



# Deer Valley Unified School District

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## INVITATION FOR BID

Material and/or Service: DV15-011  
NOVELL SCHOOL LICENSE AGREEMENT

Bid Due Date: June 10, 2015 Time: 11:00 A.M

District Contact: Gina Davis

Contact Information: 623-445-5109, gina.davis@dvusd.org

Opening Location: Deer Valley Unified School District No. 97  
Purchasing Services  
21421 N. 21<sup>st</sup> Avenue  
Phoenix, AZ 85027

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Bids for the material or services specified will be received by the DEER VALLEY UNIFIED SCHOOL DISTRICT NO. 97 at the above specified location until the time and date cited. Bids received by the correct time and date shall be opened and the names of vendors submitting shall be publicly read. All other information contained in the Bid shall remain confidential until award is made. **If you need directions to our office**, please call 623-445-5101.

Bids shall be in the actual possession of the District at the location indicated on or prior to the exact time and date indicated above. Late Bids shall not be considered.

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

When the document is downloaded from our Internet site, it is your responsibility to verify the issuance of an addendum prior to the solicitation date. All addendum revisions or extensions will be posted on the website. If you fail to check the website you may not be advised of any changes and the District may not be liable. Solicitation addendum may be issued up to and including the day of the solicitation opening. Failure to acknowledge addendum can result in the rejection of the offeror's response.

**VENDORS ARE ENCOURAGED TO READ THIS ENTIRE DOCUMENT.**

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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/ArizonaRevisedStatutes.asp?Title=15>

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

[http://www.azsos.gov/public\\_services/Title\\_07/07\\_table.htm](http://www.azsos.gov/public_services/Title_07/07_table.htm)

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“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.
- N. **“School District/Public Entity”** means the School District/public entity that executes the Contract.

### 2. Inquiries

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

- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound: The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
  - 1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  - 2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the 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 Offer.
- F. Cost of Offer Preparation: The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from certain 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 Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer.
- K. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being

disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

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

1. Special Terms and Conditions;
2. Uniform General Terms and Conditions;
3. Statement or Scope of Work;
4. Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions to Offerors; and
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 Offer**

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

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

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

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

1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5. **Evaluation**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor. Arizona Transaction privilege and use taxes shall not be considered when evaluating Offers.
- C. Late Offers. An Offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
  - 1. Waive any minor informality;
  - 2. Reject any and all Offers or portions thereof; or
  - 3. Cancel a Solicitation.

6. **Award**

- A. Number or Types of Awards. Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by a group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/public entity's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the school district's Governing Board. Offerors will be so notified in writing by the School District.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of its 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: Ramona Reid, Purchasing Manager**. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed within then (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

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



## UNIFORM TERMS AND CONDITIONS

### 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized by the school district/public entity to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“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.
- N. **“School District/Public Entity”** means the School District or public entity that executes the Contract.

### 2. 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. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
  - 1. Special Terms and Conditions;
  - 2. Uniform Terms and Conditions;
  - 3. Statement or Scope of work;
  - 4. Specifications;
  - 5. Attachments;
  - 6. Exhibits;
  - 7. Documents referenced or included in the Solicitation;
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. 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.
- F. 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.
- G. 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.

### 3. **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 by the District 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 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School district/public entity and, where applicable, the Federal government, to 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 Contract 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.

#### 4. **Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/public entity within thirty (30) days. *The Purchase Order number must be referenced on the invoice.*
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destination.
- C. 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 Offer 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, Contractor shall have current I.R.S. W-9 Form on file with the School District/public entity.
- D. 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.

## 5. 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 unless otherwise permitted by the Special Terms and Conditions. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of 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 School District/public entity shall not unreasonably withhold approval.

## 6. 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 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, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
  4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials or services supplied by third parties to the contractor toward fulfillment of this Contract.

## 7. 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. Of a quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials or services are used;
  3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the District/public entity shall fully conform to all requirements of the Contract 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 or 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 or merchant ability or fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
  - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the 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 School District/  
public entity including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**8. 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 under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent 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 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 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 cost 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 of 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 Terms and Conditions.

