

PHOENIX UNION HIGH SCHOOL DISTRICT NO. 210  
NOTICE OF REQUEST FOR PROPOSAL  
RFP #5-323

**MATERIAL AND/OR SERVICE:** Academic Support Program

**Solicitation Due Date:** March 2, 2023 @ 2:00pm LOCAL

**Opening Location:** Phoenix Union High School District No. 210  
2526 W. Osborn Road – Building 8 MMC  
Phoenix, AZ 85017

**IMPORTANT INFORMATION REGARDING DELIVERY OF YOUR RFP RESPONSE:** The District Office located at 2526 W. Osborn Road is currently under construction. Please consider these delays and allow for sufficient time when delivering your proposal response in person. The District shall not be held responsible for late deliveries due to construction delays.

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, offers for the material or services specified will be received by the Phoenix Union High School District No. 210, at the above specified location, until the time and date cited. Offers 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 Offer shall remain confidential until award is made. **If you need directions to our office, please call 602-764-1400.**

Offers 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 Offers shall not be considered. The official time will be determined by the clock located in the Purchasing Department designated "Official Bid Time".

Offers must be submitted in a **sealed** envelope/package with the solicitation number and Offeror's name and address clearly indicated on the envelope/package. All Offers must be written legibly in ink or typewritten. Additional instructions for preparing an Offer are provided herein. **Electronic submissions are not allowable.**

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

Questions regarding this Request for Proposal should be in writing and directed to:

---

**Lila McCleery, CPPB, Director**

**Email:** [mccleery@phoenixunion.org](mailto:mccleery@phoenixunion.org)



---

**Lila McCleery, CPPB**  
**602-764-1404 - phone**  
[mccleery@phoenixunion.org](mailto:mccleery@phoenixunion.org)

**TABLE OF CONTENTS**

<u>Section</u>	<u>Page</u>
Uniform Instruction to Bidders.....	3
Uniform General Terms and Conditions .....	9
Special Instructions to Bidders .....	21
Special Terms and Conditions .....	25
Specifications/Scope of Work .....	28
Bid Submittal Requirements.....	30
Bid Cost Form .....	31
Offer and Acceptance Form.....	32
Statement of No Bid .....	33
Deviations and Exceptions .....	34
Confidential/Proprietary Submittals .....	35
Additional Materials .....	36
Amendment Acknowledgment .....	37
Non-Collusion and Non Gratuity-Gifts Affidavit.....	38
I.R.S. W-9 Form .....	39
Vendor Information Request .....	40
PXU Data Sharing and Privacy Agreement .....	41
Forced Labor of Ethnic Uyghurs Ban .....	45
Edgar Certifications.....	46

**DOCUMENTS REFERENCED:**

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

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

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](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>

This request for bid/proposal document originated on the [AZPurchasing.org](http://www.AZPurchasing.org) website. If you obtained this document from any other source, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from the [AZPurchasing.org](http://www.AZPurchasing.org) website you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at [AZPurchasing.org](http://www.AZPurchasing.org). Failure to adhere to this recommendation could put your firm at risk of bid rejection as not all necessary amendments and attachments may be passed along for your completion.

**UNIFORM INSTRUCTIONS 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 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. **“Responsible Bidder or Offeror”** means a person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Responsibility is determined under the criteria published herein and in Rule R7-2-1075.
- G. **“Responsive Bidder or Offeror”** means a person who submits a bid or proposal which conforms in all material respects to the invitation for bids or request for proposals.
- H. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- I. **“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 Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Solicitation due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Solicitation due date and time.

- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Solicitation 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.
- G. Pre-Solicitation Conference. If a Pre-Solicitation 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. Statements made during a pre-solicitation conference are not an amendment to the solicitation. 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. Offer Preparation**

- A. Forms. 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.
- B. Typed or Ink; Corrections. The Offer should be typed or in ink. Erasures, interlineations or other modifications in the Offer should 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 A.A.C. R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer 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. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.
- 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. Acknowledgement of Amendments. 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.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

This request for bid/proposal document originated on the [AZPurchasing.org](http://www.AZPurchasing.org) website. If you obtained this document from any other source, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from the [AZPurchasing.org](http://www.AZPurchasing.org) website you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at [AZPurchasing.org](http://www.AZPurchasing.org). Failure to adhere to this recommendation could put your firm at risk of bid rejection as not all necessary amendments and attachments may be passed along for your completion.

- 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 state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District will conclude that the price(s) offered include all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Offeror.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation 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 Offer**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the 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 should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of offers 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 Offer shall be rejected.
- C. Offer Amendment or Withdrawal. An offeror may modify or withdraw an Offer in writing at any time before Solicitation opening if the modification or withdraw is received before the Solicitation due date and time at the location designated in the Request for Proposal. An Offer may not be amended or withdrawn after the Solicitation due date and time except as otherwise provided under A.A.C. R7-2-1028.
- D. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for

such Offers deemed to be confidential by the School District, pursuant to A.A.C. R7-2-1006. If an Offeror believes that information in its Offer 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 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; and
  3. By submission of this Offer, 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 Offer, 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 Offer, 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 Solicitation Information**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest offeror.
- C. Late Offers, Modifications or Withdrawals. An Offer, Modification or Withdrawal submitted after the exact Solicitation due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1028(B).

