

GLENDALE ELEMENTARY SCHOOL DISTRICT #40

VERIFICATION OF RECEIPT OF SOLICITATION

Professional Development Books and Other Related Material
15.16.002

NOTICE

Complete and **return this page (only)** to verify receipt of Solicitation

Please print or type:

Company Name _____

Company Representative _____

Phone _____

Fax _____

E-Mail Address _____

FAX COVER SHEET IMMEDIATELY TO (623) 237-6295

OR

E-MAIL COVER SHEET TO: rcastner@gesd40.org

Note: This cover sheet may be faxed or e-mailed. The Solicitation response must be mailed or hand-delivered in a sealed envelope as per the instructions contained within the Solicitation.

If this form is not completed and returned to GESD, it is the company's responsibility to verify the issuance of any amendments prior to the Solicitation due date.

**GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40
NOTICE OF INVITATION FOR BID
IFB # 15.16.002**

Material and/or Service: **15.16.002
Professional Development Books and Other Related Material**

Bid DUE DATE: April 8, 2015 Time: 2:00 p.m. Local Time

Opening Location: Glendale Elementary School District No. 40
7015 West Maryland Avenue Bldg. C
Glendale, AZ 85303

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Bids for the material or services specified will be received by the Glendale 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 pricing submitted shall be publicly read and recorded. All other information contained in the Bid shall remain confidential until award is made. **If you need directions to our office**, please call 623-237-6286.

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

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

All questions regarding this Invitation for Bid may be sent via e-mail or fax to the Contract Specialist listed below.

This Bid is being done by the Glendale Elementary School District as a member of the Greater Phoenix Purchasing Consortium of Schools "GPPCS". While this Bid is for the Glendale Elementary School District, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Members of "GPPCS", 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, recognizing potential equipment, logistical and capacity limitations by Offeror may limit "piggybacking" of this award. Individual school districts/public entities would negotiate service with successful Offerors using the proposal pricing specified herein. No volume is implied or guaranteed.

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

Regina Castner-Corwin
Contract Specialist
(623) 237-6283 6283 Phone
(623) 237-6295 Fax
rcastner@gesd40.org

Date

COOPERATIVE PURCHASING

This solicitation is being done by the Glendale Elementary School District as a member of the Greater Phoenix Purchasing Consortium of Schools (GPPCS) 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 school district must have entered into a cooperative purchasing agreement with the consortium as required by School District Procurement Rule A.A.C. R7-2-1191. No volume is implied or guaranteed.

Below is a list of current member districts in the Consortium who potentially may wish to utilize this contract. Other school districts in and around the Maricopa County may be added during the term of the contract by GPPCS with the approval of the lead district and the contract offeror. The estimated volume of purchases by other districts within GPPCS have been taken into consideration by the lead district and all other school districts that are not members of the GPPCS are prohibited from using the contract.

Greater Phoenix Purchasing Consortium of Schools

Current School District Members

1. Agua Fria Union High School District No. #216
2. Alhambra Elementary School District #68
3. Apache Junction Unified School District #43
4. Avondale Elementary School District #44
5. Balsz Elementary School District #31
6. Buckeye Elementary School District #33
7. Buckeye Union High School District #201
8. Cartwright Elementary School District #83
9. Casa Grande Elementary School District #4
10. Casa Grande Union High School District #82
11. Cave Creek Unified School District #93
12. Chandler Unified School District #80
13. Coolidge Unified School District #21
14. Creighton Elementary School District #14
15. Deer Valley Unified School District #97
16. Dysart Unified School District #89
17. East Valley Institute of Technology
18. Florence Unified School District #1
19. Fountain Hills Unified School District #98
20. Fowler Elementary School District #45
21. Gilbert Unified School District #41
22. Glendale Elementary School District #40
23. Glendale Union High School District #205
24. Higley Unified School District #60
25. Isaac Elementary School District #5
26. J.O. Combs Unified School District #44
27. Kyrene Elementary School District #28
28. Laveen Elementary School District #59
29. Liberty Elementary School District #25
30. Litchfield Elementary School District #79
31. Littleton Elementary School District #65
32. Madison Elementary School District
33. Maricopa County Regional School District #509
34. Maricopa Unified School District #20
35. Mesa Unified School District #4
36. Murphy Elementary School District #21
37. Nadaburg School District #81
38. Osborn Elementary School District #8
39. Palo Verde Elementary School District #49
40. Paradise Valley Unified School District #69
41. Pendergast Elementary School District #92
42. Peoria Unified School District
43. Phoenix Elementary School District #1
44. Phoenix Union High School District #210
45. Queen Creek Unified School District #95
46. Riverside Elementary School District #2
47. Roosevelt Elementary School District #66
48. Saddle Mountain Unified School District #48
49. Scottsdale Unified School District #48
50. Stanfield Elementary School District #24
51. Tempe Elementary School District #3
52. Tempe Union High School District #213
53. Tolleson Elementary School District #17
54. Tolleson Union High School District #214
55. Union Elementary School District #62
56. Washington Elementary School District #6
57. West-MEC District #402
58. Wickenburg Unified School District #9
59. Wilson Elementary School District #7