9. **Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity determines that employment or gratuity was 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.
- C. 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.
- D. 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.
- E. 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 goods, materials, 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 on demand.

3. The School District/public entity may, upon termination of this Contract, procure, on terms 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 in procuring materials or services in substitution for those due from the Contractor.

F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**10. Contract Claims**

All contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted there under.

**11. Gift Policy**

The district will accept no gifts, gratuities or advertising products from vendors. The District may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

**12. Offshore Performance**

Due to security and identity protection concerns, direct services under this 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 State of Arizona or its clients and may involve access to secure of 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 is prohibited from purchasing from a company that is in violation of the Export Administration Act.



15. **Fingerprint Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

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

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity.

16 **Clarifications/Discussions**

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

17 **Confidential Information**

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

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

Public Record: All bids submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Manager at Deer Valley Unified School District, Purchasing Services, 21421 North 21<sup>st</sup> Avenue Phoenix, AZ 85027 by appointment.

## **SPECIAL TERMS AND CONDITIONS**

### **Purpose**

The purpose of this request for bid (IFB) is to enter into a one year contract for Novell School License Agreement.

All questions shall be submitted to Gina Davis at [gina.davis@dvusd.org](mailto:gina.davis@dvusd.org) or 623-445-5109 five days prior to due date of June 10 , 2015 so any necessary addenda can be posted on the District website. The District will not mail notices of addenda. It is the responsibility of vendor to check the district webpage for the addenda.

### **1. Insurance and Safety**

#### **A. 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 will 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 DEER VALLY UNIFIED SCHOOL DISTRICT NO 97 as an additional insured party.

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

#### **B. Safety**

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

### **2. Terms of Award**

It is the intent of the District to award a one year contract, beginning during the fiscal year 2015-16. However, no contract exists unless and until a purchase order is issued each fiscal year.

### **3. Multiple Award**

A contract under this bid will be awarded to a single vendor.

4. **Award Basis**

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

If a vendor receives a contract award and is unable to meet the services requirements as outlined in this Solicitation, or is unable to hold bid price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next lowest ranked vendor.

5. **Evaluation Criteria**

- A. Adherence to specifications
- B. Delivery Date
- C. Price
- D. Prices held firm
- E. Past performance of vendor
- F. Best interest of district

6. **Billing**

All billing notices must be sent to each district's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by DEER VALLEY UNIFIED SCHOOL DISTRICT NO. 97 will refer to the IFB number of this Bid.

7. **Price Clause**

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

After initial contract term and prior to any contract renewal, the DEER VALLEY UNIFIED SCHOOL DISTRICT NO. 97 will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the DEER VALLEY UNIFIED SCHOOL DISTRICT NO. 97.

8. **Procurement Card**

The District may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking Vendors to offer a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing. This program is only available to Vendors that are not 1099 reportable to the Internal Revenue service. Any costs or charges to the Vendor will be based on the transaction dollar amount and is from the Vendor's servicing bank. The Vendor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

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

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

**I. OBJECTIVE AND SCOPE**

The purpose of this Invitation for Bid (IFB DV15-011) is to renew our annual NOVELL SCHOOL LICENSE AGREEMENT for the Deer Valley Unified School District.

**II. STATEMENT OF NEED**

The district is interested in renewing our annual Novell School License Agreement calculated using a student enrollment of 34,600. The order will not be an eRate order.

