



TEMPE ELEMENTARY SCHOOL DISTRICT NO. 3 NOTICE OF INVITATION FOR BID

INVITATION FOR BID (IFB) NUMBER: 13-07-17

MATERIAL AND/OR SERVICE: INSTRUCTIONAL AIDS - MUSIC

BID DUE DATE: SEPTEMBER 19, 2012 TIME: 2:00 PM M.S.T.

IFB OPENING LOCATION: Tempe Elementary School District No. 3
Finance/Purchasing Department
3205 South Rural Road
Tempe, AZ 85282

In accordance with the School District Procurement Rules in the Arizona Administrative Code (A.C.C.) promulgated by the State Board of Education pursuant to A.R.S. §15-213, competitive sealed bids for the materials or services specified will be received by the Tempe Elementary School District, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the amount bid shall be publicly read.

Solicitations 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 solicitations shall not be considered.**

Solicitations must be submitted in a sealed envelope with the Invitation for Bid number and the bidders name and address clearly indicated on the envelope. All solicitations must be completed in ink or typewritten. Additional instructions for preparing a solicitation are provided herein.

This Invitation for Bid is being done by the Tempe Elementary School District No. 3, "TESD" as a member of the Strategic Alliance for Volume Expenditures, (SAVE). While this solicitation is for the TESD, other public entities have expressed interest in utilizing the resulting contracts. A.A.C. R7-2-1191 through R7-2-1195 authorized and governs intergovernmental procurements. Members of "SAVE", a group of schools/public entities, have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible school districts/public entities identified therein; recognizing potential equipment, logistical and capacity limitations by vendor may limit "piggybacking" of this award. Individual public entities would negotiate services with successful vendors using the pricing quoted herein. No volume is implied or guaranteed.

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

Contact: Rebecca Seifert
Title: Senior Buyer
Email: rseifert@tempeschools.org

Phone Number: (480) 730-7167
Fax Number: (480) 730-7420
Date: 8/31/12

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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>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://www.azsos.gov/public_services/Title_07/7-02.htm

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

U.S. Department of Labor's Immigration and Control Act – Form I-9 is available at
www.uscis.gov

Tempe Elementary School District No. 3 Purchasing Department information is available at
<http://www.tempeschools.org/purchasing>

COOPERATIVE PURCHASING

This solicitation is being done by the Tempe Elementary School District No. 3 as a member of the Strategic Alliance for Volume Expenditures (SAVE) and is acting as lead district. Any contract resulting from this solicitation shall be for the use of the consortium members. In order to participate in any resultant contract, a public entity must have entered into a cooperative purchasing agreement with the consortium as required by School District Procurement Rule A.A.C. R7-2-1095. No volume is implied or guaranteed. Use of these contracts is at the sole discretion of each individual public entity and each public entity reserves the right to contract for similar services outside of the award of contracts under this Invitation for Bid.

Below is a list of current members in the Consortium who potentially may wish to utilize this contract. Other public entities in Arizona may be added during the term of the contract by SAVE with the approval of the lead district and the contract Offeror. The estimated volume of purchases by other public entities within SAVE have been taken into consideration by the lead district and all other public entities that are not members of the SAVE are prohibited from using the contract.

STRATEGIC ALLIANCE FOR VOLUME EXPENDITURES

Municipalities

City of Apache Junction
City of Avondale
City of Bullhead City
City of Casa Grande
City of Chandler
City of Cottonwood
City of Douglas
City of Eloy
City of Flagstaff
City of Glendale
City of Goodyear
City of Maricopa
City of Mesa
City of Page
City of Peoria
City of Prescott
City of Safford
City of Scottsdale
City of Sierra Vista
City of Somerton
City of Surprise
City of Tempe
City of Tucson
City of Willcox
City of Winslow
City of Yuma
Town of Buckeye
Town of Camp Verde
Town of Cave Creek
Town of Florence
Town of Fountain Hills
Town of Gila Bend
Town of Gilbert
Town of Marana
Town of Oro Valley
Town of Paradise Valley
Town of Prescott Valley
Town of Queen Creek
Town of Sahuarita
Town of Superior
Town of Wickenburg

Counties

Apache County
Cochise County
Coconino County
Gila County
Graham County
La Paz County
Maricopa County
Mohave County
Navajo County
Pima County
Pinal County
Santa Cruz County
Yavapai County
Yuma County

Higher Education

Arizona State University
Arizona Western College
Central Arizona College
Central Arizona Valley Institute of Technology (CAVIT)
Cochise County Community College District
Coconino County Community College District
Dinè College
East Valley Institute of Technology (EVIT)
Gila Institute for Technology, a Joint Technology
Education District (JTED)
Maricopa Community College District
Mohave Community College
Northern Arizona University
Pima Community College
Pima Prevention Partnership dba Pima Partnership
Academy, Pima Partnership High School &
Phoenix Collegiate High School
University of Arizona
Yavapai College

Political Agencies

Arizona Supreme Court
Central Arizona Project
Housing Authority of Maricopa County
Maricopa Association of Governments