This request for bid/proposal document originated on the [AZPurchasing.org](http://www.azpurchasing.org) website. If you obtained this document from any other source, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from the [AZPurchasing.org](http://www.azpurchasing.org) website you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at [AZPurchasing.org](http://www.azpurchasing.org). Failure to adhere to this recommendation could put your firm at risk of bid rejection as not all necessary amendments and attachments may be passed along for your completion.

- D. Disqualification. An Offer from 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 due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90).
- F. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District reserves the right to:
1. Waive any minor informality;
  2. Reject any and all Offers or portions thereof; or
  3. Cancel a solicitation.

## 6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line item, 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 determines is necessary to meet the needs of the School District.
- B. Contract Commencement. 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 District 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 Offer.
- 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 the District will be contingent upon the approval of the 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. Protest shall include:

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

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



- C. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- D. In cases other than those covered in section C of the section, the interested party shall file the protest within ten (10) days after the school district makes the procurement file available for public inspection.
- 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 ten (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. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the

Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

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

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

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

### 4. **Contract Changes**

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and

without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

## **5. Risk and Liability**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
  - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  - 2. Force Majeure shall not include the following occurrences:
    - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
    - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.; or
    - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
  - 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so.

The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

## **6. Warranties**

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

prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## **7. School District's Contractual Remedies**

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

## **8. Contract Termination**

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

This request for bid/proposal document originated on the [AZPurchasing.org](http://www.AZPurchasing.org) website. If you obtained this document from any other source, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from the [AZPurchasing.org](http://www.AZPurchasing.org) website you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at [AZPurchasing.org](http://www.AZPurchasing.org). Failure to adhere to this recommendation could put your firm at risk of bid rejection as not all necessary amendments and attachments may be passed along for your completion.

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 may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- D. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200 (Only applies to Federal Grant Funded contracts over \$10,000)

- F. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
  2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
  3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District 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 Purchasing Department 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 Offer**

By signing this Offer, 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 in connection with the submitted Offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted Offer 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 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 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, contractor shall comply with the governing body fingerprinting policies of each individual School District.

## **16. Clarifications**

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Offer. 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 Offer, 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 Offer 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 of this fact shall accompany the Offer, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

When submitting an offer 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 Offers submitted in response to this solicitation shall become the property of the School District. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official.

## **18. Conflict of Interest**

- A. All offerors must disclose the name of any officer, director, or agent who is also an employee or Governing Board member of the Phoenix Union High School District.
- B. All offerors must disclose the name and any District employee or Governing Board member who owns, directly or indirectly, any interest in the offeror’s business of any of its branches.

**RFP #5-323 IS A FEDERAL FUNDED PROJECT**

The following certifications and provisions are required and apply when a school district expends federal funds for any contract resulting from this procurement process. By submitting a solicitation response, the vendor agrees that the following terms and conditions apply to the Contract between the awarded vendor(s) and the District in all situations where Vendor has been paid or will be paid with federal funds.

The final section of this solicitation document contains the Federal certifications which must be signed by the proposing vendor. Refusal of the vendor to sign the certification shall deem the solicitation response as non-responsive.

1. **Affordable Care Act:** The bidder 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 bidder 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 bidder will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The bidder 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.

Exceptions to the Buy American provision should be used as the last resort; however, an alternative or exception may be approved upon request. Exceptions include: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, or (2) competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

3. **Lobbying** - Bidders are hereby advised that lobbying is not permitted with any District personnel or Board Members related to or involved with this solicitation until the Administration’s recommendation for award has been approved by the Governing Board. All oral or written inquiries must be directed through the Purchasing Department.

Lobby is defined as “any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities.” Any Bidder or any individuals that lobby on behalf of the bidder during the time specified will result in the rejection and disqualification of said bid.

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

6. **Certificate of Independent Price Determination:** The bidder admits that all prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor certification regarding non-collusion.
7. **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](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).
8. **Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation:** The bidder 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.
9. **Contract Work Hours and Safety Standard Act:** The bidder 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)
10. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** By signing the Bid & Acceptance form, the bidder 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 bidder shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement 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)
11. **Energy Policy and Conservation Act:** The bidder 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.)
12. **Equal Employment Opportunity:** The bidder shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).
13. **Record Keeping:** The books and records of the bidder 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

This request for bid/proposal document originated on the [AZPurchasing.org](http://AZPurchasing.org) website. If you obtained this document from any other source, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from the [AZPurchasing.org](http://AZPurchasing.org) website you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at [AZPurchasing.org](http://AZPurchasing.org). Failure to adhere to this recommendation could put your firm at risk of bid rejection as not all necessary amendments and attachments may be passed along for your completion.

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).

- 14. Invoicing (only applies to Food & Nutrition contracts):** The bidder fully discloses all discounts, rebates, allowances and incentives received by the bidder from its suppliers. If the bidder receives a discount, rebate, allowance, or incentive from any supplier, the bidder 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 bidder 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 bidder receiving payments in excess of the bidder'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.

- 15. 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)

- 16. E-Verify Requirement:** The bidder 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.)

- 17. 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.

- 18. Solid Waste Disposal Act:** The bidder shall comply with Section 6002 of the Solid Waste Act and its implementing regulations. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentages of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 19. Minority & Woman 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

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

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

This request for bid/proposal document originated on the [AZPurchasing.org](http://AZPurchasing.org) website. If you obtained this document from any other source, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from the [AZPurchasing.org](http://AZPurchasing.org) website you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at [AZPurchasing.org](http://AZPurchasing.org). Failure to adhere to this recommendation could put your firm at risk of bid rejection as not all necessary amendments and attachments may be passed along for your completion.