**CORE ITEMS/SERVICES: ( July 1, 2015 – June 30, 2016 )**

- Novell Open Workgroup Suite FTE School License; Open Enterprise Server, GroupWise, Novell Vibe, ZENworks Configuration Management, ZENworks Endpoint Security Management (All platforms except mainframe)  
**Part #876-000493**
- Novell Identity Manager Standard Edition FTE School License (Must include connectors to eDirectory, LDAP, AD, GroupWise, Exchange and Notes)  
**Part #976-000292**
- NetIQ Identity Manager Integration Module for Google Apps FTE School License  
**Part #876-000737**
- Novell Storage Manager FTE School License  
**Part #876-000406**
- Total On-demand Library 1-Year School Subscription  
**Part#876-000693**
- Novell Premium Services Academic 10 Service Request Pack – North America  
**Part #051-003771**
- Advantage 5 Service Request Pack - North America  
**Part #051-002111**
- Support Incident for Novell Products  
**Part #NCI-SUP4**
- SUSE Manager Lifecycle Management, x86 & x86-64, 1-2 Socket with Unlimited Virtual Machines, Priority Subscription 1 Year  
**Part #874-006836**
- SUSE Manager Lifecycle Management, x86 & 86-64, 1-2 Socket or 1-2 Virtual Machines Priority Subscription 1 Year  
**Part #874-006832**
- SUSE Linux Enterprise High Availability Extension, x86 & x86-64, 1-2 Sockets with inherited Virtualization, Inherited Subscription 1 Year  
**Part #874-006923**
- SUSE Manager Server, x86-64, 1 Instance, Priority Subscription 1 Year  
**Part #874-005942**

## **II. METHOD OF APPROACH**

The offeror should present a proposed method of satisfying the requirements of the Scope of Work as specified herein. The method of approach should include a written narrative to demonstrate the offeror's ability to satisfy the Scope of Work, taking into consideration any additional services or expertise offered that exceeds the requirements of the IFB. The language of the written narrative should be straight forward and limited to facts, solutions to problems, and plans of proposed action.

## **IV. COST**

Offeror shall complete and return attached cost schedule.

## **V. GENERAL INFORMATION**

A. Deer Valley Unified School District consists of:

- 30 Elementary Schools
- 3 Middle Schools
- 5 High Schools
- 5 Support Sites

## **VI. RIGHT TO REJECT**

The District reserves the right to:

- A. Reject any or all bids submitted;
- B. Request additional information from all bidders;
- C. Select the offeror's bid(s) that, in the District's judgment, best meet(s) the District's needs, regardless of any differences in the estimating costs between The offeror(s) and all others;
- D. Request a Best & Final offer
- E. Negotiate modifications to the offeror's bid prior to final award;
- F. Cancel any contract at any time for non-performance or failure to comply with terms of the contract.

## **VII. CONTRACT**

Offeror shall include copies of any contract documents the district will be required to sign if award is made.

## **VII. ADDITIONAL INSTRUCTIONS**

- \* Bid must include all fees for FY 2015/16 (effective July 1, 2015)
- \* Bid must list the cost of any other component not listed in this IFB

Award shall be made to one vendor. The Deer Valley Unified School District reserves the right to increase, decrease or delete any item(s) or part(s) of any item as the requirements of the district dictate.

**COST SCHEDULE**

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

**NOVELL SCHOOL LICENSE AGREEMENT CALCULATED USING A STUDENT ENROLLMENT OF 34,600.**

- Novell Open Workgroup Suite FTE School License; Open Enterprise Server, GroupWise, Novell Vibe, ZENworks Configuration Management, ZENworks Endpoint Security Management (All platforms except mainframe)  
**Part #876-000493**  
\$ \_\_\_\_\_
  
- Novell Identity Manager Standard Edition FTE School License (Must include connectors to eDirectory, LDAP, AD, GroupWise, Exchange and Notes)  
**Part #976-000292**  
\$ \_\_\_\_\_
  
- NetIQ Identity Manager Integration Module for Google Apps FTE School License  
**Part #876-000737**  
\$ \_\_\_\_\_
  
- Novell Storage Manager FTE School License  
**Part #876-000406**  
\$ \_\_\_\_\_
  
- Total On-demand Library 1-Year School Subscription  
**Part#876-000693**  
\$ \_\_\_\_\_
  
- Novell Premium Services Academic 10 Service Request Pack - North America  
**Part #051-003771**  
\$ \_\_\_\_\_
  
- Advantage 5 Service Request Pack - North America  
**Part #051-002111**  
\$ \_\_\_\_\_
  
- Support Incident for Novell Products  
**Part #NCI-SUP4**  
\$ \_\_\_\_\_
  
- SUSE Manager Lifecycle Management, x86 & x86-64, 1-2 Socket with Unlimited Virtual Machines, Priority Subscription 1 Year  
**Part #874-006836**  
\$ \_\_\_\_\_
  
