bidder 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 In accordance with A.R.S. § 35-393, the Bidder does not have scrutinized business operations in Iran.
- 5 In accordance with A.R.S. § 35-391, the Bidder does not have scrutinized business operations in Sudan.
- 6 In accordance with A.R.S. § 35-392, the Bidder is in compliance with the Export Administration Act.
- 7 No employee of the Bidder, or a subcontractor of the Bidder, who has been adjudicated to be a registered sex offender, will perform work on district premises or equipment at any time when District students are, or are reasonably expected to be, present.
- 8 **Federal Immigration and National Act (FINA) A.R.S. §41-4401 and A.R.S. §23-214**  
By signing this proposal, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. By entering into a Contract with PUHSD, Contractor agrees to obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Departments of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- 9 In accordance with A.R.S. §15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted.

**Phoenix Union High School District #210  
ID Badge Supplies  
IFB #3-213**

**BID AND ACCEPTANCE  
PAGE 2**

**ACCEPTANCE**

The bid is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No. 3-213.

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

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Authorized District Signature

**Phoenix Union High School District #210  
ID Badge Supplies  
IFB #3-213**

**NON-COLLUSION AFFIDAVIT**

State of Arizona                     )  
  )  
County of                             )      ss.

\_\_\_\_\_, affiant,

the \_\_\_\_\_  
  (Title)

\_\_\_\_\_  
  (Contractor/Bidder)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
  (Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

**Phoenix Union High School District #210  
ID Badge Supplies  
IFB #3-213**

**VENDOR DISCLOSURE FORM**

Please mark the appropriate category below:

ORGANIZATIONAL STRUCTURE:

Individual/Sole Proprietor	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
Corporation	<input type="checkbox"/>	Non-Profit Agency	<input type="checkbox"/>
Government Agency	<input type="checkbox"/>	Public Utility	<input type="checkbox"/>

SMALL BUSINESS INDICATORS:

Small per A.R.S. § 41-1001.1a	<input type="checkbox"/>	Women Owned per A.R.S. § 41-1504.16	<input type="checkbox"/>
Minority Owned per 15CFR 1400.2 (a)	<input type="checkbox"/>	Disabled per A.R.S. § 41-1492.5	<input type="checkbox"/>

For District Pro-Active Affirmative Action Statistical Information this form **MUST** be submitted with your bid at the time of the proposal opening.

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social security number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> </tr> </table>										

or

Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> </tr> </table>										

*Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

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

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

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

**Phoenix Union High School District #210  
ID Badge Supplies  
IFB #3-213**

**NO BID REPLY FORM**

REQUEST FOR PROPOSALS: IFB #3-213  
SUBJECT MATTER: ID Badge Supplies  
OPENING DATE AND TIME: **February 7, 2013 @ 2:00 P.M. MST**  
Phoenix Union High School District  
Supply and Property Division, Room 438  
4502 N. Central Ave., Phoenix, AZ 85012

If you will not be bidding, please indicate below in the appropriate area the reason for your decision and return **only** this page to the above address.

- Do not carry this type of product/service.
  
- Because of staff availability or current business conditions, a bid will not be sent.
  
- Can not meet the product/service specifications as described in the bid specification due to:  
\_\_\_\_\_  
\_\_\_\_\_
  
- Can not meet requirements of the bid terms and conditions because:  
\_\_\_\_\_  
\_\_\_\_\_
  
- Retain our company on the mailing list for future bids.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## UNIFORM INSTRUCTIONS TO BIDDERS

### 1. Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires a Bidder to submit as part of the Bid.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Bidders, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Bid and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Bidder”** means a vendor who responds to the solicitation.
- I. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- J. **“Responsible Bidder”** means the bidder who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.
- K. **“Responsive Bidder”** means the bidder who submits a bid that conforms in all material respects to this Invitation For Sealed Bids, Instruction to Bidders and the Plans and Specifications which are incorporated herein by this reference.
- L. **“Solicitation”** means an Invitation for Bids (IFB).
- M. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- N. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- O. **“School District”** means the School District that executes 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 unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Bid and not be opened until after the Bid due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the 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 or Addendum. A Bidder may not rely on verbal responses to inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Bid Conference. If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. A Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3. **Bid Preparation**

- A. Forms: No Facsimile or Electronically Submitted Bids. A Bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile or electronically submitted bid shall be rejected.
- 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 applicable law.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the 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/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the 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 Bid 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 School District will conclude that the price(s) bid includes all applicable taxes.
- 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. Special Terms and Conditions;
  2. Uniform General Terms and Conditions;
  3. Statement of Scope of Work;
  4. Specifications;
  5. Attachments;
  6. Exhibits;
  7. Special Instructions to Bidders; and
  8. 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).

