



CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT #16

2101 E. RIVER ROAD, TUCSON, AZ 85718
(520) 209-7500 (520) 209-7570 FAX www.cfsd16.org

NOTICE OF REQUEST FOR PROPOSAL

Material and/or Service: **SENIOR PORTRAITS**

RFP Number: **23-02-28**

Proposal DUE DATE/TIME: **THURSDAY, MARCH 2, 2023 AT 2:00 P.M. Local Time**

Opening Location: **Catalina Foothills School Unified District Office
Purchasing Department
2101 East River Road
Tucson, AZ 85718**

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. Competitive sealed proposals for the material or services specified will be received by the **Catalina Foothills Unified School District No. 16**, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the proposal will remain confidential until award is made. **If you need directions to our office**, please call 520-209-7500.

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

Proposals must be submitted in a sealed package with the Request for Proposal Number and the Offeror's name and address clearly indicated on the outside of the package. All Proposals must be written legibly in ink or typewritten. Additional instructions for preparing a proposal are provided herein.

Full Proposal documents may be reviewed online at Catalina Foothills Unified School District No. 16 website: www.cfsd16.org to access as follows: select Administrative Services; then Financial Services, and then click on appropriate bid number or via www.azpurchasing.org.

Proposals will be opened publicly on THURSDAY, MARCH 2, 2023, at the District Office, 2101 E. River Road, Tucson, Arizona, at 2:05 P.M. (Local Arizona Time).

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

Questions regarding this Request for Proposal should be in writing and directed to: Carolyn Seivert, Procurement Specialist at cseivert@cfsd16.org. DEADLINE FOR QUESTIONS: TUESDAY, FEBRUARY 7, 2023 AT 10:00 A.M.

Authorization: Signature on file
Lisa Taetle, Director of Finance

January 25, 2023
Date

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DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at <http://www.azleg.state.az.us/arizonarevisedstatutes.asp?Title=33>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at <http://www.azsos.gov/sites/azsos.gov/files/arizona-administrative-procedure-act.pdf>

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at the end of this document

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

DEFINITION OF TERMS

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addenda or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“District”** means the Catalina Foothills Unified School District No. 16 (CFSD) that executes the contract.
- G. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- H. **“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.
- I. **“Offer”** means bid, proposal or quotation.
- J. **“Offeror”** means a vendor who responds to a Solicitation.
- K. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- L. **“Responsible Offeror”** means the offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.
- M. **“Responsive Offeror”** means the offeror who submits a bid that conforms in all material respects to this Invitation for Bid, Instruction to offeror and the Plans and Specifications which are incorporated herein by this reference.
- N. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- O. **“Solicitation Addenda”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- P. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

UNIFORM INSTRUCTIONS TO OFFERORS

1. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time, or as otherwise stated in the solicitation. 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 Addendum. An Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. Offer Preparation

- A. Forms: No Facsimile or Electronic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, electronic or mailgram offer **shall be rejected**.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under

applicable law.

- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted on the Deviations and Exception page in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Employer 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 Cost Form.
- J. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the District will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment,

the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

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

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

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

N. 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 District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The District will make reasonable efforts to secure such funds.

3. Submission of Offer

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

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

C. 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. Sealed Envelope or Package.

D. 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 District shall not unreasonably withhold approval.

E. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the District pursuant to A.A.C. R7-2-1006. If an Offeror believes that information in its Offer should remain confidential or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The District shall make a determination on whether the stamped information is confidential pursuant to the Arizona School District's Procurement Code.

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

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
3. By submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
4. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
5. By submission of this proposal, that Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

4. Additional Proposal Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the District when evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor. No tax shall be levied against labor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.

- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the numbers of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the District reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all offers or portions thereof; or
 - 3. Cancel a solicitation.

5. Award

- A. Number or Types of Awards. Where applicable, the District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the District's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by an authorized School District Representative of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be July 1, 2023.
- D. Final acceptance. The final acceptance will be contingent upon the approval of the Governing Board as required by board policy.

6. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative. A protest of a proposed award or of an award shall be filed with the Procurement Officer, Lisa Taetle, within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;

- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

UNIFORM TERMS & 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 (5) 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 District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor

facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the District for testing and inspection.