COOPERATIVE PURCHASING

Maricopa Integrated Health System
Superior Court of Arizona, Maricopa County
Tucson Airport Authority
Valley Metro Regional Public Transit Authority
Phoenix-Mesa Gateway Airport Authority
Misc. Agencies
Central Arizona Water Conservation District (CAWCD)
Central Yavapai Fire District
Drexel Heights Fire District
Fire District of Sun City West
Mountain Institute JTED
Mt. Lemmon Fire District
North Country Community Health Center
Northeast AZ Tech Institute of Voc Ed
Northwest Fire District
Pima County Joint Technology District #11 (JTED)
Pima County School Reserve Fund
Shonto Preparatory Schools
Superstition Mtn Community Facilities District
Sun City West Fire District

School Districts

Agua Fria Union High School District # 216
Alhambra Elementary School District # 68
Altar Valley School District #51
Amphitheater Unified School District #10
Antelope Union High School #50
Apache Junction Unified School District # 43
Arlington Elementary School District #47
Avondale Elementary School District #44
Balsz Elementary School District #31
Beaver Creek School District #26
Benson Unified School District #9
Bisbee Unified School District #2
Blue Ridge Unified School District #32
Bonita School District #6
Bouse Elementary School District
Buckeye Elementary School District #33
Buckeye Union High School District #201
Bullhead City Elementary School District #15
Camp Verde Unified School District #28
Cartwright Elementary School District #83
Casa Blanca Middle School dba Vah Ki Middle School
Casa Grande Elementary School District
Casa Grande Union High School District
Catalina Foothills Unified School District #16
Cave Creek Unified School District #93
Cedar Unified School District #25
Chandler Unified School District # 80
Chinle Unified School District #24
Chino Valley Unified School District #51
Clarkdale-Jerome School District #3
Coconino County Regional Accommodation District #99
Colorado River Union High School District
Continental Elementary School District #39
Coolidge Unified School District #21
Cottonwood-Oak Creek School District #6
Crane Elementary School District # 13
Deer Valley Unified School District #97
Double Adobe Elementary School District #45

Douglas Unified School District #27
Dysart Unified School District # 89
Eloy Elementary School District #11
Elfrida Elementary School District #12
Flagstaff Unified School District # 1
Florence Unified School District # 1
Flowing Wells Unified School District #8
Fort Huachuca Accommodation School District
Fort Thomas Unified School District #7
Fountain Hills Unified School District #98
Fowler Elementary School District #45
Gadsden Elementary School District # 32
Ganado Unified School District #20
Gila Bend Unified Schools
Gilbert Unified School District #41
Glendale Elementary School District #40
Glendale Union High School District
Globe Unified School District #1
Grand Canyon Unified School District #4
Hackberry Elementary School District #3
Heber-Overgaard Unified School District #6
Higley Unified School District #60
Holbrook Unified School District #3
Humboldt Unified School District #22
Hyder Elementary School District #6
Indian Oasis-Baboquivari School District #40
Isaac Elementary School District # 5
J.O. Combs Elementary School District #44
Joseph City Unified School District #2
Kayenta Unified School District #27
Kingman Unified School District #20
Kyrene Elementary School District #28
Lake Havasu Unified School District # 1
Laveen Elementary School District #59
Liberty Elementary School District #25
Litchfield Elementary School District #79
Littlefield Unified School District #9
Littleton Elementary School District #65
Madison Elementary School District #38
Maine Consolidated School District
Mammoth-San Manuel Unified School District #8
Marana Unified School District #6
Maricopa Regional School District #509
Maricopa Unified School District
Mayer Unified School District #43
Mesa Unified School District # 4
Mobile Elementary School District #86
Mohave Valley Elementary School District #16
Mohawk Valley School District # 17
Morenci Unified School District #18
Murphy Elementary School District #21
Naco Unified School District #9
Nadaburg Elementary District #81
Nogales Unified School District # 1
Osborn Elementary School District #8
Page Unified School District #8
Palo Verde Elementary School District #49
Paradise Valley Unified School District #69
Parker Unified School District #27
Patagonia Elementary School District #6

COOPERATIVE PURCHASING

Patagonia Union High School District #92
Payson Unified School District #10
Peach Springs Unified School District #8
Pendergast School District #92
Peoria Unified School District #11
Phoenix Elementary School District # 1
Phoenix Union High School District #210
Picacho Elementary School District #33
Pima Unified School District #6
Pine Strawberry Elementary School District #12
Pinon Unified School District #4
Prescott Unified School District #1
Quartzsite Elementary School District #4
Queen Creek Unified School District # 95
Red Mesa Unified School District
Riverside Elementary School District #2
Roosevelt Elementary School District # 66
Round Valley Unified School District #10
Sacaton Elementary School District #18
Saddle Mountain Unified School District #90
Safford Unified School District #1
Sahuarita Unified School District #30
Sanders Unified School District #18
Santa Cruz Valley Unified School District #35
Santa Cruz Valley Union High School District #840
Scottsdale Unified School District # 48
Sedona-Oak Creek Unified School District #9
Sentinel Elementary School District #71
Show Low Unified School District #10
Sierra Vista Unified School District # 68
Snowflake Unified School District #5
Somerton Elementary School District #11
Stanfield Elementary School District #24
St. David Unified School District #21
St. Johns Unified School District
Sunnyside Unified School District #12
Superior Unified School District #15
Tanque Verde Unified School District #13
Tempe Elementary School District # 3
Tempe Union High School District # 213
Thatcher Unified Schools
Toltec Elementary School District #22
Tolleson Elementary School District #17
Tolleson Union High School District # 214
Tombstone Unified School District #1
Tuba City Unified School District #15
Tucson Unified School District
Union Elementary School District #62
Vail Unified School District #20
Valley Union High School District #22
Washington Elementary School District # 6
Wellton Elementary School District #24
West-MEC District #402
Whiteriver Unified School District #20
Wickenburg Unified School District #9
Willcox Unified School District
Williams Unified School District #2
Wilson Elementary School District #7
Window Rock Unified School District #8
Winslow Unified School District #1
Young Public School District
Yuma Elementary School District # 1
Yuma Union High School District # 70

