

Invitation for Bid



Issue Date: April 01, 2021

IFB No.: 21-015-26

Material and/or Service: Technology Related Repair Parts

IFB Due Date: April 23, 2021

Time: 2:00 p.m., Arizona Time

Opening Location: Vail Unified School District
Calvin Baker Leadership Center
Attention: Tori Gamble, Purchasing Department
13801 E. Benson Highway, Suite B
Vail, Arizona 85641

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, bids for the material or services specified will be received by the Vail Unified School District No. 20, 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 submitting 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 (520) 879-2000**

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.

Bids must be submitted in a **sealed** envelope/package with the bid number and Bidder's name and address clearly indicated on the package. 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 shall be issued in writing to:

Tori Gamble, Procurement Analyst
Email: gamblet@vailschooldistrict.org

Verbal inquires and questions received after April 16, 2021 at 10:00 a.m., Arizona Time, will not be answered.

Table of Contents

<u>Section</u>	<u>Page</u>
Calendar of Events	3
No Bid Response Form	4
Uniform Instruction to Offerors	5
Uniform General Terms and Conditions	10
Special Terms and Conditions	18
Compliance with Federal Requirements	23
Scope of Work	26
Cost Proposal Form.....	27
Questionnaire	28
Bid Requirements	29
Deviations and Exceptions	30
Confidential/Proprietary Submittals.....	31
Conflict of Interest Form.....	32
Non-Collusion Statement	33
Offer and Acceptance Form	34
Vail Vendor Application	35
W-9.....	36
Address Label	37
Federal Requirements Acknowledgement	Attachment A

Calendar of Events

The Calendar of Events is an integral part of the Proposal Requirements and Contract Documents. All times refer to Local Time. The calendar of events is subject to change.

Event	Date and Time
Issue Solicitation.....	Thursday, April 01, 2021
Prebid Conference	N/A
Last Day for Questions/Addendums	Friday, April 16, 2021 @ 10:00 a.m.
Proposals Due	Friday, April 23, 2021 @ 2:00 p.m. Local AZ Time
Recommendation to Governing Board.....	<i>(anticipated)</i> Tuesday, May 11, 2021

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.

NO BID RESPONSE

IFB 21-015-26 Technology Related Repair Parts

If you do not wish to bid on this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason(s) for your decision and return this page. Any Offeror not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the vendors list for those items or services. If a vendor wishes to remain on the vendors list, a no bid response or a request to remain on the list is all that is needed. This form may be returned to the address listed below, or faxed to 520-879-2078. A “No Bid” will be considered a response.

_____ I am submitting a “No Bid” at this time. Please keep my name on the District’s Bidder’s List.

_____ I cannot meet the product/service specifications as described in the solicitation due to:

_____ I cannot meet the Terms and Conditions of the solicitation because:

_____ I do not provide services of this nature.

Name of Company

Date Signed

Signature of Person Authorized to Sign Offer

Phone:

Typed Name

Fax:

Title

E-Mail:

Address

City

State

Zip

Please return this completed form to:
Vail Unified School District No. 20
Purchasing Department
13801 E Benson Highway, Ste B.
Vail, Arizona 85641
purchasing@vailschooldistrict.org
Fax # 520-879-2078

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer 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. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Responsible Offeror”** means the offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.
- L. **“Responsive Offeror”** means the offeror who submits a bid that conforms in all material respects to this Invitation for Bid, Instruction to offeror and the Plans and Specifications which are incorporated herein by this reference.
- M. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- N. **“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.
- O. **“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.
- P. **“School District”** means the School District that executes the contract.

2. Inquiries

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

B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.

D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) business days before the Offer 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. All inquiries shall be sent in writing to the contact listed on page one (1) of this solicitation. An Offeror 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-Offer Conference. If a pre-offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

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

3. Offer Preparation

A. Forms: No Facsimile or Electronic Offers. An Offer 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, electronic or mailgram offer shall be rejected.

B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.

D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.

E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

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

G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.

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. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Employer 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 Cost Form.

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

K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer 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, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Statement of Scope of Work;
5. Specifications;
6. Attachments;
7. Exhibits;
8. Special Instructions to Offerors; and
9. Uniform Instructions to Offerors

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer

A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

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

D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form and notarization the non-collusion affidavit or other official contract form, the offeror certifies that:

1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; 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 Offer will be considered by the School District when determining the lowest bid; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.