- 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 bidder 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).
- 22. 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.
- 23. Rights to Inventions:** 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 bidder shall comply with the Rights to Inventions made by non-profit organizations and small business firms under Government Grants, Contracts, and Cooperative Agreements.
- 24. Domestic Preferences for Procurements:** As appropriate and to the extent consistent with law, the District, to the greatest extent practicable under a Federal award, prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.
- 25. Ban on Foreign Telecommunications:** Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- 26. Prohibition of Reprisals:** Phoenix Union High School District is committed to complying with Federal requirements related to whistleblower protections.

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

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

This request for bid/proposal document originated on the [AZPurchasing.org](http://www.AZPurchasing.org) website. If you obtained this document from any other source, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from the [AZPurchasing.org](http://www.AZPurchasing.org) website you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at [AZPurchasing.org](http://www.AZPurchasing.org). Failure to adhere to this recommendation could put your firm at risk of bid rejection as not all necessary amendments and attachments may be passed along for your completion.

**SPECIAL INSTRUCTIONS TO OFFERORS****1. District Representative**

In accordance with A.A.C. R7-2-1024(B.1.j), and the “Uniform Instructions To Offerors”, the District Representative is Lila McCleery, CPPB, Director of Purchasing.

**2. Questions**

All questions related to this Solicitation shall be in writing and directed to Lila McCleery, Director of Purchasing, email to [mcclery@phoenixunion.org](mailto:mcclery@phoenixunion.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 seven (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 Solicitation will be awarded to single offeror; however, the District reserves the right to award to multiple offerors if deemed in our best interest.

**4. Multiple Award**

Per A.A.C. R7-2-1024(B)(1)(i), the District reserves the right to make a multiple award to more than one supplier. Award will be based upon a vendor(s) meeting all data needs of the District. Offerors who provide an “All or Nothing” Offer will be deemed non-responsive.

**5. Evaluation and Award Basis**

Representatives of the District will evaluate proposals and score and rank 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. **(450 possible points)**
2. Qualifications of the Offeror. The Districts assessment of the proposed platform functionality and features, ease of use, and report generating capability. Consideration of qualifications will include additional best value services and expertise offered. Evaluation of any offeror required contract/agreement and/or software license agreement, etc. Evaluation of exceptions taken to the Terms and Conditions of this RFP as well as any conflicting terms and conditions provided in offeror contract/agreement or software license agreement. **(400 possible points)**
3. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the submittal requirements of the RFP. **(150 possible points)**



**6. Presentations**

Presentations may be requested of the top scoring and ranking offerors based off of the three evaluation criteria listed in Item 5 above. If presentations are held, Offerors shall be provided with the presentation evaluation criteria and their weighted point value prior to the presentations. The final ranking of proposals shall be based strictly from the scoring through the presentation process only and not a weighted value of the RFP response and the presentation.

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.

**7. Acceptance of Evaluation Methodology**

By submitting a response to this RFP, respondent acknowledges the evaluation process, the established criteria and associated values, and that determination of the “most qualified” firm(s) will require subjective judgments by the District evaluation committee.

**8. Freight Charges**

Freight charges shall be 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 subcontractors 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 work force 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.

**10. Acknowledgement of Amendments**

In accordance with A.A.C. R7-2-1024(B.1.k), offeror shall acknowledge receipt of all amendments by signing the amendment acknowledgement of the RFP.

It is the responsibility of the Offeror to confirm, obtain, and acknowledge all amendments issued by the District prior to submittal of 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 Offer. Contents and stipulations contained in the contract/agreement shall be part of the evaluation criteria.

**12. 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.

**13. Integrity of Offer**

By signing this Offer, 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. R7-2-1024(B.1.q) offeror has not engaged in collusion or anti-competitive practices in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted Offer or any resulting contract.

**14. Descriptive Literature**

All Offers must include complete manufacturer's descriptive literature regarding the program 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.

**15. Deviations to Offer**

The respondent shall clearly identify any/all exceptions to the RFP specifications or contract terms on the Deviations an Exceptions Form. Exceptions raised at a later time, or in any other location in the Response, will not be considered in any negotiations. Exceptions to the standard contract terms, General Conditions, and/or the terms of this RFP may, in the District's sole discretion, be a basis for the Response to be rejected as nonresponsive.

**16. Determination of Responsibility**

Pursuant to Arizona School District Procurement Rules R7-2-1075 and R7-2-1076, the District shall make an initial or threshold determination of whether an offeror is responsible within the meaning of these rules. Rule R7-2-1001(109) defines a responsible offeror as a person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Pursuant to Rule R7-2-1075, a proposal shall be rejected in whole or in part if the offeror is determined to be nonresponsible pursuant to R7-2-1076. If an offeror is determined to be nonresponsible, the District shall make such a determination in writing stating its basis, shall promptly send a copy of such written determination to the offeror, and shall file a copy of the determination in the procurement file. A finding of nonresponsibility shall not be construed as a violation of the rights of any person. Factors to be considered in determining whether an offeror is responsible include:

1. The offeror or offeror's financial, material, personnel or other resources, including subcontracts;
2. The offeror or offeror's record of performance and integrity;
3. Whether the offeror or offeror has been debarred or suspended; and
4. Whether the bidder or offeror is qualified legally to contract with the school district.