SURVEY INFORMATION

While all members of SAVE are eligible to use these contracts, the following public entities have specifically expressed an interest in using these contracts via survey conducted electronically by the lead district. The annual estimated expenditure for each public entity is listed for the convenience of the Bidders.

DISTRICT	ESTIMATED ANNUAL USAGE
Chandler Unified School District	\$100,000
Deer Valley Unified School District	\$150,000
Glendale Elementary School District	\$30,000
Higley Unified School District	\$20,000
Kingman Unified School District	\$5,000
Littleton Elementary School District	\$10,000
Marana Unified School District	\$26,000
Mesa Unified School District	\$30,000
Paradise Valley Unified School District	\$15,000
Peoria Unified School District	\$10,000
Phoenix Elementary School District	\$10,000
Phoenix Union High School District	\$200,000
Tempe Elementary School District	\$60,000
Tempe Union High School District	\$30,000
Tolleson Union High School District	\$25,000
Vail Unified School District	\$50,000
Washington Elementary School District	\$20,000
GRAND TOTAL	\$791,000

DEFINITION OF TERMS

As used in this solicitation document, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any individual or business having a contract with the District to furnish goods and or services.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror (Bidder)”** means one who responds to a solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Responsible”** means a bidder or offeror who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.
- L. **“Responsive”** means a vendor who has submitted a bid which conforms in all material respects to the requirements stated in the solicitation.
- M. **“School District (or District)”** means the School District that executes the Contract.
- N. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Qualifications (“RFQ”).
- O. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- P. **“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.

UNIFORM INSTRUCTIONS TO OFFERORS

1. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries requires that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink: Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 2. Request for Proposals or Qualifications: All exceptions that are contained in the Offer may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.

UNIFORM INSTRUCTIONS TO OFFERORS

- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts are subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer.
- K. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Special Instructions to Offerors; and
 - 8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

3. Submission of Offer

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District shall make a determination on whether the stamped information is confidential pursuant to the Arizona School District's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
 - 1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state, and local laws and executive orders regarding employment.

UNIFORM INSTRUCTIONS TO OFFERORS

4. Evaluation

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

5. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by a group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the school district's Governing Board. Offerors will be so notified in writing by the School District.
- C. Effective Date. The effective date of this Contract shall be the date that the District Representative 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 School District will be contingent upon the approval of its Governing Board, if applicable.

6. 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, Elizabeth Yeskey, Chief Financial Officer. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

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

UNIFORM 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. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
- | | |
|----------------------------------|--|
| 1. Special Terms and Conditions; | 5. Attachments; |
| 2. Uniform Terms and Conditions; | 6. Exhibits; |
| 3. Statement or Scope of Work; | 7. Documents referenced or included in the Solicitation; |
| 4. Specifications; | |
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

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 by the District at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District 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.

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3. COSTS AND PAYMENTS

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. *The Purchase Order number must be referenced on the invoice.*
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. 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.
- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District 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 solicitation as well as any resultant contract is issued under the authority of the District's Procurement Officer. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The school district 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 Arizona law, 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 Arizona law, 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

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

6. WARRANTIES

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

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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 under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform 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 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 of 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 Terms and Conditions.