D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer 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 the solicitation, the School District reserves the right to:

1. Waive any minor informality;
2. Reject any and all offers 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. This bid may be awarded "Item by Item", "by Category", "All or None", "Single Vendor", or "Multiple Vendors" whichever manner deems to be in the best interest of the District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.

- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by an authorized District Representative of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. Unless otherwise stated in the Contract, this Contract shall be in effect once an authorized District Representative signs the Offer and Acceptance Form and a Purchase Order is issued.
- D. Final acceptance. The final acceptance will be contingent upon the approval of the Governing Board.

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, John Carruth, Superintendent. A protest of a Solicitation shall be received by the District Representative before the Offer 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 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 Offer 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 Offer and in any resulting Contract/Purchase Order.

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 Authorized District Representative.

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. Any contract entered by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Vail Unified School District No. 20 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the District."

C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall defend, 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's Contractual Remedies

A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing 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's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of 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. 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.

11. 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.

12. 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.

13. 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.

In accordance with A.R.S. §§ 35-393, the offeror is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

14. Fingerprint Clearance Cards

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. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. Additionally, contractor shall comply with Governing Board Policies of the Vail School District.

15. Registered Sex Offender Notification Restriction

Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District's premises at any time without written approval of the District Representative.

Any breach of Contractor's or any subcontractor's warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of the District's rights and the subcontractor's obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

16. Clarifications/Discussions

Clarification means communication with Offeror 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 Offeror. Clarification does not give Offeror an opportunity to revise or modify its Offer, except to the extent that correction of apparent clerical mistakes results in a revision.

17. Confidential Information

Confidential information request: If Offeror 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 Offeror in writing of such determination.

18. Prohibition of Reprisals

The Vail School District is committed to complying with Federal requirements related to whistleblower protections.

To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of;

- A. gross mismanagement of a contract or grant;
- B. a gross waste of public funds;
- C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
- D. an abuse of authority related to the implementation or use of public funds; or
- E. a violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.

SPECIAL TERMS AND CONDITIONS

1. Insurance and Safety

A. Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this IFB. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form. Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "Vail Unified School District No. 20 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Combined Single Limit (CSL) \$1,000,000. The policy shall be endorsed to include the following additional insured language: "Vail Unified School District No. 20 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability:	
Each Accident	\$100,000
Disease -Each Employee	\$100,000
Disease -Policy Limit	\$500,000

4. Property Insurance. Contractor's awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

5. Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

B. Safety

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

2. Evaluation Schedule

Responses will be initially evaluated for conforming to the requirements of the IFB. Bidders will then be reviewed for ability to perform the contract at the price offered.

3. Terms of Award

It is the intent of the District to award a term contract for a period of one (1) year; with the option to renew for up to four (4) years consecutively. However, no contract exists unless and until a purchase order is issued.

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

4. Contract Award

The award may be issued to multiple Offerors, if the District deems this necessary to meet the requirements of within the scope of work. The award will be limited to the least number of Offerors that the District determines is necessary to meet the needs of the District.

5. Award Basis

The contract shall be awarded to the lowest responsible and responsive Offeror(s) whose bid conforms in all material respects to the requirement set forth in the Invitation for Bids.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the bid form on the Offeror's letterhead over the signature of the person signing the bid form. Such appendages shall be considered part of the Offeror's formal bid. For the absence of any statements of deviation or exception, the bid shall be accepted as in strict compliance with all terms and conditions.

If an offeror receives a bid award, an order is placed and offeror is unable to meet the delivery requirements, meet service requirements, or material that meets the Districts needs as outlined in this Invitation for Bid, or is unable to hold bid price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with bid specifications, as determined by the District, the District reserves the right to go to the next lowest bid price of equal quality which meets bid specifications.

6. Evaluation

Representatives of the District will evaluate the bids to determine if the low bidder is responsive and responsible. Bids shall be awarded to the lowest responsible and responsive offeror(s) based on the calculation of the cost form taking into consideration the total cost and the ability to provide goods and service in line with the scope of work provided.

- Responsiveness means a person (or company) who submits a bid which conforms in all material respects to the Invitation for Bids.
- Responsibility means a person (or company) who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.