**A. To allow the District to evaluate your record of performance and integrity:**

1. Please state whether you have sued or been sued by an Arizona school district, and if so, identify the lawsuit, case number, and court.
2. Please state whether you have been made aware of any investigations instituted against you by the Arizona Auditor General, Attorney General, or a county attorney's office within Arizona.
3. Please identify all contracts you have performed in the last five years of a similar nature with Arizona school districts where:
  - The district raised any quality-of-performance issues with you, and if so identify them.
  - The district alleged you engaged in any overbilling practices, that you violated the School District Procurement Rules or the USFR or made improper gifts under A.R.S. § 15-213, or that you otherwise violated applicable laws, rules, or regulations in the performance of such contracts.

**B. To allow the District to evaluate whether you have been debarred or suspended:**

For the last five years:

1. Please state whether any public agency has instituted any debarment proceedings against you.

**C. To allow the District to evaluate whether you are qualified legally to contract with the school district, please disclose:**

1. State whether you have been convicted of a felony, and if so, identify the court, the date of entry of judgment of conviction, and the sentence.
2. If you are a corporation, limited liability company, partnership, or joint venture, state whether any of your principals have been convicted of a felony, and if so, identify the court, the date of entry of judgment of conviction, and the sentence.

**As required by A.R.S. § 41-2540(B), information furnished by a bidder or offeror pursuant to this Section shall not be disclosed outside of the school district without prior written consent by the bidder or offeror except to law enforcement agencies.**

**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 a web-based program that will identify weakness in individual student's mastery of reading, language usage, and mathematical concepts.

**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 offer 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 Phoenix Union High School District No. 210 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. Licenses**

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.

**5. 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.

**6. Fingerprint Requirements**

Fingerprint clearance cards will not be required for this contract.

**7. 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.

**8. Terms of Award**

Per A.A.C. R7-2-1024(B.1.i), it is the intent of the District to award a multi-term contract, beginning upon award and continuing one year. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year. Under no circumstances shall a contract award extend beyond June 30, 2027.

It is expected that Governing Board approval for this contract will be made in March/April, 2023.

**The District will not send out annual contract renewal notifications. Awarded vendor(s) should anticipate that the contract will renew for the entire five-year contract period unless:**

- a. The District notifies the awarded vendor in writing that they will not be renewing the contract.**
- b. The awarded vendor notifies the District in writing they desire not to renew the contract for subsequent year(s).**

**9. Product Delivery**

Any Offer 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.

**10. 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.

**11. Non-Exclusive Contract**

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

**13. 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.

**14. 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.

**15. Dedicated Representative**

Offeror shall have a DEDICATED field representative available at all times during the contract period.

**16. Billing**

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

**17. 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 Offer.

After initial contract term and prior to any contract renewal, the District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The offeror 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 District.

**18. 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.

**19. Procurement Methods**

Any materials or services obtained under this Request for Proposal may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. The pricing offered shall remain the same no matter what purchasing method the District uses.

## **SCOPE OF WORK/SPECIFICATIONS**

### **1. Background**

The Phoenix Union High School District #210 (PXU) serves students in grades nine through twelve in the urban area of Phoenix, Arizona. The District currently serves approximately 28,000 students at eleven comprehensive high schools, five specialty small schools, three alternative programs and three micro-schools. There are additional schools being planned. The District covers a 220 square mile area, fed by 13 elementary districts, making it one of the largest secondary school districts in the nation. The District demographics are very diverse; approximately 70% of students are Hispanic, 6% are Anglo, 9% are African American, 3% are Native American, and 2% are Asian. Fifty percent of students come from homes where English is not the primary language and 5% are English Language Learners. Eighty-one percent of students participate in the free and reduced lunch program.

### **2. Purpose**

The purpose of this Request for Proposal is to identify a web-based program that will identify weakness in individual student's mastery of reading, language usage, and mathematical concepts (grade-level, below grade-level, and above grade-level). The program would allow students to practice concepts and re-assess their learning to demonstrate mastery. This program would be used as a supplement to core instruction and could be used during core instruction, advisory, or after school hours. This program will also be used to provide additional support in meeting the state testing proficiency.

### **3. Scope of Work**

The District is looking for an academic support program (web-based and technology enhanced) that will provide opportunities for students to have an individualized online learning program geared towards their unique needs. Once the areas of weakness are identified, the students should be assigned a variety of re-engagement experiences to ensure mastery of the concepts. The re-engagement activity should be able to be competed with or without teacher support (web-based). The intervention program should be able to track student progress over time and provide ongoing professional development, onsite coaching, implementation support/feedback, instructional support and materials for teachers to assist developing student academic understanding and confidence.

The ideal program will utilize results from universal screeners that are given to all students within the District. Preference will be given to programs that work with scores from NWEA MAP growth assessment and to identify what a student needs aligned to NWEA MAP data.

The program needs to work with all operating systems and all student devices.

#### Additional considerations:

- District level access to monitor and support.
- School level access for administrators to support.
- Teacher level access that supports in-classroom instruction
- Additional user access to allow for co-teachers and interventionists
- Professional Development included to support implementation.
- Ability to work with our student information system, Clever, and/or Canvas
- Ability to integrate into the District's data warehouse and Multi-Tiered Support System (MTSS) tracking system.
- Single sign-on capabilities.

PXU Resolution to Advance Equity and End Systemic Racism includes diverse viewpoints in curriculum, including Black, Indigenous and People of color viewpoints and authors. Therefore, materials submitted must include diversity of cultures and perspectives in the world of Mathematics.