8. CONTRACT TERMINATION

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The School District may subtract any cost arising from deficient performance. The Contractor shall receive no other compensation, including but not limited to, compensation for lost profits or opportunities, demobilization, overhead or for any other reason or cause.
- E. Termination for Default.
 - 1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District on demand.
 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 in procuring materials or services in substitution for those due from the Contractor.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
9. **CONTRACT CLAIMS.** All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted there under including A.A.C. R7-2-1156 through 1185.
10. **OFFSHORE PERFORMANCE.** Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
11. **CONTRACTOR'S EMPLOYMENT ELIGIBILITY.** By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws. Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.
12. **TERRORISM COUNTRY DIVESTMENTS.** Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
13. **SCRUTINIZED BUSINESS OPERATIONS.** Per A.R.S. 35-391 and 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Sudan or Iran.
14. **FINGERPRINT CHECKS.** A contractor, subcontractor or vendor, or employee of a contractor, subcontractor or vendor, who is contracted to provide services on a regular basis at an individual school, shall obtain a valid fingerprint clearance card pursuant to A.R.S. 41-1758 et seq. The Superintendent, or designee may exempt from the requirement to obtain a fingerprint clearance card a contractor, subcontractor, or vendor whom the Superintendent or designee has determined is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services to the school or to the School District. The exemption shall be given in writing and a copy filed in the District office.
- A. The District shall conduct a fingerprint check in accordance with ARS § 41-1750 and Public Law 92-544 of all contractors, subcontractors, or vendors and their employees for which fingerprints are submitted to the District.
 - B. Contractor, subcontractors, vendors, and their employees shall not provide services on school district properties until authorized by the District.
 - C. Additionally, contractor shall comply with the governing board policies of the School District.
15. **REGISTERED SEX OFFENDER RESTRICTION:** Pursuant to this contract, the Contractor agrees by acceptance of this contract that no employee of the Contractor or a subcontractor of the Contractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The Contractor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.
16. **COOPERATIVE PURCHASING.** School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Strategic Alliance for Volume Expenditures "SAVE" is a group of school districts and public entities that have signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by a selected eligible School District for the benefit of all eligible School Districts/public entities identified therein.
- A. An eligible School District/public entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor(s) or any other vendor for the same or similar products, materials, and/or services.
 - B. The eligible School District/public entity shall:
 1. Insure that Purchase Orders issued against eligible Consortium Contract(s) are in accordance with terms and prices established in the Consortium Contract(s).

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2. Make timely payment to the Consortium Contractor(s) for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract(s). Payment, inspection and acceptance of products, materials and services ordered by the eligible School District shall be the exclusive obligation of the School District.
 3. Be responsible for the ordering of materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible School District/public entity, and the eligible School District/public entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible School District/public entity.
 4. The exercise of any rights or remedies by the eligible School District/public entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
- C. The Tempe Elementary School District estimates a combined annual expenditure of approximately \$791,000 for all interested SAVE entities. As funding issues can vary from school districts/public entities, there is no guarantee of current or future annual volume.
- 17. GIFT POLICY:** Members of the Strategic Alliance for Volume Expenditures (SAVE) will accept no gifts, gratuities or advertising products from vendors. The SAVE has adopted a zero tolerance policy concerning vendor gifts. Members of the SAVE may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

SPECIAL TERMS AND CONDITIONS

1. **PURPOSE:** Pursuant to provisions of the School District Procurement Rules, the Tempe Elementary School District intends to establish a contract(s) for instructional aids for band, orchestra, choir and general music.
2. **AUTHORITY:** This solicitation as well as any resultant contract is issued under the authority of the Governing Board, Superintendent, Chief Financial Officer or designee. No alteration on any resultant contract may be made without the express written approval of the Chief Financial Officer in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **INQUIRIES:** All questions related to this solicitation shall be in writing. *Direct all inquiries to Rebecca Seifert, Senior Buyer via mail, fax or email.* **Bidders shall not contact or ask question of the school or department for which this requirement is being procured.** Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Bidder shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due time and date. All questions shall be responded to as soon as possible.
4. **LATE SUBMITTALS:** An Offer submitted after the exact due date and time as listed on the cover of this document shall be rejected, except as provided in the School District Procurement Rules. A vendor submitting a late bid/proposal shall be so notified. Late bids/proposals shall only be returned at the vendor's request and cost. The vendor will assume responsibility for delivery on time at the place specified, whether sent by mail or delivered in person. Bids/Proposals sent via telephone, telegraphed, facsimile or emailed are not acceptable.
5. **CONTRACT TYPE:** Fixed Discount Percentage.
6. **BID OPENING:** Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each offeror and the prices of the individual line items for each respondent shall be read at this time. Bids, modifications, and all other information received in response to the invitation for bid shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the invitations and evaluation documentation shall be open for public inspection.
7. **TERM OF CONTRACT:** The term of any resultant contract shall commence on the date of award and shall continue through December 31, 2013 unless terminated, canceled or extended as otherwise provided herein.
8. **CONTRACT EXTENSION:** By mutual written contract amendment, any resultant contract may be extended for successive periods of one (1) calendar year per extension up to a maximum of four (4) calendar years.
9. **MULTI-TERM CONTRACT:** A multi-term contract is being utilized for this procurement because such a contract will serve the best interest of the District by encouraging effective competition or otherwise promoting economics in the District procurement. The estimated requirements cover the period of the contract and are reasonable and continuing.
10. **MULTIPLE AWARDS:** In order to assure that any ensuing contracts will allow the District to fulfill current and future requirements, the District reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the District. The fact that the District may make multiple awards should be taken into consideration by each potential contractor. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District and SAVE members. The District reserves the right to competitively bid any commodity, if deemed to be in the District's best interest.
11. **EVALUATION:** In accordance with the School District Procurement Rules, competitive sealed bidding, awards, shall be made to the lowest responsible and responsive offeror whose bid conforms in all materials respects to the requirements and criteria set forth in the invitation for bids.