7. Billing

All billing notices must be sent to the District's **Accounts Payable Department, PO Box 800, Vail, AZ 85641**. All invoices shall identify the specific item(s) being billed, purchase order number, and refer to the bid number of this solicitation.

8. Price Clause

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on individual items within in the bid. Sales tax should be noted as a percentage within the appropriate field on the cost form, and should not be included in the item unit price.

After initial contract term and prior to any contract renewal, the Vail Unified School District No. 20 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 offer 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 Vail Unified School District No. 20.

9. Warranty and Quality Guarantee

Offeror warrants that any equipment or material supplied to the District shall fully conform to all requirements of the contract and shall be fit for all purposes and uses required by the contract.

10. Offeror Warranty

Provide **1-year** warranty, or longer when so specified, for all equipment required under this contract. Deviations of the warranty period must be noted on the cost form.

11. Americans with Disabilities Act of 1990

The Offeror shall comply with the Americans with Disabilities Act of 1990 (Public Law I 0 1-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination of the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the procurement officer for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation

12. Buy American Provision

Offeror will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). Offeror shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

13. Small Businesses, Minority-Owned Firms, and Women's Business Enterprises

In accordance with OMB Circular A-110, the District shall make a positive effort to utilize small businesses, minority-owned firms, and women's business enterprises (SMWBE), whenever possible by 1) ensuring that SMWBE are used to the fullest extent practicable; 2) making information on forthcoming opportunities available and arranging time frames for

purchases and contracts to encourage and facilitate participation by SMWBE; 3) considering in the contract process whether firms competing for larger contracts intend to subcontract with SMWBE; 4) encouraging contracting with consortiums of SMWBE when a contract is too large for one of these firms to handle individually; and 5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of SMWBE.

14. Disclosure of Lobbying Activities

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, Offeror must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)

15. Certification Regarding Lobbying

Pursuant to 31 USC 1352, Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in C.F.R. Part 200.450. By signing the Offer & Acceptance form, Offeror shall certify that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions. (Only applies to contracts over \$100,000)

16. Certificate of Independent Price Determination

Offeror agrees that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.

17. Civil Rights Compliance

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

18. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation

Offeror shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The District will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. (Only applies to contracts over \$100,000)

19. Contract Work Hours and Safety Standard Act

Offeror shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). (Only applies to contracts over \$2,500)

20. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing the Offer & Acceptance form, Offeror shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 C.F.R. Part 180 and 2 C.F.R. Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)

21. Energy Policy and Conservation Act

Offeror shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871.)

22. Equal Employment Opportunity

Offeror shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 60).

COMPLIANCE WITH FEDERAL REQUIREMENTS

When a District expends Federal funds for any contract resulting from this procurement process certain certifications and provisions are required. Accordingly, the parties must agree that the terms and conditions within the Federal Funds Acknowledgment Form applies to the Contract between the District and the awarded Vendor(s) in all situations where the vendor(s) have been paid, or will be paid, with federal funds. Vendor shall affirm and acknowledge the attached form titled "Federal Funds Acknowledgment Form". Failure to submit completed forms may deem your bid non-responsive, and the bid may not be accepted. Note that although all items shall be acknowledged on the Federal Funds Acknowledgment Form, items one and two apply specifically to Food Service Program purchases utilizing Food Service Funds.

1. Program Regulations

Contractor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contractor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. Contractor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contractor's products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements.

2. Buy American Provision

Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). 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 over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

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4. Disclosure of Lobbying Activities

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, 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. 7CFR§3018.100 (Only applies to contracts over \$100,000)

5. Certification Regarding Lobbying

Pursuant to 31 USC 1352, Contractor must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. By signing the Offer & Acceptance form, Contractor shall certify that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions. (Only applies to contracts over \$100,000).

6. Certificate of Independent Price Determination

Offeror agrees that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.

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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

8. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation

Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The SFA will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. (Only applies to contracts over \$100,000)

9. Contract Work Hours and Safety Standard Act

Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$2,500)

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12. Equal Employment Opportunity

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

13. Record Keeping

The books, documents, papers and records of Contractor pertaining to operations under this Agreement shall be available to the SFA at any reasonable time. These records are subject to inspection or audit by duly authorized representatives of the SFA, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place.