Charter School Members

60. Horizon Community Learning Center

Survey Information

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

DISTRICT	ESTIMATED ANNUAL USAGE
Apache Junction Unified School District	\$15,000
Chandler Unified School District	\$50,000
Deer Valley Unified School District	\$50,000
Fowler Elementary School District	\$40,000
Gilbert Public Schools	\$200,000
Glendale Elementary School District	\$80,000
Pendergast School District	\$30,000
Peoria Unified School District	\$150,000
Tolleson Elementary School District	\$5,000
Union Elementary School District	\$5,000
Washington Elementary School District	\$100,000
TOTAL	\$545,000

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DOCUMENTS REFERENCED:

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

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

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:
http://azsos.gov/public_services/Title_07/7-02.htm#Article_10

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

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Proposal.
- B. **“Contract Amendment”** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
- C. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- D. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- E. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- F. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- G. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid 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 Bidder shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Bid and not be opened until after the Bid due date and time.
- D. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Bid 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. A Bidder may not rely on verbal responses to inquiries.
- F. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.
- G. **Pre-Bid Conference.** If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. Statements made during a pre-bid conference are not an

amendment to the solicitation. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

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

3. Offer Preparation

- A. Forms. Unless otherwise instructed in the IFB Special Instructions, a Bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections. The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.
- D. Exceptions to Terms and Conditions. All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder 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 Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- E. Subcontracts. Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.
- F. Cost of Bid Preparation. The District will not reimburse any Bidder the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Bid.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Bidders 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 Bid. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Bidders do not indicate taxes on a separate item in the Bid, the School District/Public Entity will conclude that the price(s) bid includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Bidder.
- K. Disclosure. If the Firm, business, or person submitting this Bid 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 Bidder must fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Amendments
 2. Special Instructions, Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Scope of Work/Specifications;
 5. Attachments;
 6. Exhibits;
 7. Uniform Instructions to Bidders
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer

- A. Sealed Envelope or Package. Each Bid shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Bid and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of bids is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the RFP. Unless otherwise instructed, a facsimile or electronically submitted Bid shall be rejected.
- C. Bid Amendment or Withdrawal. A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdraw is received before the Bid due date and time at the location designated in the Invitation for Bid. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under R7-2-1028.
- D. Public Record. Under applicable law, all Bids submitted and opened are public records and must be retained by the School District/Public Entity. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by the School District/Public Entity, pursuant to R7-2-1006. If an Bidder believes that information in its Bid contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Bidder certifies that:
1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Bid for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
 3. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

4. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

5. Additional Bid Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- C. Late Bids, Modifications or Withdrawals. A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).
- D. Disqualification. A Bid from a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Bid Acceptance Period. A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).
- F. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Bids or portions thereof; or
 3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.
- B. Contract Commencement. A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by the District/Public Entity authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Bid and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

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

- A. Protest shall include:
 - 1. The name, addresses, and telephone number of the interested party
 - 2. The signature of the interested party or the interested party's representative;
 - 3. Identification of the purchasing agency and the Solicitation or Contract number;
 - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 5. The form of relief requested.
- B. The interested party shall supply promptly any other information requested by the district representative.
- C. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- D. In cases other than those covered in section C of the section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
- E. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

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

3. **Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
 - 1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Bid and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

4. **Contract Changes**

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

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

5. Risk and Liability

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

6. Warranties

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

7. School District/Public Entity's Contractual Remedies

- A. Right to Assurance. If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 - 1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be

specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default.