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- 12. RESPONSIBILITY OF BIDDERS:** The District will consider the following factors in determining if a bidder is responsible:
- A. The proposed contractor's financial, material, personal and other resources, including subcontractors.
 - B. The proposed contractor's record of performance and integrity.
 - C. Whether the proposed contractor is qualified legally to contract with the public entity.
 - D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
 - E. Complaints on file with the Better Business Bureau.
 - F. Prior litigation history.
- 13. CATALOG DISCOUNT:** The District is requesting a Catalog Discount contract to successfully obtain a full line of items as described herein. The awarded vendor shall provide coverage in all areas listed. These areas shall be used in evaluating the catalog discount percent off of all other items listed in the bidder's catalog or published price lists. Current catalog or list prices, at the time of the bid, shall be valid for one year from contract effective date. The manufacturer's price list and catalog must be a formally published list for general distribution. The discount percentage shall remain firm for the term of the contract and shall be provided on the price sheet(s) where indicated for each of the manufacturers listed.
- 14. NEW EQUIPMENT:** All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.
- 15. PRODUCT DISCONTINUANCE:** The District may award a contract for a particular manufacturer and/or models of equipment as a result of this solicitation. In the event that the manufacturer discontinues the product or model, the District at its sole discretion may allow the offeror to provide a substitute for the discontinued item. The offeror shall request permission to substitute a new product or model and provide the following:
1. A formal announcement from the manufacturer that the product or model has been discontinued.
 2. Documentation from the manufacturer that names the replacement product or model.
 3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
 4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
 6. As applicable, if a sample is requested, notification will be given whether the sample is acceptable, or is rejected, a reason shall be given.
- 16. QUANTITIES:** This solicitation references quantities as a general indication of the needs of the District. However, the quantities shown are estimates only and the District reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities.
- 17. SHIPPING TERMS:** Prices shall be F.O.B. Destination (freight included in price unless indicated otherwise) to Tempe Elementary School District, Warehouse located at Brogan Center 1430 West Elna Street, Tempe, Arizona 85281. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and related charges such as freight, insurance, warranty cost and any other applicable cost shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The District will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
- 18. DELIVERY:** Delivery shall be made within five (5) days of receipt of a contract release order/purchase order on parts that are in stock. Delivery shall be made within fourteen (14) days of receipt of a contract release order/purchase order on parts that are not stocked. It is an express condition of this solicitation that the contractor have sufficient inventory of commonly-used parts.
- 19. BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any vendor but is only enumerated in order to advise potential bidders of the requirements of the District. Any offer which proposes like quality, design or performance will be considered.

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- 20. VENDOR SPECIFICATIONS:** All vendors submitting bids should submit current catalogs, excerpts from catalogs or industrial specifications on all items being bid. This information is required for bid evaluation purposes, and will not be returned. If information provided is not specific enough to evaluate, additional information or samples must be delivered, at vendor's expense, within 48 hours after notification. If information/samples are not submitted, or information is vague or incomplete, the evaluation of your product may not be accomplished and your bid may be considered not in compliance with this bid and therefore, may be rejected.
- 21. SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 22. LICENSES:** Contractor shall maintain in current status all federal, state and local licenses, certificates, permits and like requirements required by the operation of the business conducted by the contractor.
- 23. DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to the Tempe Elementary School District premises. The bidder shall hold and save the Tempe Elementary School District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.
- 24. WARRANTY:** All items bid shall be covered by the manufacturer's standard warranty.
- 25. BILLINGS:** All billing notices shall identify the specific item(s) and/or services being billed. Items are to be identified by name, model/serial number as most applicable. Contractor shall provide the purchase order number on all billing notices submitted to the District. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.
- 26. INSURANCE:** The District requires a complete and valid certificate insurance prior to the commencement of any service or activity specified in this solicitation. The District will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) must at that time submit an original copy of the certificate of insurance naming Tempe Elementary School District No. 3 as an additional insured party. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.
- 27. REFERENCES:** Each proposing firm shall include a minimum of three (3) references for similar services provided to school districts and other public entities in Arizona, including contact names, addresses and telephone numbers.

BLANKET DISCOUNT / VENDOR QUESTIONNAIRE

This invitation for bid includes a requirement for blanket discount pricing covering items and/or materials listed in current pricing documents. This requirement also includes discount pricing on additional items not shown on the following pricing pages.

Bidders are required to supply two (2) sets of current/dated pricing documents (catalogs and/or price lists) for those items and/or materials offered. Furthermore, the District may request additional copies of those pricing documents for use by the music departments and individual schools sites for ordering, pricing, and audit functions. By submitting Blanket/Discount pricing as part of this bid, the vendor agrees to supply pricing documents as dictated above, and also accepts the responsibility of keeping these pricing documents current at all locations. Failure to include this information may result in the offer being rejected.

CATALOG/PRICE LIST DISCOUNT: Bidders shall offer prices for items based on a discount percent off of their most Recent Formally Published Price Schedule/Catalog(s) for product category(ies) bid, where applicable. Zero percent discount is acceptable. All prices in said catalog shall be calculated using the single discount amount offered in each category. The discount percentage off shall be uniform for all catalog items offered with the defined category grouping. All pricing contained therein shall be of fair market value competitive with other sellers in the industry. Custom tailored price schedules/catalogs shall not be considered by the District for this invitation for bid.