The SFA shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

14. Invoicing

Contractor fully discloses all discounts, rebates, allowances and incentives received by Contractor from its suppliers. If Contractor receives a discount, rebate, allowance, or incentive from any supplier, 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. 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 Contractor receiving payments in excess of the Contractor's actual, net allowable costs. 7CFR§210.21 (f)(2)

15. Termination Clause

The contract may be terminated for cause and for convenience by the SFA. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)

SCOPE OF WORK

The District has an on-site repair department in which the staff of this department has the ability to repair and/or replace all components related to computer and tablet devices. The purpose of this request is to obtain qualified vendors who can provide the necessary repair parts to repair these devices.

The District intends to purchase technology related repair parts from manufacturers including, but not limited to Apple, Dell, and Lenovo. The successful vendor(s) shall be able to:

1. Provide repair parts, of the exact specifications required, and of the amounts required.
2. Suggest substitutions when parts required are not available. Substitutions would require approval by the District Computer Technology Repair Department before acceptance.
3. Offer an option for refurbished parts when available. Refurbished parts would require approval by the District Computer Technology Repair Department
4. Provide parts in a timely manner, no more than 30 days.
5. Offer a reasonable warranty of no less than 90 days on all parts; to include refurbished.
6. Provide parts of similar grade as OEM, or as established by industry standards. The District reserves the right to make the final assessment as the condition and appearance of the equipment provided.
7. Make reasonable efforts to assure that all items provided have been legally procured.
8. Notify the District prior to execution of any purchase orders, if the time required to acquire the requested repair parts extends past 30 days.

This bid may be awarded “Item by Item”, “by Category”, “All or None”, “Single Vendor”, or “Multiple Vendors” whichever manner deems to be in the best interest of the District.

In the event that a product or groups of products are discontinued by a manufacturer, the District at its sole discretion may allow the contractor to provide substitutes for the discontinued product(s) or allow the deletion of such products from the contract.

The District reserves the right to add and/or delete goods to this contract. Should additional goods be required from this Contract, prices for such additions will be negotiated between the Contractor and the District.

The contract will begin immediately upon issuance the District signed Offer and Acceptance form, and a District approved Purchase Order. The initial contract will be valid through June 30, 2022; with the option to renew for up to four (4) consecutive one (1) year terms thereafter.

COST PROPOSAL FORM

The repair parts requested in this IFB are for various student and staff technology related equipment. This cost proposal form provides a listing of the most commonly used repair parts. The list is not all inclusive to the parts that may be required. Brand names referenced are for specification purposes only; third-party compatible parts are acceptable.

- This list of most commonly used items should have a higher discount rate than that of the fixed catalog discount.
- Items not included on this list shall have a fixed catalog discount rate.
- Discount rate(s) shall be clearly identified on all invoices.
- Costs provided on the Cost Proposal Form shall be for new parts only.
- Discounts shall be held firm through the term of the contract.
- Parts and supplies required are ordered on an ‘as needed’ basis throughout the year.

Company Name: _____

Sample Part Description	(A) Current Catalog Price	(B) Discount Offered % (Firm)	(C) Discounted Price	(D) Minimum 90 Day Warranty - Y/N
Apple 87W USB-C Power Adaptor for 15” MacBook Pro				
Apple Battery for 13” MacBook Pro 13”m, 60wh #A1322				
Apple Display Assembly for 13” MacBook Air #A1466				
Apple, Front Glass with Home Button for iPad Air Gen 2 (MP2F2LL/A)				
Lenovo 11e Gen 4 (20J0) Battery				
Lenovo 11e Gen 3 (20GF) Keyboard				
Lenovo 100e Gen 2 (MTK) Top Case				
Lenovo 100e USB-C Power Adapter				
Lenovo LCD for Yoga 11e Chromebook				

Total Column C: \$ _____

Fixed catalog discount for any items not included on the list above: _____%

QUESTIONNAIRE

Company Name: _____

Dedicated Account Representative: _____

Account Representative Phone: _____

Account Representative Email: _____

Can you supply Apple® Computer Parts/Peripherals? _____ Yes _____ No

Are you a Lenovo Certified Parts Reseller? _____ Yes _____ No

Are you a Dell Certified Parts Reseller? _____ Yes _____ No

List all manufacturer's in which repair parts are available through your organization and may be ordered under this contract:

1. The vendor agrees that formal quotes referencing contract IFB 21-015-26 shall be issued for all repair parts requested under this contract.
2. The vendor agrees that no parts will be shipped without an assigned District approved Purchase Order.
3. The vendor agrees to provide the service necessary for the scope of work and specifications set forth within this IFB.
4. The vendor acknowledges they have carefully read and examined all information within this IFB.
5. The vendor agrees to comply with the District rules, regulations and policies set forth within this IFB.