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

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

9. Contract Claims

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

10. Cooperative Purchasing

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Greater Phoenix Purchasing Consortium of Schools “GPPCS” is a group of schools/public entities who 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.

- A. An eligible School District/Public Entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other Offeror 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 Contracts are in accordance with terms and prices established in the Consortium Contract.
 2. Make timely payment to the Consortium Contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract. 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.
 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.

11. Gift Policy

The Greater Phoenix Purchasing Consortium of Schools (GPPCS) will accept no gifts, gratuities or advertising products from Offerors. The GPPCS has adopted a zero tolerance policy concerning Offeror gifts. Members of the GPPCS may

request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

12. Integrity of Bid

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

13. 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.

14. 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.

15. Terrorism Country Divestments

Per A.R.S. 35-392, the District/Public Entity is prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, Contractor warrants compliance with the Export Administration Act.

16. Fingerprint Clearance Cards

In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy. Contractors, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

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

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. Federal Requirements

Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-

Kickback” Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, contractor must submit weekly payroll records to the member. Contractor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with Federal grant monies, contractor additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state and local governments (24 CFR, Part 85, subpart 36 – procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights; and applicable standards, orders or requirements issued under: Section 306 of the Clean Air Act; Section 508 of the Clean Water Act; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.

All federally assisted contracts that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the contractor. In projects that are not federally funded, Offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this Solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

If Federal grant monies are spent under this contract, Contractor may be asked to provide additional information, disclosures and/or certification in compliance with Federal regulations. This additional documentation may pertain to, but is not limited to, the following: federal lobbying (Section 319 of Public Law 101-121), international shipping, Clean Air Act, Clean Water Act, and debarment / suspension status.

17. Clarifications

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

18. Confidential/Proprietary Information

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

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

Public Record: All Bids submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official at 7015 W Maryland Ave, Bldg C, Glendale AZ by appointment.

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

1. District Representative

In accordance with A.A.C. R7-2-1042(A.1.s), and the “Uniform Instructions To Offerors”, the District Representative is Regina Castner-Corwin, Contract Specialist.

2. Purpose

The Purpose of this Invitation for Bid (IFB) is to enter into a contract(s) for Professional Development Books and Other Related Material such as DVD’s and interactive CD-ROM’s for the Glendale Elementary School District and GPPCS members. Discounts shall cover all items in your catalog.

3. Insurance

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

Successful Offeror shall be required to submit proof of and maintain the following insurance requirements:

General Liability	
General Aggregate	\$2,000,000
Personal & Advertising Injury	\$500,000
Products-Comp Op Aggregate	\$2,000,000
Each Occurrence	\$500,000
Automobile Liability	\$1,000,000
Worker’s Compensation	As Required by State Law

Successful Offeror’s insurance policy shall name Glendale Elementary School District as an additional insured party.

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

4. Affordable Care Act

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

5. Licenses

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

6. Safety

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

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

7. Fingerprint Requirements

Fingerprint clearance cards will not be required for this contract.

8. Terms of Award

Per A.A.C. R7-2-1042(A.3.b), it is the intent of the District to award a multi-term contract, beginning July 1, 2015, and continuing until June 30, 2016. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

The estimated requirements cover the period of the contract and are reasonable and continuing. The use of the subsequent multi-term contract will serve the best interests of the school district by encouraging effective competition or otherwise promoting economies of scale in school district procurement.

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor may only be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the materials or services delivered under the contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

9. Contract Award

Per A.A.C. R7-2-1042(A)(1)(c), the District reserves the right to make a multiple award to more than one Offeror. Contracts will be awarded INCREMENTALLY, that such award is necessary due to the historic need for a number of providers to meet the various needs of the District and members of GPPCS Consortium. The basis for determining whether to award multiple contracts will be whether or not a single vendor can provide the most competitive pricing for a broad range of products and publications. A multiple award shall be limited to the least number of contracts the District determines to be necessary to meet the requirements/demands of this bid and is expected to be awarded to approximately 10 vendors. This will allow for a more comprehensive selection of professional development material which would not be available exclusively through one vendor. Offerors are not required to Bid on all items specified in this Solicitation. Offerors who provide an "All or Nothing" Bid will be deemed non-responsive.