Company Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Email: _____

Phone: _____ Fax: _____

Web Site: www. _____

Reference Number for this Offer: _____

Early Payment Discount: _____

Shipping/Handling (describe any and all fees the District may incur. Fuel surcharges and minimum orders are prohibited under this contract. A separate sheet may be attached with shipping policy details): _____

Return Policy: _____

Percentage of Catalog/Price List that are In Stock Items: _____

Square footage and approximate inventory value of nearest warehousing facility: _____

Does your firm have a store local to the Phoenix Metro area? Yes No

If yes provide address: _____

Discount offered off shelf price for in-store shopping (a zero percent discount is acceptable): _____%

Does the catalog discount(s) apply to the prices listed on your website or are the prices already discounted? _____

PRICE SHEET

Firm: _____

Market Basket: *The specific items listed on the “Price Sheets” are only a portion of what will be purchased and are listed for evaluation purposes. Bidder shall enter the discounted price for all items listed. The discounted price should reflect the percentage discount offered. In addition, the discount offered shall be applied to like items in each category, not listed. If price lists offered have multiple pricing columns, indicate which column is applicable. If bidding an alternate manufacturer, provide specification sheets and/or catalog page numbers for evaluation purposes. **BIDDERS ARE NOT REQUIRED TO RESPOND TO ALL ITEMS OR CATEGORIES TO BE CONSIDERED FOR AWARD UNDER THIS CONTRACT.***

Repair Parts and Supplies

<i>Description</i>	<i>Manufacturer</i>	<i>Stock No./Manufacturer</i>	<i>List Price</i>	<i>Catalog Disc %</i>	<i>Discounted Price</i>	<i>In Stock Item?</i>
Reeds						
Clarinet, Strength 2.5, 25/bx	Rico or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Clarinet, Strength 3, 10/bx	Vandoren or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Alto Saxophone, Strength 2.5, 10/bx	Hemke or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Oboe Reeds, Strength Med Soft Wood, 10/bx	Marlin Leshner or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Strings						
Violin Strings, A String, Size 3/4	Super Sensitive Red Label or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Viola Strings, A String, 14” Intermediate	Super Sensitive Red Label or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Cello Strings, A String, Size 4/4	Super Sensitive Red Label or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Violin Strings, E String, Size 4/4	Thomastik “Dominant” or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Viola Strings, C String, Size 15”	Thomastik “Dominant” or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Cello Strings, Set (A, D, G) Size 4/4	Thomastik “Dominant” or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Bass Rosin	Pop’s or approved equal					<input type="checkbox"/> Yes <input type="checkbox"/> No
Woodblock Rosin for Violin , Viola and Cello – Light	D’Addario or approved equal					<input type="checkbox"/> Yes <input type="checkbox"/> No
Endpin Stop	Xeros or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No

PRICE SHEET

<i>Description</i>	<i>Manufacturer</i>	<i>Stock No./Manufacturer</i>	<i>List Price</i>	<i>Catalog Disc %</i>	<i>Discounted Price</i>	<i>In Stock Item?</i>
Shoulder Rest for 4/4 Violin / Viola - Black	Everest or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Shoulder Rest	Zaret or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Instrument Cleaner and Polish Kit	Shar Music #1136 or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Fitted Bridge	Aubert or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Black 2 Prong String Adjuster for 4/4 Violin						<input type="checkbox"/> Yes <input type="checkbox"/> No
Violin Carbon Fiber Tailpiece Size 4/4						<input type="checkbox"/> Yes <input type="checkbox"/> No
Peg Drops ½ oz Bottle						<input type="checkbox"/> Yes <input type="checkbox"/> No
Peg Compound	Hill or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Woodwind</i>						
Clarinet Mouthpiece, Plastic #3 Medium	Selmer Goldentone or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Alto Saxophone Mouthpiece, Plastic #3 Medium	Selmer Goldentone or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Clarinet Ligature, Standard Metal						<input type="checkbox"/> Yes <input type="checkbox"/> No
Alto Saxophone Ligature, Standard Metal						<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Guitar</i>						
Classical Nylon Guitar String Set – 3 Pack	Pro Arte or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Deluxe Guitar Footstool with Single T-Bar Height Adjustment	FretRest or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Standard Guitar Pick, .50MM – Pack of 12	Dunlop Torex or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No

PRICE SHEET

<i>Description</i>	<i>Manufacturer</i>	<i>Stock No./Manufacturer</i>	<i>List Price</i>	<i>Catalog Disc %</i>	<i>Discounted Price</i>	<i>In Stock Item?</i>
Miscellaneous						
Metal Flute Cleaning Rod						<input type="checkbox"/> Yes <input type="checkbox"/> No
Mouth Piece Cleaner	Mi-T Mist or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Cork Grease, .20 oz Tube						<input type="checkbox"/> Yes <input type="checkbox"/> No
Clarinet Swabs, Handkerchief						<input type="checkbox"/> Yes <input type="checkbox"/> No
Valve Oil, 2 oz Bottle						<input type="checkbox"/> Yes <input type="checkbox"/> No
Trombone Slide Lubricant	Trombontine or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Discount Percentage Off Catalog Price for Other Repair Parts and Supplies Not Specifically Listed	%					