Person Authorized to Execute Contract (print): _____

Authorized Signature: _____ **Date:** _____

BID REQUIREMENTS

Two complete copies of your bid, (1) original print copy and (1) electronic USB copy, shall be submitted in a sealed envelope/package. The Vail Unified School District No. 20 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 shall be included and should be referenced with *index tabs*:

- Tab 1** Brief introduction letter to include contact information of key personnel and the dedicated representative of this contract.

- Tab 2** Cost Form (Page 27)

- Tab 3** Questionnaire (Page 28) and any applicable Addendum Acknowledgements

- Tab 4** Compliance with Federal Regulations Acknowledgement (Attachment A)

- Tab 5** Deviations and Exceptions Form
Confidential/Proprietary Submittals Form
Conflict of Interest Form
Non-collusion Affidavit
Offer and Acceptance Form
Vail Vendor Application
Signed I.R.S. W-9 Form.
Insurance Documentation - Proof of worker's compensation/employer's liability insurance as required by law.

The form of contract for any award made as a result of this bid will be a district purchase order referencing this bid. The amount will be based upon the fees shown in the bid, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposed contract must be included with the bid.

DEVIATIONS AND EXCEPTIONS

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

Exceptions (mark one):

_____ No exceptions

_____ Exceptions taken (describe below – attach additional pages if needed. Deviations regarding product specifications should be noted on the Cost Form, Attachment A)

Firm

Authorized Signature

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered. The School District/Public Entity will not consider pricing to be confidential or proprietary.

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer.

_____ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform General Terms and Conditions, paragraph 17).

Firm

Authorized Signature

CONFLICT OF INTEREST

The undersigned, the owner or authorized officer of _____
(the "Firm"), hereby represent and warrant to their best knowledge that no familial relationships exist
between the owner(s) or any employee of the company and any member of the Governing Board of the
Vail Unified School District, Superintendent of the Vail Unified School District, any employee of the
Vail Unified School District.

_____ YES _____ NO

If NO, disclose relationship(s) below:

Company Name (Print)

Company Representative (Print)

Authorized Signature

Date

NON-COLLUSION AFFIDAVIT

State of)
) ss.
County of)

_____, affiant,
(Name)

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 induces 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 _____, 20____.

Signature of Notary Public in and

for the County of

State of

OFFER AND ACCEPTANCE

The undersigned hereby offers 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 offer.

AZ Tax ID: _____
Federal Employer Tax ID: _____
Tax Rate: _____ %
Company Name: _____
Address: _____
City, State Zip: _____

For clarification of this offer, contact:
Representative: _____
Phone: _____
Email: _____
Signature of Person Authorized to Sign Offer:

Printed Name, Title: _____

CERTIFICATION

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

1. The submission of the offer 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 Federal Executive Order 11246, State Executive Order 75-5 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 offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror complies and maintains compliance with the Federal Immigration and Nationality Act (FINA), ARS §41-4401 and §23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with E-Verify Employee Eligibility Verification Program.
5. In accordance with ARS §35-391, the Offeror does not have scrutinized business operations in Sudan.
6. In accordance with ARS §35-392, the Offeror complies and shall remain in compliance with the Export Administration Act.
7. In accordance with ARS §35-393, the Offeror does not have scrutinized business operations in Iran.
8. In accordance with ARS §15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
11. In accordance with A.R.S. §§ 35-393, the offeror is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

ACCEPTANCE OF OFFER

The Proposal is hereby accepted. The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor’s Proposal as accepted by the School District/Public Entity. This contract shall henceforth be referred to as **IFB 21-015-26**. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed.

Awarded this ____ day of _____ 20__

Michelle Quiroz, Director of Finance



VENDOR APPLICATION

Please provide all information that applies.

Submit this form with a signed copy of your W9.