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. Bid Amendment or Withdrawal. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Bids submitted and opened are public records and must be retained by the School District. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by the School District. If a Bidder believes that information in its Bid

should remain confidential or is proprietary, it shall stamp as confidential that information and submit a statement with its Bid detailing the reasons that information should not be disclosed. The School District shall make a determination on whether the stamped information is confidential pursuant to the School District Procurement Code.

- D. Non-collusion, Employment, and Services. By signing the Bid and Acceptance form or other official contract form, the Bidder certifies that:
1. It did not engage in 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.

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. All applicable taxes in the Bid will be considered by the School District when determining the lowest bid; except when a responsive Bidder which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Bidders in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Bids. A bid submitted after the exact Bid due date and exact time shall be rejected.
- 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. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District 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 School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Bidder is not in the School District interest, "all or none" Bids shall be rejected. The Procurement Officer will award to the least number of suppliers necessary to meet the requirements of the District.
- B. Contract Commencement. A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by the District authorized signature on the Bid and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Bid and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

7. **Protests**

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

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

## UNIFORM GENERAL TERMS AND CONDITIONS

### 1. Contract Interpretation

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

### 2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Bid and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change

their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

### 3. **Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
  - 1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Bid and in any resulting Contract.
  - 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

### 4. **Contract Changes**

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

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

## 5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  2. Force Majeure shall not include the following occurrences:
    - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
    - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
    - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
  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 to the extent that such delay or failure is caused by force majeure.

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

## 6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:
1. Of a quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials or services are used;
  3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.



## 7. School District Contractual Remedies

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

## 8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

- C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
  2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
  3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District reprocurring 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 rules adopted thereunder.

## **10. Gift Policy**

The Phoenix Union High School District will accept no gifts, gratuities or advertising products from vendors. The District has adopted a zero tolerance policy concerning vendor gifts. Procurement officials may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

## **11. Offshore Performance**

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

**12. Contractor's Employment Eligibility**

By entering the contract, contractor warrants compliance with 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.

**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.

**14. Scrutinized Business Operations**

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

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

**15. Fingerprint Checks**

Per A.R.S. 15.512, a Contractor, Subcontractor or Vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to A.R.S. Title 41, Chapter 12, Article 3.1. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

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

Additionally, contractor shall comply with the governing board fingerprinting policies of each individual School District.

**16. Registered Sex Offender Restriction**

No employee of the vendor, or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, may perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. A violation of this condition may result in the cancellation of this contract at the District's discretion.

**17. Clarifications/Discussions**

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 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.

**18. Confidential Information**

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

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

Public record: All bids submitted in response to this solicitation shall become the property of the School District. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official at 4502 N. Central Avenue, Phoenix, AZ 85012 by appointment.

**19. Affirmative Action Plan**

Bidders are informed that the Phoenix Union High School District, in its efforts to increase the opportunities for Small Business and Minority Enterprises to do business with the District, has an Affirmative Action Plan in place. Copies of this plan are available to any member of the public, at no cost, upon request by contacting the Purchasing Office at 602-764-1405.

**20. Bidder Registration**

**All Bidders are required to be a registered vendor before a contract can be awarded.** Bidders must register online at [www.azpurchasing.org](http://www.azpurchasing.org). For information or questions regarding vendor registration contact Lila McCleery, Interim Division Manager of Supply and Property Division, 4502 N. Central Avenue, Phoenix, AZ 85012, telephone 602-764-1404, fax 602-271-3543 or by email at [mcclery@phoenixunion.org](mailto:mcclery@phoenixunion.org).

**21. Award Notification**

All award notifications and bid tabulation sheets will be posted online at [www.azpurchasing.org](http://www.azpurchasing.org) after Governing Board award.