Method Books

<i>Title</i>	<i>Author/Publisher</i>	<i>Stock No./Manufacturer</i>	<i>Publisher's Retail Price</i>	<i>Catalog Disc%</i>	<i>Discounted Price</i>	<i>In Stock Item?</i>
Accent on Achievement – Book 1	O'Reilly and Williams / Alfred Publishing					<input type="checkbox"/> Yes <input type="checkbox"/> No
Foundations for Superior Performance	Williams and King / Kjos					<input type="checkbox"/> Yes <input type="checkbox"/> No
Suzuki Guitar School Vol. 1	Alfred Publishing Co					<input type="checkbox"/> Yes <input type="checkbox"/> No
Alfred's Basic Guitar Method 1	Manus & Manus / Alfred Publishing Co					<input type="checkbox"/> Yes <input type="checkbox"/> No
Alfred's Basic Guitar Theory 1	Manus & Manus / Alfred Publishing Co					<input type="checkbox"/> Yes <input type="checkbox"/> No
Strictly Strings Book 1	Dillon & Kjelland / Alfred Publishing Co					<input type="checkbox"/> Yes <input type="checkbox"/> No
Advanced Technique for Strings	Allen, Gillespie, Hayes / Hal Leonard					<input type="checkbox"/> Yes <input type="checkbox"/> No
Essential Elements 2000 for Strings	Allen, Gillespie, and Hayes / Hal Leonard					<input type="checkbox"/> Yes <input type="checkbox"/> No
Essential Elements 2000 for Band	Lautzenheiser / Hal Leonard					<input type="checkbox"/> Yes <input type="checkbox"/> No

PRICE SHEET

<i>Title</i>	<i>Author/Publisher</i>	<i>Stock No./Manufacturer</i>	<i>Publisher's Retail Price</i>	<i>Catalog Disc%</i>	<i>Discounted Price</i>	<i>In Stock Item?</i>
Discount Percentage Off Catalog Price for Other Method Books Not Specifically Listed (add attachment if multiple discount structure)	%					

Concert Selections

<i>Description</i>	<i>Author / Publisher</i>	<i>Stock No./Manufacturer</i>	<i>Publisher's Retail Price</i>	<i>Catalog Disc%</i>	<i>Discounted Price</i>	<i>In Stock Item?</i>
<i>Band</i>						
Hottibt Dance	Len Orcino / Barnhouse Publications					<input type="checkbox"/> Yes <input type="checkbox"/> No
More Games	Barry Kopetz / Hal Leonard					<input type="checkbox"/> Yes <input type="checkbox"/> No
Praeludium	Grieg & Lopez / Belwin Publications					<input type="checkbox"/> Yes <input type="checkbox"/> No
Voices of the Sky	Samuel Hazo / Hal Leonard					<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Orchestra</i>						
Fantasia on a Theme From Thailand	Richard Meyer / Alfred Publishing Co					<input type="checkbox"/> Yes <input type="checkbox"/> No
Plink, Plank, Plunk	Leroy Anderson / Alfred Publishing Co Belwin Div					<input type="checkbox"/> Yes <input type="checkbox"/> No
Viva La Vida Coldplay	Arr by Moore / Hal Leonard					<input type="checkbox"/> Yes <input type="checkbox"/> No
Hero's Journey	Soon Hee Newbold / FJH Music Co					<input type="checkbox"/> Yes <input type="checkbox"/> No
Brandenburg Concerto No. 3	JS Bach, arr. Isaac / Alfred Publishing Co					<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Choir</i>						
Sing Now with Joy	Henry Purcell, arr. Audrey Snyder / Hall Leonard					<input type="checkbox"/> Yes <input type="checkbox"/> No
Come Ye Ladies and Lairds (SAB Choir with Recorder and Guitar Parts, Various Percussion)	Dan Davidson / Walton Music					<input type="checkbox"/> Yes <input type="checkbox"/> No
Frosty the Snowman 2 Part	Alfred Publishing Co					<input type="checkbox"/> Yes <input type="checkbox"/> No

PRICE SHEET

<i>Description</i>	<i>Author / Publisher</i>	<i>Stock No./Manufacturer</i>	<i>Publisher's Retail Price</i>	<i>Catalog Disc%</i>	<i>Discounted Price</i>	<i>In Stock Item?</i>
Ding Dong, Merrily on High	Arr. Ruth Unterseher / Oxford University Press					<input type="checkbox"/> Yes <input type="checkbox"/> No
Wayfarin' Stranger	Arr. Reginald Unterseher / Oxford University Press					<input type="checkbox"/> Yes <input type="checkbox"/> No
Ain't No Mountain High Enough with CD Accompaniment	Arr. Roger Emerson / Hal Leonard					<input type="checkbox"/> Yes <input type="checkbox"/> No
Discount Percentage Off Catalog Price for Other Concert Selections Not Specifically Listed	%					

