Colorado River Union High School District 2
NOTICE OF REQUEST FOR PROPOSAL
RFP # 2023-2024.003

MATERIAL AND/OR SERVICE: CRUHSD Chromebook Procurement

Proposal Due: April 1st, 2024 **Time:** 2:00pm Arizona Time

RFP Submittal Locations:

Mohave High School,
Attention: Juleen White
PO Box 21479
Bullhead City AZ, 86439

Drop Off: Mohave High School
2251 Hwy 95
Bullhead City, Arizona 86442

Opening Location:

Mohave High School,
2251 Hwy 95
Bullhead City, Arizona 86442

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, Proposals for the material or services specified will be received by the Colorado River Union High School District # 2, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office**, please call Juleen White at (928) 219-3010**.**

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

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

It is expected that Governing Board approval for this contract will be made in ***April 8th, 2024***

Pre-Proposal Conference will occur on March 4th, 2024 at 2:00pm Arizona Time, and location will be at Colorado River Union High School District #2 District Office located at 2251 Hwy 95, Bullhead City, Arizona 86442.

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

Proposals must be submitted in a sealed envelope/package with the solicitation number and Offeror's name and address clearly indicated on the envelope/package. Emailed or faxed responses will not be accepted. All Proposals must be written legibly in ink or typewritten. Additional instructions for preparing a Proposal are provided herein.

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

_____

Juleen White
Submittal Deadline: April 1st, 2024
Phone: (928) 219-3010
Fax: (928) 758-9011
Email: Juwhite@crsk12.org / Mcarter@crsk12.org

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DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at: http://www.azleg.gov/arstitle

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: https://apps.azsos.gov/public_services/Title_07/7-02.pdf

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

Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations is available at: https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html

UNIFORM INSTRUCTION TO OFFERORS

1. Definition of Terms

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

A. **"*Attachment*"** means any item the Solicitation requires an Offeror to submit as part of the Proposal.

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

C. **"*Exhibit*"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

D. **"*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.

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

F. **"*Solicitation Amendment*"** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

G. **"*Subcontract*"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Inquiries

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

B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct 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 Proposal and not be opened until after the Proposal due date and time.

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

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

F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.

G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

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

3. Proposal Preparation

A. Forms. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. Typed or Ink; Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initiated in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under A.A.C. R7-21030.

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

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

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

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

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

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

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

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

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

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

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

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

4. Submission of Proposal

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

B. Electronic Submission. If determined by the District that electronic submission of proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.

C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designed in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under A.A.C. R7-2-1044.

D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District/Public Entity. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District/Public Entity pursuant to A.A.C. R7-2-1006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall be provided on the Confidential/Proprietary Submittals page and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and

2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and

3. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

4. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

5. By submission of this proposal, that Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

5. Additional Proposal Information

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

B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining the lowest bidder.

C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1044.

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

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

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

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

6. Award

A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.

B. Contract Commencement. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the

District/Public Entity with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.

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

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

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative as listed in the Special Instructions to Offerors.

A. A protest shall include:

1. The name, addresses, and telephone number of the interested party
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply promptly any other information requested by the District representative.

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

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

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

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

D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test

at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.

E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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

3. Costs and Payments

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

B. Applicable Taxes.

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

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

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

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

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

4. Contract Changes

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

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

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

5. Risk and Liability

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

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

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

D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason

of force majeure. The term "*force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:

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

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.

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

6. Warranties

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. Adequately contained, packaged and marked as the Contract may require; and

5. Conform to the written promises or affirmations of fact made by the Contractor.

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

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

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

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

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

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

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

7. School District/Public Entity's Contractual Remedies

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

B. Stop Work Order.

1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all

reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

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

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

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

8. Contract Termination

A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).

C. Gratuities. In accordance with A.A.C. R7-2-1087(H) The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The

School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

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

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

F. Termination for Default.

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

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

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

G. 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. § 15-213 and rules adopted thereunder.

10. Gift Policy

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

11. Integrity of Proposal

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

12. 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.

13. 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.

14. Terrorism Country Divestments

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

15. 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, contractors shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.

16. Clarifications

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

17. Confidential/Proprietary Information

Confidential information request: If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District/Public Entity of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Offeror in writing of such determination.

When submitting a response containing "CONFIDENTIAL" information, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that offeror marked as "CONFIDENTIAL".

When requesting information in your Response to be considered as Confidential/Proprietary, a complete hardbound and electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.

Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this section.

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

FEDERAL FUNDING REQUIREMENTS

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

2. **Buy American Provision (only applies to Food & Nutrition food purchases):** The Offeror will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The 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.

3. **Disclosure of Lobbying Activities:** Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the 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)

4. **Certification Regarding Lobbying:** Pursuant to 31 USC 1352, the Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in 2CFR Part 200.450. 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.

5. **Certificate of Independent Price Determination:** The Offeror admits 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.

6. **Civil Rights Compliance (only applies to Food & Nutrition contracts):** 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.
   - **a.** 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.
   - **b.** To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at 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. 202509410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

7. **Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation:** The Offeror will 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.

8. **Contract Work Hours and Safety Standard Act:** The 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 CFR Part 5). (Only applies to contracts over $100,000)

9. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** By signing the Offer & Acceptance form, the Offeror certifies 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. The Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Nonprocurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR 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)

10. **Energy Policy and Conservation Act:** The 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.)

11. **Equal Employment Opportunity:** The 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 CFR chapters 60).
12. **Record Keeping:** The books and records of the Offeror pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture (for food/nutrition only), and the US General Accounting Office at any reasonable time and place. The District 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).

13. **Invoicing (only applies to Food & Nutrition contracts):** The Offeror fully discloses all discounts, rebates, allowances and incentives received by the Offeror from its suppliers. If the Offeror receives a discount, rebate, allowance, or incentive from any supplier, the Offeror must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. The Offeror must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv). No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the Offeror receiving payments in excess of the Offeror's actual, net allowable costs. 7CFR§210.21 (f)(2)
The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account.

14. **Termination Clause:** The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over $10,000)

15. **E-Verify Requirement:** The Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

16. Description of process for enabling vendors to receive or pick up orders upon contract award. Once the District has made the decision to order from a vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to the vendor, based upon the needs of the District. No volume is implied or guaranteed.

17. **Solid Waste Disposal Act:** The Offeror shall comply with Section 6002 of the Solid Waste Act and its implementing regulations.

18. **Minority & Women Businesses:** When federal funding may be used, the District shall take affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are notified of solicitation opportunities when possible. Prime contractors are required to take the same affirmative steps let 2 CFR Part 200.321

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

20. **Copeland Anti-Kickback Act and Davis-Bacon Act (for building projects in excess of $2000):**

a. **Copeland "Anti-Kickback" Act -** All contracts and sub grants in excess of $2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.

b. **Davis-Bacon Act -** The OFFEROR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

21. **Contract Violations or Breach of Contract:** The District reserves all administrative, contractual and legal rights and privileges under applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract.

22. **Rights to Invention**s: For all contracts that meet the definition of "funding agreement" and where the District wishes to enter into a contract with a small business firm or non-profit organization, the offeror shall comply with the Rights to Inventions made by non-profit organizations and small business firms under Government Grants, Contracts, and Cooperative Agreements.

SPECIAL INSTRUCTIONS TO OFFERORS

1. District Representative

In accordance with A.A.C. R7-2-1042(A.1.s), and the "Uniform Instructions To Offerors," the District Representative is Michael Jake Carter, Director of Technology.

2. Questions

All questions related to this Solicitation shall be in writing and directed to ***Michael Jake Carter, Director of Technology*** by email to ***mcarter@crsk12.org*** Offerors shall not contact or ask questions of the school or department for which the requirement is being procured. All inquiries shall be made a minimum of 7 days prior to the specified opening date as directed on Page 1. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions will be responded to as soon as possible**.**

3. Contract Award

It is anticipated that a contract under this RFP will be awarded to *a single offeror.*

4. Evaluation and Award Basis

Representatives of the District will evaluate proposals and *score* them from the most likely to the one least likely to meet the requirements as outlined in the RFP. Per A.A.C. R7-2-1042(A)(1)(q), if several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews the district reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

Per A.A.C. R7-2-1042(A)(1)(h) evaluation criteria are listed below in their relative order of importance (Specific weighing may be used, but will not be required):

1. Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

2. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP. District's assessment of the Offeror's abilities to meet and satisfy the District's need for better networking equipment while keeping costs to a minimum**.** All offers must be clear and detailed about dates and timelines.

3. Qualifications of the Offeror, financial and otherwise, to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history

of demonstrated competence. Consideration of qualifications will include additional best value services, ability to address environmental needs or expertise offered that exceed the requirements, or the Offeror's inability to meet some of the requirements of the specifications/scope of work. Provide documentation of professional memberships, certifications, and licenses.

4. Past Performance in this District, along with any other information obtained by the District from Offeror's other clients, past or present, or from any other sources.

During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels. Committee members will read, review and evaluate the proposals based on the evaluation criteria. A point formula system will be used to evaluate the offers. The District may call for interviews to clarify information received in the proposal. Firms may be asked to host a site visit and/or interview with the Selection Committee, they may also be asked to revise or modify their proposals following the receipt of other information. However, offering firms are cautioned that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.

All Proposals shall be open for public inspection after award of contract, except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data contained in the Proposal documents remain confidential in accordance with A.A.C. R7-2-1006, R7-2-1016, and R7-2-1042(A.1.u).

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

4.1 Evaluation Matrix

The total number of points for the Technical Proposal is ***100.*** Offerors who do not receive ***70%*** of the total points for Technical evaluation will not be considered for price evaluation and award. The elements that will be evaluated and their relative weights are:

WHAT IS BEING EVALUATED	***100 Points Possible***
Section A – Cost	***30***
Section B – Responsiveness	***30***
Section C – Qualifications	***20***
Section D – References	***20***

5. Evaluation Schedule

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

RFP Released	***February 13th, 2024 8:00am MST***
RFP Pre-Proposal Meeting (if applicable)	***March 4th, 2024 2pm MST***

RFP Due Date and Time	***April 1st, 2024 2pm MST***
RFP Evaluated	***April 4th, 2024***
RFP Board Approved	***April 8th, 2024 6pm MST Pending Board Action***
Notice of Award Letters	***April 9th, 2024 Pending Board Approval***

6. Discount off Catalog

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

7. Market Basket

A Market Basket will be used to represent and cover various areas of typical items purchased. Each basket will contain multiple items to test that category.

8. Freight Charges

Freight charges should be indicated for each category. Examples:

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

9. Offeror Responsibility

The successful Offeror shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, and sub-contractors who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.

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

The successful Offeror must be prepared to provide an adequate workforce and inventory of vehicles, materials and equipment. It shall be the successful Offeror's responsibility to ensure continuation of service.

The successful Offeror must provide adequate training for all contracted employees providing services under this contract.

The successful Offeror must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

10. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror shall acknowledge receipt of all amendments by ***submitting a copy of the amendment with their proposal response***

11. Offeror Required Contract/Agreement-

If your firm will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The District reserves the right to accept or reject any or all parts of the agreement. Contract terms should not conflict with or supersede terms and conditions of the solicitation.

12. Samples

Bidders may be requested to provide samples that they have produced that are similar in scope to the brand specified. The District may use these samples as part of their evaluation criteria and reserve the right to be the sole judge of quality and acceptability. Disposal of said samples will be at the discretion of the Procurement Officer.

13. Authority

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

14. Integrity of Offer

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District, or per A.A.C. R7-2-1042(A.1.l) Offeror has not engaged in collusion or anti-competitive practices in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted Proposal or any resulting contract.

15. Brand Name or Equal

Per A.A.C. R7-2-1042(A.2.b) any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other offerors but are intended to approximate the quality design or performance which is desired. Any offer which proposes quality, design or performance will be considered. If the description of your Offer differs in any way, you must give a complete detailed description of your Offer including pictures and literature where applicable.

16. Descriptive Literature

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

17. Deviations to Offer

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

SPECIAL TERMS AND CONDITIONS

1. Purpose

Pursuant to provisions of the Arizona School District Procurement Rules, the District intends to establish a contract(s) for the purchase of a core network center with full warranty coverage, support for hardware and software installation and operations. The proposed solution must include all hardware and software required for immediate operation in a production environment. All component accessories, cabling, power redundancy to be included.

2. Sufficient Funds

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

3. Insurance

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

Successful Offeror may be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage with a deductible of not more than $5,000 and naming Colorado River Union High School District as an additional insured party.

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

4. Affordable Care Act

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

5. Licenses

The successful Offeror shall provide documentation of professional memberships, certifications, and licenses.

6. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements

promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

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

7. Fingerprint Requirements

The District anticipates that services under this contract will cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with A.R.S. § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees onsite submit to a fingerprint clearance conducted by the Department of Public Safety and all employees must carry a fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

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

8. Registered Sex Offender Restrictions

Pursuant to award, Offeror agrees that no employee of the Firm or subcontractor of the Firm, who is required to register as a sex offender, pursuant to A.R.S. § 13-3821, will perform work on the District premises or equipment at any time when District students are, or are reasonably expected to be, present. Offeror further agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the award at the District's discretion.

9. Terms of Award

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

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

It is expected that Governing Board approval for this contract will be made in ***April 8th, 2024.***

10. Product Delivery

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

11. Guarantees by the Successful Offeror(s)

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

12. Minimum

The volume of value of purchase under the resultant contract(s) is unknown. The District shall not be bound to purchase a minimum quantity during the contract period. The quantities listed are an estimated amount based upon ***2022/2023*** documented usage. The District reserves the right to increase or decrease any estimated quantities.

13. Non-Exclusive Contract

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

14. Inspection

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

15. Delivery of Services

Services must be received within time agreed to by the District and the Offeror. The District shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications and instructions for each of the campuses.

16. Required Delivery Date

All items specified in this Request for Proposal SHALL be received by May 31st, 2024. Unless nonvendor circumstances prevent delivery, incomplete orders will be canceled after this date and any shipments received will be returned to the offeror.

17. Local Representative

Offeror Shall have a LOCAL field representative available at all times during the contract period.

18. Billing

All billing notices must be sent to each District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Colorado River Union High School District #2 will refer to the RFP number of this solicitation.

19. Price Clause

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

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

After the initial contract term and prior to any contract renewal, the ***Colorado River Union High School District #2*** will review fully documented requests for price increases and may at its sole option accept any changes or cancel the contract.

20. Fuel Surcharges

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Offeror and response by the District's Purchasing Division. conditions.

21. Procurement Methods

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

PROPOSAL REQUIREMENTS

5 printed copies with optional digital copy via USB flash drive of your Proposal must be submitted. The ***Colorado River Union High School District # 2*** will not assume responsibility for any costs related to the preparation or submission of the Proposal. In order for your Proposal to be considered, the following should be included and should be referenced with ***index tabs***:

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

Tab 1. Responsiveness

Tab 2. Experience and Expertise.

Tab 3. Qualifications of the Firm

Tab 4. Method of Approach

Tab 5. Price/Cost Sheet

Tab 6. Compliance to Specs

Tab 7. Warranty Coverage / Support

Tab 8. Hardware, Software, Virtualization Brand/Type/Feature

Tab 9. Security Protocols, Multi Factor Authentication, and Features Utilized

Tab 10. Questionnaire

Tab 11. All Applicable Forms

Offer and Acceptance Form (page *)
.I.R.S. W-9 Form
Non-Collusion Affidavit (page*)
Acknowledgement of Amendments
Deviations/Exceptions Form
Confidentiality/Proprietary Information Form
Certificates of Insurance
Ancillary Contract (if applicable)

Tab 12. Additional Materials

SCOPE OF WORK/SPECIFICATIONS

Specifications/Scope of Work

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

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

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

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

a. Primary Elements in the Scope of Work are as follows:

- Colorado River Union High School District #2 is seeking to procure five hundred fully functional Chromebooks, five hundred Google Chromebook Management Licenses, and Pre-provisioning for five hundred Chromebooks.
- CRUHSD #2 needs to have Chromebooks that are able to maximize connection speeds, designed to allow multitasking, are able to withstand drops, and are water-resistant.
- CRUHSD #2 needs to have Google Chromebook Management Licenses that are able to be used with the Chromebooks being purchased.
- CRUHSD #2 needs to have Chromebook Pre-provisioning provided by vendor.
- Proposal Minimum Requirements:
    - Chromebooks
        - Quad-Core Processor
        - 8 Gigabytes of RAM
        - 64 Gigabytes Storage
        - IP41-Rated
        - High-Definition Camera
        - Digital Microphone
        - Wireless Wi-fi 6 Card
        - Google Expiration Date per Auto Update Policy no earlier than 2030
        - Must include power supplies, all necessary accessories, and cables needed for Chromebooks to function at a minimum
    - Google Chromebook Management Licenses:
        - Five hundred functional Google Chromebook Management Licenses

- Chromebook Pre-provisioning:
    - Pre-provision of the five hundred Chromebooks

- The main task that the district is seeking to accomplish is to ensure that an adequate number of fully functional Chromebooks, Google Chromebook Management Licenses, & Chromebook Pre-provisioning can be acquired to be able to continue our one-to-one technology initiative.

	Colorado River Union High School District #2	2251 Hwy 95, Bullhead City, AZ 86442

PROPOSAL COST FORM

I/We, the undersigned, propose to provide the service necessary for the specifications/ scope of work.
(Please expand the spreadsheet as an attachment if additional fields for data entry are required. Note the company name on each attached sheet.)

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the District's rules, regulations and policies.

The District utilizes a Procurement Card program to both improve and expedite the purchasing and payment process.

Will you allow payment using the Procurement Card? ____ Yes ____ No

Will you provide a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing? ____ Yes ____ No

If yes, please indicate the prompt payment discount that will be provided: _____

Name of Company

Date Signed



Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with Firm

E-Mail Address

Mailing Address

City

State

Zip

OFFER AND ACCEPTANCE FORM

OFFER

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 Proposal.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Proposal, contact:_____

Name: _____ Federal Employer Identification No. _____

Phone:_____

Fax: _____Tax Rate: _____% E-Mail:

_____

_____ _____

Company Name | Signature of Person Authorized to Sign Proposal

_____ _____

Address | Printed Name

_____ _____

City | State

_____ _____

Zip | Title

CERTIFICATION

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

1. The submission of the Proposal did not involve collusion or other anti-competitive practices s and bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003 (J) and A.A.C. R7-2-1042 (A.1.l) have occurred.
2. The Bidder shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Bidder warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.
6. In Accordance with A.R.S. § 35-393, the bidder is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
7. In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted**.**
8. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
9. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE

The Proposal is hereby accepted.

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

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

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

Awarded this day of_____20_____

_____

Authorized Signature of School District Official

STATEMENT OF NO BID

If you are not responding to this service/commodity, please complete and return ***only*** this form to: 2251 Hwy 95,Bullhead City, AZ 86442

Failure to respond may result in deletion of Offeror's name from the qualified Bidder's list for the Colorado River Union High School District # 2

COMPANY NAME: _____

ADDRESS: _____

CITY: _____STATE: _____ZIP: _____

CONTACT PERSON: _____TELEPHONE: _____

We, the undersigned, have declined to respond to your 5 for Core Network Equipment Procurement because of the following reasons:

Service/Commodity

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to this solicitation.

_____ Remove our name from this list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet all insurance requirements

.

_____ Other. (Specify below)

REMARKS: _____

SIGN HERE SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

DEVIATIONS AND EXCEPTIONS FORM

Offerors shall indicate any and all deviations and exceptions taken to the provisions or specifications in this solicitation document. Clearly identify the specific paragraph(s) of the solicitation where the deviations or exceptions occur, and describe in detail. Offeror's preprinted or standard terms will not be considered as part of any resulting Contract. All deviations and exceptions that are contained in the Offer may negatively affect the evaluation criteria as stated in the solicitation and may result in rejection of the Offer.

Deviations and Exceptions (mark one):

_____ No exceptions

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

The Undersigned hereby acknowledges that all ***deviations/exceptions*** to this solicitation are clearly listed on this form:

Company Name: _____ Printed Name & Title: _____

Date: _____ SIGN HERE Authorized Signature: _____

CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM

Confidential/Proprietary Submittals (mark one):

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

_____ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Bidder and the District prior to any public disclosure. Requests to deem the entire bid or price as confidential will not be considered. A complete copy of the Bid response with the Confidential/Proprietary material redacted must be submitted with your Offer and so identified. Failure to submit a redacted copy may result in denial of request.

Company Name: _____ Printed Name & Title: _____

Date: _____ 

Authorized Signature: _____

ADDITIONAL MATERIALS SUBMITTAL FORM

Additional Materials Submitted (Mark One):

_____ No additional materials have been included with this offer

_____ Additional Materials attached (describe—attach additional pages if needed)

Company Name: _____ Printed Name & Title: _____

Date: _____ 

Authorized Signature: _____

AMENDMENT ACKNOWLEDGMENT FORM

This page is used to acknowledge any and all amendments that might be issued. Any amendments issued within three (3) days of the solicitation due date, will include a new due date to allow for addressing the amendment issues. Your signature indicates that you took the information provided in the amendments into consideration when providing your complete Offer response.

Please sign and date

AMENDMENT NO. 1 Acknowledgement

Signature Date

AMENDMENT NO. 2 Acknowledgement

Signature Date

AMENDMENT NO. 3 Acknowledgement

Signature Date

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

Company Name: _____ Printed Name & Title: _____

Date: _____ Authorized Signature: _____

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

Before me, the undersigned, personally appeared , affiant, (Name)_____ the

(Title)_____, (Contractor/Offeror) _____

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

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

That Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O), A.A.C. R7-2-1042(A.1.L), and A.A.C. R7-2-1003(J).

(Signature of Affiant)

(Title)

Subscribed and sworn to before me

this day of , 20

.

Signature of Notary Public in and for the

State of

County of

THIS FORM MUST BE NOTARIZED

Remote online notarization is acceptable in accordance with A.R.S. §§ 41-371 through 41-380 and should contain a statement substantially as follows: "This remote online notarization involved the use of communication technology." Resources regarding online notaries for Arizona can be found at: https://azsos.gov/business/notary/enotary

I.R.S. W-9 Form

	Colorado River Union High School District #2	2251 Hwy 95, Bullhead City, AZ 86442

	Colorado River Union High School District #2	2251 Hwy 95, Bullhead City, AZ 86442

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(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 given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating 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

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

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.*