The criteria for selecting Offerors for multiple contracts will be based on the overall score and rank of the awarded vendor for the needed product(s). If a vendor is unable to meet delivery schedules or fill order requests or if the vendor is unable to provide pricing to meet budget requirements, the district will request pricing from the next highest ranked vendor for the products needed and so on until the desired quantities are filled and a Purchase Order is processed.

The District reserves the right to compare the pricing submitted by the highest ranked vendor awarded to other vendors awarded the contract to ensure each purchase is awarded to the most advantageous vendor.

10. Award Basis

Per A.A.C. R7-201024 (B.1.e) and R7-2-1024(B.1.h), successful responsive and responsible Offerors will be determined by ability to provide the items requested, pricing of the items, terms for freight on small orders; and use of procurement cards. The market basket total and the ability to fill the entire market basket will also be an evaluation factor for award of this Bid.

- a. The discount for each market basket category will not change over the life of the contract.
- b. Pricing is based on the user ordering by purchase order, procurement card, or on-line.
- c. A value added service would be free shipping on all orders, or orders over a certain dollar value determined by the Offeror.

In accordance with A.A.C. R7-2-1024(B.1.c) the District *shall* consider partial bids for award of a contract under this Solicitation.

12. Evaluation

Per A.A.C. R7-2-1031, the District shall evaluate all Bids and award a contract to the apparent lowest responsive and responsible Bidder(s). Price shall not be the sole factor in making Bid award, and Bidders should not anticipate that the lowest priced item or service will be awarded in all instances. Responsiveness to the solicitation and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of the District and their decision shall be final.

Other factors to be considered in making the award include but are not limited to: conformity with specifications, support available from bidder representative, reliability of Bidder, satisfaction of Bidder's previous service, time for delivery, user need and adherence in providing information as requested in this Invitation for Bid.

All Bids shall be open for public inspection after award of contract, except to the extent the Bidder designates, and the District concurs, that trade secrets or other proprietary data contained in the Bid documents remain confidential in accordance with A.A.C R7-2-1006 and R7-2-1016.

13. Discount Off Catalog

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

14. Market Basket

A Market Basket will be used to represent and cover various areas of typical Professional Development items.

15. Product Delivery

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

16. Guarantees By the Successful Bidder(s)

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

17. Minimum

The volume of value of purchase under the resultant contract(s) is unknown. The District shall not be bound to purchase a minimum quantity during the contract period. The quantities listed are an estimated amount based upon 2014/2015 documented usage. The District reserves the right to increase or decrease any estimated quantities.

18. Non-Exclusive Contract

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

19. Bidder Responsibility

The successful Bidder shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Bidder shall make good any such damage, injury or loss caused

by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

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

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

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

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

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

20. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1024(B.1.k), Bidder shall acknowledge receipt of all amendments submitting a copy of the amendment with their proposal response.

21. Bidder Required Contract/Agreement

If your company will require the District to sign a contract or agreement for this service, a copy of that contract/agreement must accompany your Bid response.

22. Delivery of Services

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

23. Local Representative

Bidder **should** have a LOCAL field representative available at all times during the contract period.

24. Authority

This Solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration of any resulting contract may be made without the express written approval of the District 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.

25. Integrity of Bid

By signing this Bid, the Bidder affirms that the Bidder has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District, or per A.A.C. R7-2-1024(B.1.q) bidder has not engaged in collusion or anti-competitive practices in

connection with the submitted Bid. Failure to sign the Bid, or signing it with a false statement, shall void the submitted Bid or any resulting contract.

26. Billing

All billing notices must be sent to each District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed and reference the Purchase Order number. Any purchase order issued by the Glendale Elementary School District will refer to the IFB number of this Bid.

27. Price Clause

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

Price reductions may be offered by submitting a request in writing to the District for consideration at any time during the contract period. The District at its own discretion may accept a price reduction. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. After initial contract term and prior to any contract renewal, the Glendale Elementary School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. All price adjustments will be effective upon acceptance of the Glendale Elementary School District.