General Music

<i>Description</i>	<i>Manufacturer</i>	<i>Stock No. / Manufacturer</i>	<i>List Price</i>	<i>Catalog Disc %</i>	<i>Discounted Price</i>	<i>In Stock Item?</i>
Soprano Xylophone Diatonic C-A	Sonor Rosewood or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Flexible Rubber pins for Orff Instrument Repair	Sonor or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Orff-Rhyme Books – 2 nd Rhyme Around	DeLilles & Kriske					<input type="checkbox"/> Yes <input type="checkbox"/> No
Kodaly – An American Methodology: An Approach to Literacy	Eisen/Robertson					<input type="checkbox"/> Yes <input type="checkbox"/> No
World Music Drumming By Will Schmid	Hal Leonard					<input type="checkbox"/> Yes <input type="checkbox"/> No
Soprano Recorder with English Fingering	Yamaha 20 Series or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
25 Chromatic Melody Bell Set with Case	CB700 or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Rythmically Moving CDs	Weikart or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Hand Sign Ladder	Kodaly or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Meet the Instruments Posters	Bomar or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Hemmed Scarves, 36" – Set of 12	West Music #540054 WM27S or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No

PRICE SHEET

<i>Description</i>	<i>Manufacturer</i>	<i>Stock No. / Manufacturer</i>	<i>List Price</i>	<i>Catalog Disc %</i>	<i>Discounted Price</i>	<i>In Stock Item?</i>
Kit: Hats! A Musical that Celebrates What's Underneath by John Jacobson – Teacher and Singer Addition, Performance / Accompaniment CD and Classroom Kit						<input type="checkbox"/> Yes <input type="checkbox"/> No
Discount Percentage Off Catalog Price for Other General Music Supplies Not Specifically Listed	%					

Instruments and Equipment

<i>Description</i>	<i>Manufacturer</i>	<i>Stock No./Manufacturer</i>	<i>List Price</i>	<i>Catalog Disc %</i>	<i>Discounted Price</i>	<i>In Stock Item?</i>
¾ size Classical Guitar Starter Pack, Nylon String	Ibanez IJC30 Jam Pack or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Classical Guitar Case	Musicians Gear Deluxe in Black #540947001 or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Student Bb Cornet, Silver	Getzen 381S or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Student Flute	Jupiter 507S or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
½ Size Thermoplastic Shaped Violin Case						<input type="checkbox"/> Yes <input type="checkbox"/> No
4/4 Cello	Franz Hoffman Amadeus Model or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Music Stand Storage Cart	Hamilton KB100 or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Music Stand 6 pack	Manhasset or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
13" Viola	Franz Hoffman Prelude or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
14" Concert Viola	Franz Hoffman SH500VT 165 or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
14" Viola with Helicore Strings and Brazilwood Bow	Franz Hoffman Maestro SA2S1 or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No

PRICE SHEET

<i>Description</i>	<i>Manufacturer</i>	<i>Stock No./Manufacturer</i>	<i>List Price</i>	<i>Catalog Disc %</i>	<i>Discounted Price</i>	<i>In Stock Item?</i>
4/4 Size Violin	Franz Hoffman SVB2WHZ or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
10'9" x 13'2" Rug, Note Worthy Elementary Version	Joy Carpets Noteworthy G or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
88 Key Electric Stage Piano	Roland 300NX or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Cello Rack, 4 Unit, Natural Finish	Wenger 148H001.1 or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Bass Rack, 3 Unit, Natural Finish	Wenger 148H003.1 or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Guitar Stand	FretRest #HT1010 or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Tubular Guitar Stand 3 Pack	On-Stage Stands or approved equivalent					<input type="checkbox"/> Yes <input type="checkbox"/> No
Discount Percentage Off Catalog Price for Other Instruments and Equipment Not Specifically Listed	%					

REFERENCES

List a minimum of three (3) references for present and former clients similar to the Tempe School District No. 3 using similar types of services. References from school district or other governmental entities are preferred. Do not include Tempe School District No. 3 or Public Entities identified herein as a reference.

****This form may be duplicated for subcontractor references***

Firm: _____

Contact Name: _____

Phone: _____ E-mail: _____

Commodities Purchased: _____

Firm: _____

Contact Name: _____

Phone: _____ E-mail: _____

Commodities Purchased: _____

Firm: _____

Contact Name: _____

Phone: _____ E-mail: _____

Commodities Purchased: _____

Firm: _____

Contact Name: _____

Phone: _____ E-mail: _____

Commodities Purchased: _____

OFFER AND ACCEPTANCE

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

Email: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465 et. Seq.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror 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. §§ 35-391 and 35-393, the offeror does not have scrutinized business operations in Sudan or Iran.
7. In accordance with A.R.S. §§ 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.
8. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
9. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials, services or construction as indicated by the attached Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the Tempe Elementary School District No. 3.

This contract is for: **Instructional Aids - Music**

This contract shall henceforth be referred to as **Contract No. 13-07-17**. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives an executed purchase order from Tempe School District No. 3.

Awarded this _____ day of _____ 20_____

Elizabeth Yeskey, Chief Financial Officer

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <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"/> Exempt payee	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

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

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.