Offeror represents that print materials and/or digital resources/materials proposed and potentially delivered under this contract award through a District purchase order, shall conform to, at a minimum, the standards for accessibility as outlined by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 704d), and its implementing regulations (36 C.F.R. § 1194), or Web Content Accessibility Guidelines (WCAG) 2.0 (minimum of Level AA conformance). Should any portion of the proposed materials not conform to the aforementioned standards of accessibility, publisher agrees to provide a written explanation of the reason for non-conformance, and grants permission to the District to create accessible versions for students who meet the appropriate copyright criteria. For additional information, please refer to <http://aem.cast.org>.

PXU does not discriminate on the basis of race, color, religion, national origin, sex, disability, age, sexual orientation, gender identity, gender expression, or immigration status in admission and access to its programs, services, activities, or in any aspect of their operations. Offeror represents that print material and/or digital resources/materials proposed and potentially delivered under this contract award shall be free from discrimination and bias based on the above factors.



## OFFER SUBMITTAL REQUIREMENTS

**One (1) Original, one (1) copy, and one (1) digital copy (USB Drive – DO NOT PASSWORD PROTECT)** of your Offer must be submitted. The Phoenix Union High School District No. 210 will not assume responsibility for any costs related to the preparation or submission of the Offer. In order for your Offer to be considered, the following should be included and should be referenced with *index tabs*:

- Tab 1. Vendor response to Item 16 – Determination of Responsibility listed under the Special Instructions to Offerors, Page 24
- Tab 2. Data Platform Proposed. Provide a detailed description of the data platform program tool that you are proposing. Provide login credentials for the evaluation team to view a sample review tool (Optional)
- Tab 3. Qualifications. Provide a written narrative of the qualifications of your firm to provide the data platform program.
- Tab 4. Vendor required contract/agreement (if any).
- Tab 5. Offer Cost Form
- Tab 6. All Applicable Forms:  
Offer and Acceptance Form  
Deviations and Exceptions Form  
Confidential/Proprietary Submittals Form  
Acknowledgment of Amendment Form  
Non-Collusion / No Gratuity-Gifts Affidavit Form  
W-9 Form  
Vendor Information Request Form  
PXU Data Sharing and Privacy Agreement  
Certification of Forced Labor Ban  
Edgar Certification Forms
- Tab 7. Additional Materials

**OFFER COST FORM**

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

On a separate sheet of paper(s), please provide all associated pricing for the proposed solution. Pricing shall include the program, training, travel, etc. Pricing not provided or listed under the RFP response shall not be considered at after award.



---

Name of Company Proposing

---

Date Signed

---

Authorized Signature/Local Representative

---

Telephone/Fax Number

---

Type Name and Position Held with Firm

---

Mailing Address

---

City

---

State

---

Zip

**OFFER AND ACCEPTANCE FORM**

The Undersigned hereby submits an Offer 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

Address

City State Zip

Signature of Person Authorized to Sign Offer

Printed Name

Title

**CERTIFICATION**

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

1. The submission of the Offer did not involve collusion or other anti-competitive practices and offeror 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. R7-2-1024(B.1.q) have occurred.
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. § 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 Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the offeror 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 Offeror shall comply with fingerprinting requirements unless otherwise exempted.
8. By submission of this Offer, 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 Offer, 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 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.****This contract shall henceforth be referred to as Contract No. 5-323.****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: Phoenix Union High School District, 4502 N. Central Avenue, Phoenix, AZ 85012, or fax it to the attention of the Purchasing Department (602) 271-3543. (Please print or type, except signature)

Failure to respond may result in deletion of Offeror's name from the qualified Offeror's list for the Phoenix Union High School District.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

We, the undersigned, have declined to respond to your RFP #5-323 for Academic Support Program 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:

---



---



---



SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## DEVIATIONS AND EXCEPTIONS

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

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

## CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

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

\_\_\_\_\_ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform 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 Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

**A complete digital copy and paper copy of the Offer 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 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

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 included 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.

**NOTE:** It is the responsibility of the Offeror to confirm, obtain, and acknowledge all amendments issued by the District prior to submittal of their proposal response.

Please sign and date

<b>AMENDMENT NO. 1 Acknowledgement</b>	_____	
	Signature	Date
<b>AMENDMENT NO. 2 Acknowledgement</b>	_____	
	Signature	Date
<b>AMENDMENT NO. 3 Acknowledgement</b>	_____	
	Signature	Date

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

\_\_\_\_\_  
Firm

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

**NON-COLLUSION and NO GRATUITY-GIFT AFFIDAVIT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Before me, the undersigned, personally appeared

\_\_\_\_\_, affiant,  
(Name)

the \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Contractor/Offeror)

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

That such Offer 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 offer, or any other person, firm or corporation to refrain from submitting an offer, 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. R7-2-1024 (B.1.q), 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>

This request for bid/proposal document originated on the [AZPurchasing.org](http://www.azpurchasing.org) website. If you obtained this document from any other source, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from the [AZPurchasing.org](http://www.azpurchasing.org) website you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at [AZPurchasing.org](http://www.azpurchasing.org). Failure to adhere to this recommendation could put your firm at risk of bid rejection as not all necessary amendments and attachments may be passed along for your completion.