28. Fuel Surcharges

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

29. Brand Name or Equal

Per A.A.C. R7-2-1024(B.1.g) any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other bidders but are intended to approximate the quality design or performance which is desired. Any Bid which proposes like quality, design or performance will be considered. If the description of your Bid differs in any way, you must give complete detailed description of your Bid including pictures and literature where applicable.

30. Descriptive Literature

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

31. Deviations to Bid

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

32. Procurement Methods

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

BID REQUIREMENTS

One (1) original copy of your bid shall be submitted. The Glendale Elementary School District will not assume responsibility for any costs related to the preparation or submission of the bid. In order for your bid to be considered, the following should be included in the order indicated.

Bid Cost Form (page 25-29). Complete the attached Bid Cost Form as per the instructions stated on the form.

Offer and Acceptance Form (page 30). Complete and **sign** the attached Offer and Acceptance Form as per the instructions stated on the form.

Confidential / Proprietary Submittal Form (page 31). Complete and **sign** the attached Confidential / Proprietary Submittal Form as per the instructions stated on the form.

Deviations and Exceptions Form (page 32). Complete and **sign** the attached Deviations and exceptions Form as per the instructions stated on the form.

Signed I.R.S. W-9 Form, Request for Taxpayer I.D. Number (page 33). Complete and **sign** the attached W-9 Form. A copy of this form may also be obtained from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Mailing Label (page 34). Complete and attach the mailing label to the outside of your sealed envelope as per the instructions stated on the form.

BID COST FORM

Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)

Certain members of the GPPCS may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking Offerors to provide a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing.

Will you allow payment of invoices using the Procurement Card? ___ Yes ___ No

Discount for payment within 72 hours using the Procurement Card? _____

Would you be willing to allow other members of the “GPPCS” or “SAVE” to piggy-back and purchase from the contract if awarded through this IFB?*

Yes No

**Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of the GPPCS, to make available to other districts the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.*

BID COST FORM

Vendor Name _____

Section 1. Discount

1. Percent discount off current pricing for all Publishers. _____%
(Do not give a range of discounts. If you have any exceptions list them below.)

2. Exceptions to above discount. (Attach a separate spreadsheet if necessary).

_____ %	_____ %
Name of Publisher	Name of Publisher
_____ %	_____ %
Name of Publisher	Name of Publisher
_____ %	_____ %
Name of Publisher	Name of Publisher

3. If you offer special “member pricing”, state your cost to become a member. \$ _____

Section 2. Shipping

4. Minimum order for free Shipping. \$ _____

5. State shipping charges as a percent _____%

Section 3. Market Basket

A “market basket” of general use items (**for comparison only**) is shown on page 27-29. Current retail price must be filled in on the Market Basket Price Sheet. To evaluate fairly the District will apply the percentage discount listed in Section 1 to determine the lowest price over all. The District has the right to multiple award if it is in the best interest of the District. The District is not restricted to purchasing only the market basket items. These are for evaluation purposes only.

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

Market Basket Cost Form

The following items have been selected to cover various areas of typical Professional Development items. You may bid on one or more items. (In order to be considered responsive you must submit pricing for a multiple number of items listed) A Market Basket will be used to represent and cover various areas of typical Professional Development items.