The vendor is responsible to contact VUSD with any updates or changes. Questions? Contact Purchasing Analyst, Tori Gamble at (520) 879-2028.

COMPLETE AND RETURN TO:

purchasing@vailschooldistrict.org

Vail Unified School District No. 20
Purchasing Department
13801 E Benson Highway
Vail, AZ 85641

VENDOR DISCLOSURES: (Required)

Yes* No Are you an employee for VUSD.
 Yes* No Are you a relative of a VUSD employee? If yes, who? _____

**If yes is answered to either question above a conflict of interest form must be on file.*

GENERAL VENDOR INFORMATION

Name of Business: _____
 DBA (if applicable): _____
 Address: _____
 City: _____ Zip Code: _____
 Main Business Phone #: _____
 Federal Tax ID or SSN #: _____ EIN No. #: _____
 Tax Classification: Sole Proprietorship Partnership LLC (C) LLC (S) LLC (P) Non-Profit

PURCHASE ORDER INFORMATION

Does Your Organization Accept Net 30 Terms? Yes* No **By indicating YES, vendor agrees to Net 30 terms and conditions, and an invoice is provided to the VUSD Accounts Payable Department.*
 Business Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Vendor Order Phone #: _____
 Vendor Order Email: _____

PAYMENT AND INVOICE INFORMATION

Pay to the Order of: _____
 Remittance Address: _____
 City: _____ State: _____ Zip Code: _____
 Accounting Contact: _____ Accounting Phone: _____
 Accounting Email: _____

USE TAX DETERMINATION

Do you have an Arizona Transaction Privilege Tax License? Yes No
 (If Yes, #: _____)
 Does your organization have a physical Arizona Location? Yes No
 Does your organization provide goods, services, or both? Goods Services Both

COOPERATIVE PURCHASING:

(Check all that apply and indicate award number for each contract)

Mohave # _____ City of Tucson # _____ S.A.V.E. # _____ NJPA # _____
 State of Arizona # _____ US Communities # _____ National IPA # _____
 NCPA # _____ IGPA # _____ Partners Choice # _____ Other # _____

Copy - original can be downloaded at
www.vailschooldistrict.org
 under the Finance Tab.

A copy of the Vail Vendor Application can be downloaded online at: vailschooldistrict.org in the Finance tab under Purchasing

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see Instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See Instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name on backup withholding. For individuals, this is generally your social security number if you are a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. If you are a partnership, it is your employer identification number (EIN). If you do not have a TIN, later.

Note: If the account is in more than one name, see the instructions for Part I, later, and *Number To Give the Requester* for guidelines on whose TIN to use.

	Social security number						
		-		-			
	or						
	Employer identification number						
		-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding (or I have been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding), or (b) I have not been notified by the Internal Revenue Service that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined in Section 7701(b)(1) of the Internal Revenue Code); and
- The FATCA code(s) entered on this form (if any) is/are correct and that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Use the checklist below to ensure you have the required items included in your both the original copy and hard copy of your bid.

- ___ Introduction Letter to Include Contact Information of Personnel and Dedicated Account Representative
- ___ Cost Form
- ___ Questionnaire
- ___ Compliance with Federal Regulations Acknowledgement (Attachment A)
- ___ Addendum Acknowledgement(s); if applicable (*vendor required to check azpurchasing.org for posted addendum*).
- ___ Deviations and Exceptions Form
- ___ Confidential/Proprietary Submittals Form
- ___ Conflict of Interest Form
- ___ Non-collusion Affidavit
- ___ Offer and Acceptance Form
- ___ Vail Vendor Application
- ___ Signed I.R.S. W-9 Form.
- ___ Insurance Documentation - Proof of worker's compensation/employer's liability insurance as required by law.

Attach the label below to the front of your bid container

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

SEALED BID

Do not open this package until the due date and time listed below

Submitted by

Company Name:

Address:

City, State, Zip:

**Deliver To: Vail Unified School District No. 20
Calvin Baker Leadership Center
Attn: Purchasing Department /Tori Gamble
13801 E. Benson Hwy. Suite B
Vail, AZ 85641**

**IFB 21-015-26 Technology Related Repair Parts
Opening Date: April 23, 2021 at 2:00 p.m. Local AZ Time***
**bids received after this date and time will not be opened*

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER