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>  ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>																																																		
<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																			
	<b>2</b> Business name/disregarded entity name, if different from above																																																			
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.																																																			
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC																																																			
	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate																																																			
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____																																																			
	<input type="checkbox"/> Other (see instructions) ▶ _____																																																			
<b>4</b> 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.)																																																				
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.																																																				
Requester's name and address (optional)																																																				
<b>6</b> City, state, and ZIP code																																																				
<b>7</b> List account number(s) here (optional)																																																				
<b>Part I Taxpayer Identification Number (TIN)</b>																																																				
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 <i>How to get a TIN</i> , later.																																																				
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="10" style="text-align: center;"><b>Social security number</b></td></tr><tr><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td></tr><tr><td colspan="10" style="text-align: center;">OR</td></tr><tr><td colspan="10" style="text-align: center;"><b>Employer identification number</b></td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>			<b>Social security number</b>																				OR										<b>Employer identification number</b>																			
<b>Social security number</b>																																																				
OR																																																				
<b>Employer identification number</b>																																																				
<b>Part II Certification</b>																																																				
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.																																																				
<b>Certification instructions.</b> 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.																																																				
<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶																																																		
<b>General Instructions</b>																																																				
Section references are to the Internal Revenue Code unless otherwise noted.																																																				
<b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .																																																				
<b>Purpose of Form</b>																																																				
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.																																																				
<ul style="list-style-type: none"><li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>• Form 1099-S (proceeds from real estate transactions)</li><li>• Form 1099-K (merchant card and third party network transactions)</li><li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>• Form 1099-C (canceled debt)</li><li>• Form 1099-A (acquisition or abandonment of secured property)</li></ul>																																																				
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.																																																				



# **VENDOR INFORMATION REQUEST**

*Please provide all information that applies.*

## **COMPLETE AND RETURN BY**

**Mail:** Phoenix Union High School District

Attn: CEE-4, Widener

4502 N. Central Ave.

Phoenix, AZ 85012

**Fax:** 602-271-3543

**Email:** widener@phoenixunion.org

**NEW VENDORS:** Please submit this form with your W-9.

**EXISTING VENDORS:** Phoenix Union High School District has received your W-9, and now requires feedback on additional questions regarding the presence of your organization in the state of Arizona.

*Please have your financial department complete the following so we can finalize your firms profile as a vendor for the Phoenix Union High School District. For questions, contact Purchasing at (602) 764-1405.*

<b>GENERAL VENDOR INFORMATION</b>	<b>NAME OF VENDOR:</b>			
	<b>Federal Employer Identification #:</b>		or	<b>Social Security #:</b>
	<b>Street Address:</b>			
	<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	
	<b>Main Business Phone #:</b>			
	<b>Website:</b>			
<b>ORDERING INFORMATION</b>	<b>Order Address:</b>			
	<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	
	<b>Vendor Order Phone #:</b>		<b>Order Fax #:</b>	
	<b>Vendor Order Email:</b>			
<b>ACCOUNTING INFORMATION</b>	<b>Remittance Address:</b>			
	<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	
	<b>Accounts Receivable Phone #:</b>		<b>Accounts Receivable Fax #:</b>	
	<b>Accounting Email:</b>			
	<b>Collections Email:</b>			
<b>VENDOR DISCLOSURES</b> <i>(Please check all that apply):</i>	<input type="checkbox"/> Minority-based enterprise <input type="checkbox"/> Women-owned enterprise <input type="checkbox"/> Disabled veteran enterprise <input type="checkbox"/> Small business			
<b>USE TAX DETERMINATION INFORMATION</b>	Do you have an Arizona Transaction Privilege Tax License? <input type="checkbox"/> No <input type="checkbox"/> Yes ( If Yes, #: )			
	Do you have a physical Arizona Location? <input type="checkbox"/> No <input type="checkbox"/> Yes			
	Do you have a local representative or local contract installer/contractor? <input type="checkbox"/> No <input type="checkbox"/> Yes			
	Do you lease equipment in Arizona? <input type="checkbox"/> No <input type="checkbox"/> Yes			
	Is this for software sales? <input type="checkbox"/> No <input type="checkbox"/> Yes			
	Is there a license agreement? <input type="checkbox"/> No <input type="checkbox"/> Yes			

Phoenix Union High School District No.210  
**DATA SHARING AND PRIVACY AGREEMENT**

This DATA SHARING AND PRIVACY AGREEMENT (“Data Agreement”) dated \_\_\_\_\_, by and between Phoenix Union High School District No. 210 (the “District”) and \_\_\_\_\_, and its subcontractors and agents (the “Service Provider”).

**RECITALS**

- A. In providing services to the District, Service Provider may have access to confidential records, data and information concerning students and employees of the District.
- B. Service Provider agrees to the provisions of this Data Agreement and to the requirements of state and federal law with respect to the receipt, review, storage, and transmission of information received from the District.
- C. This Data Agreement shall be in addition to any underlying agreement for goods and services entered between the parties.

**NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. Covered Data and Information. All records, information, and data of the District to which Service Provider has access are hereafter referred to as “CDI”. CDI includes, but is not limited to, all paper and electronic student education records, information and data supplied by the District, as well as any such records, information and data provided by students of the District, all personally identifiable records, information and data concerning students and employees of the District, and all personally identifiable information and other non-public information supplied, including but not limited to student data, employee data, and user content.
2. Limited Use of De-identified, aggregate or anonymized CDI. CDI does not include de-identified, aggregate, or anonymized CDI. The District permits the Service Provider to use de-identified, aggregate or anonymized CDI for the purpose of research and development to improve the service offered by the Service Provider. Service Provider may not transfer any de-identified, aggregate or anonymized CDI to a third party without the express written consent of the District.
3. Compliance with all Applicable Laws. Service Provider agrees to comply with the requirements of The Family Educational Rights and Privacy Act (FERPA), the Pupil Protection Rights Act (PPRA), and any other federal and/or state law governing the privacy of CDI. If Service Provider processes data outside of the United States, Service Provider specifically agrees to be bound by A.R.S. § 18-551 and -55, as amended, A.R.S. § 15-241, FERPA, PPRA and any other applicable Arizona or federal law governing CDI.
4. Access to CDI. Service Provider hereby acknowledges that the Service Provider has access to CDI and that such shall be subject to the terms and conditions of this Data Agreement. Service Provider will only collect CDI as necessary to fulfill its duties as agreed to in any underlying agreement for goods or services.
5. Use of CDI. Service Provider will use CDI only for the purpose of fulfilling its duties and providing services as agreed to in any underlying agreement for goods or services.
6. Data Mining. Service Provider is prohibited from mining CDI for any purposes other than as agreed to in writing between the parties. Data mining or scanning of user content for the purpose of advertising or marketing to anyone is prohibited. Service Provider will not use any CDI to advertise or market to anyone without express written permission of the District.
7. Confidentiality of CDI. Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of the District except as permitted or required by this Data Agreement, as required by law, or as otherwise authorized in writing by the District. Service Provider agrees that it will protect CDI it receives from or on behalf of the District according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

8. Data De-Identification. Service Provider may have permission via any underlying agreement to provide goods or services to use de-identified CDI for purposes as identified in the agreement. De-identified CDI will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, date of birth, demographic information, location information and school identification numbers. Service Provider agrees not to attempt to re-identify de-identified CDI and agrees not to transfer de-identified CDI to any party without permission. Any receiving party shall agree in writing not to attempt reidentification and shall agree to be bound by the terms of this Data Agreement.
9. Reporting Student CDI. Service Provider may at times have reason to report CDI of District students to third parties as provided by express written permission from the District or as required by law. In reporting aggregated, de-identified data containing CDI, Service Provider shall:
- Not disclose data about categories of 10 or fewer students.
  - Not report a total count of students;
  - Not report percentages of 0% or 100%; and
  - Report data in ranges rather than specific numbers.
10. Return or Destruction of CDI. Upon termination, cancellation, expiration or other conclusion of the work or services provided to the District by Service Provider. Service Provider shall return all CDI to the District. If the return of CDI is not feasible, Service Provider shall destroy any and all CDI and represent in writing to the District that it has destroyed all CDI and no longer has any CDI in its possession or control. Service Provider shall ensure that all CDI it is possession or the possession of any subcontractors or agents is destroyed or returned to the District when no longer needed for the specified purposes as authorized by the District.
11. Security of Electronic Information. Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures and technical safeguards to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from or on behalf of the District or its students or employees. Service Provider shall store and process CDI in accordance with industry best practices to secure CDI from unauthorized access, disclosure and use. These security measures and technical safeguards shall be extended by express written agreement to all subcontractors and third parties used by Service Provider. Service Provider shall at a minimum:
- Protect and maintain the confidentiality of passwords used to access CDI;
  - Notify the District when Service Provider's access to CDI is no longer necessary;
  - Notify the District within two days of discovery if passwords used to access CDI by Service Provider, a subcontractor, or other third party are lost, stolen, or otherwise obtained or potentially obtained by unauthorized users.
- Service Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
12. Reporting of Disclosure or Misuse of CDI. Service Provider shall, within two days of discovery, report to the District any and all use or disclosure of CDI not authorized by this Data Agreement or authorized in writing by the District. Service Provider's report shall identify:
- The nature of the unauthorized use or disclosure;
  - The CDI used or disclosed;
  - The identity of the person or entity who made the unauthorized use or received the unauthorized disclosure;
  - What Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and



- e. What corrective action Service Provider has taken or shall take to prevent further similar unauthorized use or disclosure.

Service Provider shall provide such other information, including a written report, as reasonably requested by the District. Service Provider shall have a plan for responding to a breach of data security developed pursuant to best practices in the industry and shall share that plan with the District upon request.

13. District Access. Any CDI held by Service Provider will be made available to the District upon request.
14. Rights to Intellectual Property. This Data Agreement does not give Service Provider any rights, implied or otherwise, to CDI, data, content, or intellectual property except as expressly stated in any underlying agreement between the parties. This includes but is not limited to the right to share, sell, or trade CDI. The District acknowledges that this agreement does not convey any intellectual property right in any of Service Provider's materials or content, including any revisions of derivative work or material. Service Provider-owned materials shall remain the property of the Service Provider. All rights, including copyright, trade secrets, patent and intellectual property rights shall remain the sole property of the Service Provider.
15. Indemnity. Service Provider shall defend and hold the District, its Board Members, officers, agents and employees, harmless from all claims, liabilities, damages or judgments involving a third party, including the District's costs and reasonable attorneys' fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Data Agreement. Service Provider shall also comply with the breach notification requirements under applicable law that arise from the result of Service Provider's failure to meet any of its obligations under this Data Agreement.
16. Cyber Security Insurance. Service Provider shall procure and maintain for the duration of the contract between the parties cyber security insurance for improper access, storage and transmission of CDI. Coverage shall include both first party and third party damages, notification costs to affected persons, regulatory fines and penalties, technology errors & omissions and professional liability in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The District shall be named as an additional insured on the Cyber Security Insurance policy. Service Provider shall provide a copy of the policy upon request of the District.
17. Remedies. If the District determines in good faith that Service Provider has materially breached any of its obligations under this Data Agreement, the District shall have the right to require Service Provider to submit to a plan of monitoring and reporting; to provide Service Provider with a fifteen (15) day period to cure the breach; or to terminate the work or services of Service Provider for the District immediately. Prior to exercising any of these options, the District shall provide written notice to Service Provider describing the violation and the action the District intends to take. The remedies described herein may be exercised by the District in its sole discretion and are in addition to any remedies permitted by law or pursuant to any other agreement between the parties.
18. Subcontractors. Service Provider shall require that any subcontractor or agent receiving CDI is authorized by the District to receive CDI and that the subcontractor or agent expressly agrees to be bound to the terms of this Data Agreement.
19. Modifications. Service Provider will not modify or change how CDI is collected, used or shared under the terms of this Data Agreement in any way without advance notice to and consent from the District.
20. Arizona Law. This Data Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona. Any dispute arising out of or relating to this Data Agreement shall be brought in the Maricopa County Superior Court or the United States District Court, District of Arizona.
21. Cancellation. The District reserves all rights that it may have to cancel this Data Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.
22. No Israel Boycott. The Parties agree that they are not currently engaged in and agree that for the duration of this Agreement



they will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.

23. Arbitration. To the extent permitted by A.R.S. §§12-1518 and 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration.
24. Amendments. All references to provisions of statutes, codes and regulations include all amendments thereto.
25. Miscellaneous. The provisions of this Data Agreement shall survive the termination, cancellation or completion of all work, services, performance, or obligations by Service Provider to the District. This Data Agreement shall be binding upon the parties hereto, their officers, employees, and agents and any successor companies. Time is of the essence of this Data Agreement. Except as expressly modified by the provisions of this Data Agreement, any underlying agreement for goods or services shall continue in full force and effect. In the event any inconsistencies exist between the terms of this Data Agreement and any underlying agreement, this Data Agreement shall control.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by its authorized parties on its behalf.

**PHOENIX UNION HIGH SCHOOL  
DISTRICT NO. 210**

By \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR NAME** \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Forced Labor of Ethnic Uyghurs Ban**

Please note that if any of the following apply to the Contractor, then the Offeror shall select the “Exempt Contractor” option below:

Contractor is a sole proprietorship;  
Contractor has fewer than ten (10) employees; OR  
Contractor is a non-profit organization.

**Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.**

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means Phoenix Union High School District #210 (PUHSD, the District), as a political subdivision of the State of Arizona.

**In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:**

- ☐ The Company submitting this Offer **does not** use, and agrees not to use during the term of the contract, any of the following:  
Forced labor of ethnic Uyghurs in the People’s Republic of China;  
Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or  
Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
- ☐ The Company submitting this Offer **does** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
- ☐ **Exempt Contractor**  
Indicate which of the following statements applies to the Contractor (may be more than one):
- ☐ Contractor is a sole proprietorship;  
☐ Contractor has fewer than ten (10) employees; and/or  
☐ Contractor is a non-profit organization.

Vendor’s Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_



Date: \_\_\_\_\_

## **EDGAR CERTIFICATIONS**

### **Addendum FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT**

The following certifications and provisions are required and apply when Phoenix Union High School District #210 (PUHSD, the District) expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

---

#### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200**

---

**(A) Contractor Violation or Breach of Contract Terms.** Contracts for more than the simplified acquisition threshold currently set, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when PUHSD expends federal funds, PUHSD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) Termination for Convenience.** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when PUHSD expends federal funds, PUHSD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. PUHSD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if PUHSD believes, in its sole discretion that it is in the best interest of PUHSD to do so. Vendor will be compensated for work performed and accepted and goods accepted by PUHSD as of the termination date if the contract is terminated for convenience of PUHSD. Any award under this procurement process is not exclusive and PUHSD reserves the right to purchase goods and services from other vendors when it is in PUHSD's best interest.

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when PUHSD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when PUHSD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when PUHSD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by PUHSD resulting from this procurement process.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by PUHSD, Vendor certifies that during the term of an award for all contracts by PUHSD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

**(G) Clean Air Act and Federal Water Pollution Act.** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by PUHSD, Vendor certifies that during the term of an award for all contracts by PUHSD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**(H) Debarment and Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by PUHSD, Vendor certifies that during the term of an award for all contracts by PUHSD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(I) Byrd Anti-Lobbying Amendment.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by PUHSD, Vendor certifies that during the term and after the awarded term of an award for all contracts by PUHSD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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.
- (2) If any funds other than Federal appropriated 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 an employee of a Member of Congress in connection with this Federal grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**(J) Procurement of Recovered Materials.** When federal funds are expended, Member and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the Member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**(K) Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the Member, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**(L) Ban on Foreign Telecommunications.** Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the Member, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

---

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

---

When federal funds are expended by PUHSD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

---

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

---

When PUHSD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

---

#### **CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

---

It is the policy of PUHSD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

---

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

---

PUHSD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

---

#### **CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

---

Vendor agrees that the District’s Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.



**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Federal: Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326 <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7>

Vendor's Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_



Date: \_\_\_\_\_