Please fill in your current retail price for the items listed below

Item #	Title	ISBN	Publisher	Format	Retail Price
1	Advocacy for Gifted Children by: Joan Lewis	9781593633189	Prufrock Press	Paperback	
2	Common Core English Language Arts in a PLC at Work, Grades 3-5 by: Douglas Fisher, Nancy Frey, Cynthia L. Uline	9781936764198	Solution Tree	Paperback	
3	Common Core Standards for Elementary Grades 3-5 Math & English Language Arts: (Understanding the Common Core Standards: Quick-Start Guides) by: Amber Evenson, Monette McIver, Susan Ryan, Amitra Schwols	9781416614661	Association for Supervision & Curriculum Development	Paperback	
4	Crucial Confrontations: Tools for Resolving Broken Promised, Violated Expectations, and Bad Behavior by Kerry Patterson, Joseph Grenny, Ron McMillan, Al Switzler	9780071446525	McGraw-Hill	Paperback	
5	Data-Driven Dialogue: A Facilitator's Guide to Collaborative Inquiry by: Bruce Wellman	9780966502237	MiraVia	Paperback	
6	Exploring Critical Issues in Gifted Education: A Case Studies Approach by: Christine Weber, Cecelia Boswell, Wendy Behrens	9781618210975	Prufrock Press	Paperback	
7	Good Questions for Math Teaching: Why Ask Them and What to Ask, K-6 by Peter Sullivan, Pat Lilburn	9780941355513	Scholastic, Inc.	Paperback	
8	Interventions for All: Phonological Awareness K-2 by: Yvette Zgonc	9781934026809	Staff Development for Educators	Paperback	
9	I've Dibel'd, Now What? By Susan L. Hall	9781593184971	Sopris West	Paperback	

Item #	Title	ISBN	Publisher	Format	Retail Price
10	Language Arts for Gifted Learners: The Practical Strategies Series in Gifted Education by: Lauren Miller, Emily Lubkert	9781593638900	Prufrock Press	Paperback	
11	Leadership and the Art of Struggle: How Great Leaders Grow Through Challenge and Adversity by: Steven Snyder, Bill George	9781609946449	Berrett-Koehler Publishers, Inc.	Paperback	
12	Leading Change in Your School: How to Conquer Myths, Build Commitment, and Get Results	9781416608080	Association for Supervision & Curriculum Development	Paperback	
13	Lemons to Lemonade: Resolving Problems in Meetings, Workshops, and PLCs by: Robert J. Garmston, Diane P. Zimmerman	9781452261010	Sage Publications	Paperback	
14	Mastering the Basic Math Facts in Multiplication and Division: Strategies, Activities & Interventions to Move Students Beyond Memorization	9780325059655	Heinemann	Paperback	
15	Notice & Note: Strategies for Close Reading by: Kylene Beers, Robert E Probst	9780325046938	Heinemann	Paperback	
16	Pyramid Response to Intervention: RTI, Professional Learning Communities, and How to Respond When Kids Don't Learn by: Austin Buffum, Mike Mattos, Chris Weber	9781934009338	Solution Tree	Paperback	
17	Science Strategies for Students with Gifts and Talents: The Practical Strategies Series in Gifted Education by: Michael Matthews	9781593639891	Sourcebooks, Inc.	Paperback	
18	Simplifying Response to Intervention: Four Essential Guiding Principles	9781935543657	Solution Tree	Paperback	
19	Teach Like a Champion: 49 Techniques That Put Students on the Path to College (K-12)	9780470550472	Jossey-Bass	Paperback	

Item #	Title	ISBN	Publisher	Format	Retail Price
20	The 5 Languages of Appreciation in the Workplace: Empowering Organizations by Encouraging People by: Gary D. Chapman, Paul E. White	9780802461766	Northfield Publishing	Paperback	
21	The CAFÉ Book: Engaging All Students in Daily Literary Assessment and Instruction by: Gail Boushey, Joan Moser	9781571107282	Stenhouse	Paperback	
22	The Classroom Management Book by: Harry K. Wong, Rosemary T. Wong, Sarah F. Jondahl, Oretha F. Ferguson	9780976423331	Harry K. Wong Publications	Paperback	
23	The Daily Five: Fostering Literacy in the Elementary Grades Second Edition by Gail Boushey, Joan Moser	9781571109743	Stenhouse	Paperback	
24	The Five Dysfunctions of A Team: A Leadership Fable by: Patrick Lencioni	9780787960759	Jossey-Bass	Hardcover	
25	The Four Keys to Effective Classroom and Behavior Management: Building Community, Motivation, Responsibility, and School Safety by: Richard L. Curwin, Allen N. Mendler	9781932127966	Solution Tree	Hardcover	
26	The Painless, Plan-less Grammar Guide by: Janelle Cameron, Kevin Clark	9780983899006	Innovative Grammar	Paperback	
27	Transforming School Culture: How to Overcome Staff Division by: Anthony Muhammad	9781934009451	Solution Tree	Paperback	
28	Visible Learning for Teachers: Maximizing Impact on Learning by: John Hattie	9780415690157	Taylor & Francis	Paperback	
29	What Great Principals Do Differently: Eighteen Things That Matter Most by: Todd Whitaker	9781596672000	Taylor & Frances	Paperback	