- SUSE Manager Lifecycle Management, x86 & 86-64, 1-2 Socket or 1-2 Virtual Machines Priority Subscription 1 Year  
**Part #874-006832**  
\$ \_\_\_\_\_

- SUSE Linux Enterprise High Availability Extension, x86 & x86-64, 1-2 Sockets with inherited Virtualization, Inherited Subscription 1 Year

**Part #874-006923**

\$ \_\_\_\_\_

- SUSE Manager Server, x86-64, 1 Instance, Priority Subscription 1 Year

**Part #874-005942**

\$ \_\_\_\_\_

## **BID REQUIREMENTS**

The DEER VALLEY UNIFIED SCHOOL DISTRICT NO 97 will not assume responsibility for any costs related to the preparation or submission of the Bid. In order for your Bid to be considered, the following should be included:

Cost Schedule (prices) **(pages 22-23)**.

Offer and Acceptance Form **(page 25)**.

Non-collusion Affidavit **(page 26)**.

Bid Reply form **(page 27)**.

Suspension and Debarment **(page 29)**.

Signed I.R.S. W-9 Form, Request for Taxpayer I.D. Number **(page 30)**. A copy of this form may also be obtained from [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)



**OFFER AND ACCEPTANCE**

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.: For clarification of this offer, contact:

_____	Name: _____
Federal Employer Identification No.: _____	Phone: _____
_____	Fax: _____
Tax Rate: _____%	E-Mail: _____
_____	_____
Company Name	Signature of Person Authorized to Sign Offer
_____	_____
Address	Printed Name
_____	_____
City State Zip	Title

**CERTIFICATION**

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA). A.R.S. §§ 44-4401 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. §§ 35-391, the offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. §§ 35-397, the offeror does not have scrutinized business operations in Iran or Sudan.
7. In accordance with A.R.S. §§ 35-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.

**ACCEPTANCE OF OFFER**

**The offer 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 Offer 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 purchase order, contract release document, or written notice to proceed.**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**



**BID REPLY FORM**

**THIS PAGE MUST BE SIGNED BY AN OFFICER OF YOUR AGENCY AND SUBMITTED WITH YOUR SEALED BID. FAILURE TO INCLUDE THIS FORM, PROPERLY SIGNED, MAY RESULT IN YOUR BID BEING DECLARED NON-RESPONSIVE, AND THUS YOUR COMPANY WILL NOT BE ELIGIBLE FOR CONSIDERATION.**

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

The District will recommend award of contract on June 24, 2015.

Acknowledgement of last Addenda #

Signature \_\_\_\_\_

Name \_\_\_\_\_

Company and Address  
\_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_ E-mail Address \_\_\_\_\_

**If you do not wish to submit a Bid please indicate below:**

I/we are submitting a NO BID for this solicitation but wish for the district to retain us on their bidder's list for future solicitations

Remove me/us from this category on the district's bidder list as we do not provide these particular services

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS  
AND LOBBYING**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)," and "Governmentwide Requirements for Drug-Free Workplace" and 15 CFR Part 28, "New Restrictions on Lobbying." The certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

**1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, for prospective participants in primary covered transactions, as defined at 15 CFR Part 26, Sections 26.105 and 26.110 –

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. DRUG-FREE WORKPLACE REQUIREMENTS  
Alternate I. Grantee Other Than Individuals**

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR Part 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.610 –

A. The grantee certifies that it will or will continue to provide a drugfree workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about –

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Director, Office of Federal Assistance, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, DC 20230. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Place of Performance: (Street address, city, county, state, ZIP code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check if there are workplaces on file that are not identified here.

**Alternate II. Grantees Who Are Individuals**

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.610 –

(A) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(B) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, to the Director, Office of Federal Assistance, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, DC 20230. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**3. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement, or contract over \$100,000, or loan or loan guarantee over \$150,000, as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief:

(1) 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states that, to the best of his or her knowledge and belief:

If any funds have been paid or will be paid 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 any employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).**

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**Completed W-9 Form should be submitted with bid response**

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