- E. Notices. Notices to the Contractor required by this Contract shall be made by the District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the District.

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. §35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Delivery. Unless stated otherwise in the contract, all prices shall be F.O.B destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
 - 1. Payment of Taxes by the District. The District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract/Purchase Order.
 - 2. State and Local Transaction Privilege Taxes. The District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a

current I.R.S. W-9 Form on file with the District.

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

4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the authorized School District Representative.

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. Any contract entered into by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Catalina Foothills Unified School District No.16 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights

of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the District."

- C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the District of materials furnished or work performed under this Contract. The District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the District any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.
- F. Compliance with COVID-19 Requirements and Laws.

1. The Contractor shall comply with all applicable guidelines, requirements, and instructions issued by the District, in addition to those issued by the GOVERNMENT BODY or other government authorities related to COVID -19 in the performance of the Work (“COVID Requirements”).
 2. The Contractor shall ensure that all Contractor Personnel and Subcontractor in the performance of the Work comply with all COVID Requirements.
 - a. Upon request by the District, the Contractor shall provide to the District, sufficient proof of compliance with any COVID Requirements to the reasonable satisfaction of the District.
 3. The Parties must ensure that COVID Requirements are fully incorporated into any applicable health and safety plan for the performance of the Work.
- G. Changes to COVID Requirements. The parties acknowledge that a Force Majeure related to COVID-19 may occur and agree that the following provisions shall apply in addition to section 18.1 of the Agreement:
1. The District recognizes that further changes to COVID Requirements may occur due to the COVID -19 pandemic, and such changes may affect performance. Any unexpected performance issues and/or unexpected delays or changes related to COVID-19 will be handled on a case by case basis and in accordance with the terms of the Agreement, which may include an extension of time to perform its obligations.
 2. If performance of the Work or the operations of either Party will be hindered or delayed by the COVID-19 pandemic emergency, the affected Party shall give notice to the other Party as soon as practicable after becoming aware of the circumstances.
 3. The Parties shall use reasonable efforts and diligence to mitigate and reduce the effect of the circumstances and to minimize delay. Where delay is unavoidable, the Parties shall use their best efforts to adjust Contract Date(s), having due regard to all relevant circumstances. There shall be no adjustment of the Contract Price on account of such delay.
 4. The Contractor shall use all reasonable efforts to mitigate any additional costs or delays related to or arising from COVID Requirements. Upon request from the District, the Contractor will promptly submit a sufficient and detailed description, supported by any documentation as the District may reasonably require, of the measures and steps taken by the Contractor to mitigate any additional costs or delays.
 5. If there is a valid and sufficiently proven increase or decrease in the cost and/or time to perform Work for the Contractor due to changes in COVID Requirements that came into effect after the date a Contract was executed, then such costs and/or time, if reasonable and proper, may be increased or decreased through a Change Order in accordance with the terms of this Agreement.
 6. Despite any other term in this Agreement or a Contract, if the Consultant/vendor/proponent fails to provide sufficient notice or description of additional costs or delays in accordance with the terms of this Agreement, then no extension of time shall be provided to the Contractor and no payment shall be made to the Contractor for any additional expense, cost, or any loss, damages, or compensation incurred or sustained by the Contractor for any reason related to or arising from any changes in COVID Requirements.

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

7. School District's Contractual Remedies

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

B. Stop Work Order.

1. The District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

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

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

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

8. Contract Termination

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

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

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

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

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

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

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

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

F. Termination for Default.

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

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

termination notice.

9. Federal Funding Requirements

- A. Affordable Care Act. The Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by State or Federal law.
- B. Certification of Compliance with Buy America Provisions. (All Food Purchases Only) Federal Procurement of Food 7 CFR 210.21 & 7 CFR 220.16 (d) "Buy American" The Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products "SUBSTANTIALLY" (over 51%) processed in the United States. Exceptions to the Buy American provision should be used as a last resort, an Alternative or exception may be approved upon written request before item is delivered and documentation kept.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

- D. Davis-Bacon Act. When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of \$2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Public Entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Public Entity, Vendor certifies that during the term of an award for all contracts by Public Entity resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

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

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

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

with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

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

- J. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and

steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

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

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

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

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

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

10. Contract Claims

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

11. 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.

12. 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.

13. Terrorism Country Divestments

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

14. Federal Immigration and Nationality Act

By submission of the offer, the Offeror warrants that both they and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees and that they have verified employment eligibility of each employee through the E-Verify program. The District may, at its sole discretion, require evidence of compliance during the evaluation process. Should the District request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

15. Fingerprint Requirements

In accordance with A.R.S. §15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. Alternately, the District may fingerprint those persons or employees. A fingerprint check shall be made in accordance with A.R.S. 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees except those who are not likely to have direct unsupervised contact with students, as determined by the District. All costs associated with verification and any remedies are the sole responsibility of the contractor and any proposed subcontractor.

16. Registered Sex Offender Restriction

Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, pursuant to A.R.S. §13-3821, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

17. Clarifications/Discussions

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

18. Confidential Information

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

19. Prohibition of Reprisals

Catalina Foothills Unified School District No. 16 is committed to complying with Federal requirements related to whistleblower protections.

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

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

SPECIAL TERMS AND CONDITIONS FOR PROPOSALS

1. SPECIFICATIONS

Purpose

It is the intent of Catalina Foothills School District No.16 to obtain a responsive, responsible, qualified vendor to provide SENIOR YEARBOOK PHOTOGRAPHY SERVICES.

Additional Services

The District reserves the right to add related materials and/or services to the contract at any time during the contract period. The District shall contact the awarded vendor(s) for prices prior to adding any materials and/or service, and at Catalina Foothills Unified School District No. 16 sole option, accept the quoted price or purchase elsewhere those materials and/or services.

Delivery

Services must be received within times agreed to by the District and the Offeror. Decisions relative to compliance with contract services and times will be made by the District and shall be final. The items on this contract shall be delivered per the specifications and instructions.

Contract Liaison

The Contract Liaison for any contract awarded under this Request for Proposal will be Lisa Taetle, Director of Finance. The Contract Liaison shall act as the District's contract manager and oversee performance under the contract.

The Contract Liaison may provide the vendor with general guidance as to the contract performance. Changes to an awarded contract shall be effective only upon written approval from the District's Procurement Department.

Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all 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 transportation 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.

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.

2. PROPOSAL QUESTIONS/PRE-CONFERENCE MEETING

The District does not intend on having a pre-conference meeting. Offerors who have questions about this RFP are required to submit their questions in writing to the individual listed below. Responses will be addressed in an addendum to the RFP. All addenda must be acknowledged with the final proposal submission by each vendor. The purpose of the addendum/addenda is to clarify, if necessary, the terms of this Request for Proposal, and to prevent any misunderstanding of the District's intention in this matter. If anyone should have a discrepancy in, or omission from, the general terms and conditions of this Request for Proposal, or if in doubt as to their meaning, such matters should be presented in writing. Phone calls with questions or requests for information regarding the Request for Proposal will not be accepted. Oral statements or instructions will not

constitute an addendum to this Request for Proposal. **Please submit any questions or discrepancies to Carolyn Seivert, Procurement Specialist at cseivert@cfsd16.org.**

Please submit all questions to the District by 10:00 A.M. on Tuesday, February 7, 2023 to allow sufficient time for a response to be posted via addendum. All addenda must be acknowledged as part of vendor's proposal package.

3. ACCEPTANCE OR REJECTION OF PROPOSALS

Catalina Foothills Unified School District No. 16 reserves the right to reject any or all proposals and to waive any informalities in the Proposals received. The award of the Contract, if made by the District, will be made to the responsive and responsible Offeror based on the respective selection committee's evaluation of the information submitted.

4. EVALUATION AND AWARD

The District intends to contract with the qualified firm(s) whose proposal is deemed to be most advantageous to the District. No contract shall be awarded solely on the basis of price. Cost is a factor in selection. However, only those proposals determined to best meet all of the requirements of the Request for Proposal will be given consideration. The District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.

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

Evaluation of proposals will be by a committee comprised of District personnel. The evaluation may consist of two phases. In Phase One, the Evaluation Committee will evaluate, score and rank the responses utilizing the Phase One Criteria listed below. Each numeric ranking will be weighted based on a relative weighting assigned by the Evaluation Committee.

After final scoring of the Phase One Criteria, a short-list and ranking may be created. The short-listed Offerors may proceed into a Phase Two Evaluation. Vendors no longer being considered will be notified by the District in writing. If the District does not proceed into Phase Two Evaluations, the scoring of Phase One shall determine the ranking for contract award recommendation.

The District may conduct formal discussions (interviews) with those Offerors that are selected into the Phase Two portion of the evaluation. Upon the conclusion of Phase Two activities, the District shall re-score the short-listed vendors. Re-scoring shall be based upon the original proposal as well as any additional information obtained during the Phase Two activities. Upon final scoring of the Phase Two activities, a ranking will be established. This ranking will determine the contract award(s).

It is the intention of the District to award a contract effective July 1, 2023 and continuing until June 30, 2024. 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 proposals will be initially evaluated for conforming to the requirements of the RFP.

Phase One Criteria are listed below, in relative order of importance:

1. Personal services offered by named photographer, specialized experience, and references - 30 points
2. Photo quality, ability to offer retakes or refunds, retouching of photos - 30 points
3. Ability to offer multiple settings – on and off site, indoors and outdoors - 15 points
4. Location of studio - 15 points
5. Technical help offered for yearbook staff, peaks – school service (supplies) and any monetary perks (i.e., annual rebate to offset yearbook production costs) - 10 points
6. Sitting fee/costs - 10 points

Responsiveness to this Request for Proposal 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 the District’s decision shall be final.

5. TIMELINES

ACTIVITY	DATE
RFP Release Date	Wednesday, January 25, 2023
Proposal Due Date	Thursday, March 2, 2023 at 2:00 PM
*Proposal Evaluations Completed	Friday, March 10, 2023
*Governing Board Award Date	April 2023

***These dates are estimates only and are subject to change without prior notice.**

2. MULTIPLE AWARDS

A contract under this proposal may be awarded to multiple vendors. The successful Offeror will be determined by evaluation criteria including but not limited to pricing, or other incentives offered. Catalina Foothills Unified School District No. 16 reserves the right to award as many term contracts for the services as may be in the best interest of the District. Award will not be made based on price alone.

The District reserves the right to make a multiple award to more than one supplier at the discretion of the Governing Board. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District.

The District expects to initially contract with the firm who has been determined to be the top ranked firm. If expectations were met, the District would continue with the same firm.

If necessary, the District may contract with the firms of lower rank at any time due to poor performance by the top ranked firm. Reasons may include, untimely or unsatisfactory work, or if it is in the best interest of the District to do so.

6. BILLING

All invoices shall be submitted to the attention of: Accounts Payable, 2101 E. River Road, Tucson, AZ 85718. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Catalina Foothills Unified School District No. 16 will refer to the RFP number of this Proposal.

7. PRICE CLAUSE

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. Include applicable sales taxes in the proposal, and do include departure tax and airline fuel taxes.

After initial contract term and prior to any contract renewal, the Catalina Foothills Unified School District No. 16 will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. Price increases should be submitted by February 1 with an effective date of July 1 to the CFSD Administration.

8. AWARD

It is expected that the award for this contract will be made in April of 2023. The District reserves the right to ask for a best and final offer.

SCOPE OF SERVICES:

The Catalina Foothills Unified School District No. 16 is soliciting proposals from firms qualified to serve as the official senior class yearbook photographer. The first annual contract will commence effective July 1, 2023. This contract can be renewed annually upon mutual agreement by both parties for up to four (4) additional one-year periods.

During the term of this agreement, the District guarantees that the selected firm will be the exclusive photo studio authorized to photograph the senior class of Catalina Foothills High School.

Requirements of Awarded Vendor:

1. There will be no obligation of the student/legal guardian to purchase any pictures. Violation of this stipulations will result in the cancellation of contract.
2. There shall be no sitting fee or any other payment requirement for the student/legal guardian to be photographed for yearbook portraits.
3. Awarded vendor will have a studio within the Tucson metro area.
4. Take photographs of seniors not able to come to the studio before the end of the fourth week of school. Photos to be taken at school location on an agreed upon date and time.
5. Any retakes will be provided free of charge if first proofs are unsatisfactory.

6. It is the responsibility of the student/legal guardian to schedule an appropriate time for pictures. District personnel and awarded vendor will coordinate such activity to give students/legal guardians sufficient time.
7. Awarded vendor will be supplied with guidelines and other deadlines necessary as determined by the yearbook advisor.
8. A list of all materials pertaining to the photographed students will be delivered to the yearbook advisor by a date to be determined later.
9. Provide technical assistance throughout the year regarding senior yearbook photos, photography classes, and school events. Photograph up to five (5) school events as may be necessary for inclusion in the yearbook.
10. Provide school perks such as: purchase full page ad in yearbook; annual rebate to defray cost of the yearbook, payable each year by yearbook deadline; provide annual amount for photo supplies to yearbook staff; provide family perks such as free sittings, portrait vouchers, etc.

SUBMITTAL REQUIREMENTS

Proposals must be submitted in a sealed package with the RFP number and the Offeror's name and address clearly indicated on the outside of the package. All proposals must be written legibly in ink or typewritten.

One (1) "Original" marked and three (3) hard copies of your proposal must be submitted. In addition, include one (1) flash/thumb drive with the "Original" copy, MS Office formatted, in each hard copy proposal. Please do not send an electronic copy in Adobe format. The Catalina Foothills Unified School District No.16 will not assume responsibility for any costs related to the preparation or submission of the Proposal.

Proposal Cost Forms

References

Offer and Acceptance Form

New Vendor Registration Form

Deviation and Exceptions Form

Additional Materials Form

Confidential/Proprietary Submittals Form

Addenda Acknowledgment Form

Non-Collusion Affidavit

Signed I.R.S. W-9 Form

Certificate of Insurance

Section Tabs

Proposals should be divided by tab sections according to items in the index. This will assist the evaluating team in identifying items and information submitted within the proposal.

Cover Letter

Provide a signed letter of interest, stating the Offeror's interest and qualifications in providing Senior Yearbook Photography Services. The letter is required to contain a brief history of the firm and length of time performing services.

Tab 1. A signed letter of interest, stating the Offer's interest in providing the services outlined in the RFP.

Tab 2. Provide a summary of the Offeror's experience, capabilities, qualifications, and resources on similar types and sizes of engagements in each of the areas of concern listed in the RFP.

Tab 3. Completed Offer and Acceptance Form, References, Vendor/New Vendor Form and Cost.

Tab 4. Completed W-9 Form, Confidential/Proprietary Submittals Form, Addenda Acknowledgment Form.

Tab 5. Completed Additional Materials Deviation and Exceptions Form, Non-Collusion Affidavit, Certificate of Insurance and applicable attachments and/or exhibits/samples.

REFERENCES

Private Business or Public Agencies/Educational Institution Contracts:

CFSD requires a **minimum of five (5) current and local references** for which you are providing the same or similar products and services as specified in this Request for Proposal. Please indicate below the businesses/educational institutions for which you have provided **such products/services during the past two (2) years:**

1. Company Name: _____

Address: _____

Phone Number: _____

Email: _____

Contact Person/Title: _____

Contract Period: From: _____ To: _____

Describe Services: _____

2. Company Name: _____

Address: _____

Phone Number: _____

Email: _____

Contact Person/Title: _____

Contract Period: From: _____ To: _____

Describe Services: _____

3. Company Name: _____

Address: _____

Phone Number: _____

Email: _____

Contact Person/Title: _____

Contract Period: From: _____ To: _____

Describe Services: _____

4. Company Name: _____

Address: _____

Phone Number: _____

Email: _____

Contact Person/Title: _____

Contract Period: From: _____ To: _____

Describe Services: _____

5. Company Name: _____

Address: _____

Phone Number: _____

Email: _____

Contact Person/Title: _____

Contract Period: From: _____ To: _____

Describe Services: _____

OFFER AND ACCEPTANCE

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name:

Federal Employer Identification No.

Phone:

Fax:

Tax Rate: _____%

Email:

Company Name: _____ Signature of Person Authorized to Sign Offer: _____

Address: _____ Printed Name: _____

City: _____ State: _____ Zip: _____ Title: _____

CERTIFICATION

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

1. The submission of the Bid did not involve collusion or other anti-competitive practices and bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O), A.A.C. R7-2-1003(J) and A.A.C. R7-2-1042(A.1.1) have occurred.
2. The Bidder shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§41-1461 through 1465.
3. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Bidder warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §41-4401 and A.R.S. §23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. §35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.
6. In Accordance with A.R.S. §35-393, the bidder is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
7. In Accordance with A.R.S. §35-394, the bidder is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors, or suppliers thereof.
8. In accordance with A.R.S. §15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this Bid, 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.
10. 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 OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the school district/public entity.

This contract shall henceforth be referred to as Contract No. 23-02-28

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

Awarded this _____ day of _____ 20_____

AUTHORIZED SIGNATURE _____

NEW VENDOR REGISTRATION FORM

Company Name: _____

dba (doing business as, if applicable):

Company physical address: _____

Company mailing/remit address: _____

CONTACT INFORMATION:

Customer Service

Phone: _____ **Fax:** _____ **Email:** _____

Accounts Receivable

Phone: _____ **Fax:** _____ **Email:** _____

Other: _____

Phone: _____ **Fax:** _____ **Email:** _____

Main Contact Person: _____

Phone/Email Address: _____

Website: _____

Type of Business: _____

PO Email address (if applicable): _____

PO Fax # (if applicable): _____

W9 copy

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see Instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

DEVIATIONS AND EXCEPTIONS FORM

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document. Unallowable or questionable deviations and exceptions may cause your offer to be non-responsive. Deviations and exceptions noted elsewhere in your offer, and not specified on this form, will be considered void and not part of your offer.

Exceptions (check one):

No exceptions. The Undersigned hereby acknowledges that there are ***no deviations/exceptions*** to this solicitation.

Exceptions are taken

Describe exceptions taken (attach additional pages if needed):

Printed Name

Signature

Date

ADDITIONAL MATERIALS FORM

Additional or Supplementary Materials (Check one):

No additional materials have been included with this offer

Additional Materials are included

Describe - attach additional pages if needed:

Printed Name

Signature

Date

CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM

Confidential/Proprietary Submittals (Check one):

No confidential/proprietary materials have been included with this offer

Confidential/Proprietary materials are included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions, paragraph 17). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or to deem any prices and costs as confidential will not be considered.

Identify or describe:

Printed Name

Signature

Date

ADDENDA ACKNOWLEDGEMENT

This page is used to acknowledge any and all addendums that might be issued. Your signature indicates that you took the information provided in the addenda into consideration when providing your complete response.

Please sign and date:

Addenda Acknowledgement

<u>Addendum</u>	<u>Signature</u>	<u>Date</u>
NO. 1	_____	_____
NO. 2	_____	_____
NO. 3	_____	_____
NO. 4	_____	_____
NO. 5	_____	_____
NO. 6	_____	_____

Firm

Authorized Signature

NON-COLLUSION AFFIDAVIT

State of _____)

) ss.

County of _____)

_____, affiant,

(Print Name of Person Authorized to Sign Offer)

the _____

(Title)

(Company Name)

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

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

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

(Signature of Person Authorized to Sign Offer)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____ County of _____

“NO PROPOSAL” RESPONSE FORM
RFP 23-02-28 – Senior Portraits

If you do not wish to proposal on this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason for your decision and return this page. Failure to respond will result in deletion of your name from the District’s vendor listing. This form may be returned to the address listed below, or faxed to 520-209-7571. A “No Proposal” will be considered a response.

I am submitting a “No Proposal” at this time.

I cannot meet the product/service specifications as described in the solicitation due to: _____

I cannot meet the Terms and Conditions of the solicitation because: _____

I no longer wish to do business with Catalina Foothills Unified School District No. 16. Please remove my name from the School District’s Offeror’s List.

Name of Company Proposing	Date Signed		
Authorized Signature/Local Representative	Telephone/Fax Number		
Type Name and Position Held with Company			
Mailing Address	City	State	Zip

Please return this completed form to:

Catalina Foothills Unified School District No. 16
2101 E. River Road
Tucson, AZ 85718
FAX: 520-209-7571