OFFER AND ACCEPTANCE FORM

OFFER

The Undersigned hereby submits the Bid 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 Bid.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Bid, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

E-Mail: _____

Company Name _____

Signature of Person Authorized to Sign Bid

Address _____

Printed Name _____

City _____

State _____

Zip _____

Title _____

CERTIFICATION

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

1. The submission of the Bid did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Signing the Proposal with a false statement shall void the Proposal, 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. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Bid as accepted by the Glendale Elementary School District 40.

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

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives an authorized Purchase Order from Glendale Elementary School District 40.

Awarded this _____ day of _____ 20____

AUTHORIZED SIGNATURE (Glendale Elementary School District)

CONFIDENTIAL / PROPRIETARY SUBMITTAL

- Confidential / Proprietary materials not included.**
- Confidential / Proprietary materials included.** Offerors should identify below any portion of their Offer deemed confidential or proprietary (see Uniform Terms and Conditions, Paragraph 18). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. The District will be the final judge if materials will be accepted as confidential or not. Request to deem the entire Offer or price as confidential will not be a consideration.

Complete description of the material to be considered confidential, including the page number, paragraph and other identifiable information must be outlined below.

The Undersigned hereby acknowledges that any items deemed to be confidential or proprietary are clearly listed on this Form.

Company Name

Authorized Signature

Date

Printed Name & Title

DEVIATIONS AND EXCEPTIONS

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

Exceptions (mark one):

- No Deviations / Exceptions**
- Deviations / Exceptions Taken** (explain in detail - attach additional pages if needed):

The Undersigned hereby acknowledges that any deviations / exceptions to this Solicitation are clearly listed on this Form.

Company Name

Authorized Signature

Date

Printed Name & Title

Form W-9
 (Rev. August 2013)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return) _____

Business name/disregarded entity name, if different from above _____

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.) _____
 City, state, and ZIP code _____

Requester's name and address (optional) _____

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
 [][][] - [][] - [][][][][][]

Employer identification number
 [][] - [][][][][][][][]

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

MAILING LABEL

Cut along the outer border and affix this label to your sealed Bid envelope / package to identify it as a “SEALED BID.” Include the name of the Offeror submitting the Bid where requested.

**** When using an express carrier this label must still be on the outside of the package****

The purchasing department may be reached at the following numbers:

Regina Castner (623) 237-6283
Connie Lataille (623) 237-6281

Offeror Name:

IFB NO: 15.16.002 Professional Development Books and Other Related Material

Due date: April 8, 2015

TIME: 2:00 p.m. Local Time

Deliver to:

**GLENDALE ELEMENTARY SCHOOL DISTRICT
PURCHASING DEPARTMENT ATTN: REGINA CASTNER
7015 WEST MARYLAND AVENUE BLDG C
GLENDALE, AZ 85303**

IFB NO: 15.16.002

SEALED BID - DO NOT OPEN

“NO BID” RESPONSE FORM

15.16.002

Professional Development Books and Other Related Material

If you are not submitting a Proposal for this Solicitation, provide written notification of your decision by completing and returning this form. Indicate below in the appropriate area the reason(s) for your decision and return this page by email to rcastner@gesd40.org or by fax to 623-237-6295 or by mail to the address listed below.

Failure to respond may result in deletion of Offeror’s name from the registered Bidder's list for Glendale Elementary School District.

- We do not offer this product or equivalent.
- We had insufficient time to respond to this Solicitation.
- Remove our name from this list only.
- Our schedule would not permit us to perform.
- We are unable to meet all insurance requirements.
- Other. (Specify below)

Company Name			Signature of Person Authorized to Sign Proposal	
Address			Printed Name	
City	State	Zip	Title	
Phone			Date Signed	
Fax			Email	

Return this completed form to:
Glendale Elementary School District #40
Purchasing Department
7015 W Maryland Ave Bldg. C, Glendale AZ 85303
Phone: 623-237-6283
Fax: 623-237-6295