

	NOTICE OF INVITATION FOR BID		Crane School District #13 Purchasing Office 4250 W. 16 th St. Yuma, AZ 85364 928-373-3415 Fax: 928-782-6831
	IFB: C-004-0809 PROJECT: COPY PAPER (WHITE & COLOR)	Page 1 of 35	

Check here and return for - **NO BID**:

☐

Your Company Name: _____

Designated Agency: CRANE ELEMENTARY SCHOOL DISTRICT NO. 13

Material or Service: COPY PAPER (WHITE & COLOR)

Contract Type: FIXED

Contract Period: THROUGH JUNE 30, 2009

Opening Date: **Monday, March 30, 2009 at 2:00 P.M** Mountain Standard Time

Bid Opening Location: DISTRICT OFFICE – GOVERNING BOARD ROOM
4250 W. 16TH STREET, YUMA, AZ 85364

Contact Name: DALE PONDER

Telephone: (928) 373-3415

Fax: (928) 782-6831

E-mail: DPONDER@CRANESCHOOLS.ORG

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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, Proposals for the material or services specified will be received by the **Crane Elementary School District #13**, 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 shall remain confidential until award is made. **If you need directions to our office**, please call **(928) 373-3415**

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

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

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

 Dale Ponder, CPPB Director of Procurement (928) 373-3415 (928) 782-6831 Fax	March 3, 2009 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>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://www.azpurchasing.org/docs/APDM_Procurement_Rules_080607.pdf

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
<http://www.azpurchasing.org/docs/w-9.pdf>

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This solicitation is being done by the Crane Elementary School District #13 as a member of the Yuma Educational Purchasing Association (YEPA) and is acting as lead district. Any contract resulting from this solicitation shall be for the use of its members. In order to participate in any resultant contract, a school district must have entered into a cooperative purchasing agreement with YEPA as required by School District Procurement Rule A.A.C. R7-2-1095. No volume is implied or guaranteed.

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

Yuma Educational Purchasing Association Cooperative Purchase Agreements

Antelope Union High School		Mohawk Valley School District No. 17	
Arizona Western College	✓	Somerton School District No. 11	✓
City of San Luis		Wellton Elementary School District No. 24	
City of Yuma		Yuma County	
Crane Elementary School District No. 13	✓	Yuma Elementary School District No. 1	✓
Gadsden School District No. 32	✓	Yuma Union High School District No. 70	✓

The entities/school districts marked with a check mark (✓) have indicated an interest in the procurement of the desired material or service. The other entities/school districts may wish to utilize this solicitation at a later date.

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UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

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

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

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2. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct 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. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.

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- 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 an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's Preprinted or standard terms will not be considered as a part of any resulting Contract.

Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not

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indicate taxes on a separate item in the Offer, the School District/public entity 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. Special Terms and Conditions;
 2. Uniform General Terms and Conditions;
 3. Statement of Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Offerors; and
 8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. **Submission of Offer**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/public entity shall make a determination on whether the stamped information is confidential pursuant to the School District/public entity's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:

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

5. Evaluation

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

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6. **Award**

- A. Number or Types of Awards. Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/public entity's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature 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 the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

7. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Mike Wicks, Executive Director of Management Services. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer 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.

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UNIFORM GENERAL TERMS AND CONDITIONS

1. Definition of Terms

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

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

2. Contract Interpretation

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- 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 Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
 1. Special Terms and Conditions;
 2. Uniform General Terms and Conditions;
 3. Statement or Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Documents Referenced in the Solicitation;
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the school district/public entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

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- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The school district/public entity shall also have the right to test at its own cost the materials to be supplies under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the school district/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the school district/public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the school district/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the school district/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the school district/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the school district/public entity.

4. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the school district/public entity within thirty (30) days. The Purchase Order number must be referenced on the invoice
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
1. Payment of Taxes by the School District/Public Entity. The school district/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

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2. State and Local Transaction Privilege Taxes. The school district/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the school district/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the school district/public entity.

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

5. Contract Changes

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

6. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the school district/public entity shall be indemnified and held harmless by the Contractor for its

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vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the school district/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the school district/public entity of materials furnished or work performed under this Contract. The school district/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force Majeure occurrence in accordance with this force majeure term and condition. ; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the school district/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

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7. Warranties

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

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8. School District/Public Entity's Contractual Remedies

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

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9. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the school district/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the school district/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The school district/public entity may, by written notice, terminate this Contract, in whole or in part, if the school district/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the school district/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The school district/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The school district/public entity may, by written notice to the Contractor, immediately terminate this Contract if the school district/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The school district/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the school district/public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the school district/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the school district/public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.
 1. In addition to the rights reserved in the Uniform Terms and Conditions, the school district/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the school district/public entity.
3. The school district/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the school district/public entity for any excess costs incurred by the school district/public entity reprocurring the materials or services.

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

10. **Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted there under.

11. **Form of Contract**

It shall be understood by the offeror and the school district that the offer received is a signed agreement to furnish all goods and perform all services, including labor (if any), as stipulated in the documents, upon the award of the bid, the Purchasing Services Department may issue a numbered purchase order (form of contract) which will serve as a Contractual Agreement with the successful offeror.

The two (2) documents (the original offer bearing the signature of the offeror and the school district's signed purchase order) become the forms of Contractual Agreement, agreeing to the performance of all conditions set forth in the invitation for bid, the standard bid instructions standard conditions and special instructions and conditions, including any addenda issued by the solicitation. The purchase order to be issued by the school district may be examined at the Purchasing Services Department.

AWARD

Award will be made to the most responsible proposer/bidder, as will best promote the public interest, taking into consideration the reliability of the proposer/bidder(s), past performance, the quality of services, their conformity with the specifications, the purposes for which required, and the terms of delivery. The District shall be the sole judge in determining the quality of the services quoted. Its decision shall be final.

The District reserves the right to reject any or all proposals/bids or any part thereof, or to accept any proposal/bid or any part thereof, and to waive any informality in any proposal/bid deemed to be in the best interest of the District. No contract exists until a written purchase order is executed.

Conditions and requirements as set forth in the RFP/IFB specifications shall govern and be made a part of all contracts entered into.

After a proposal/bid has been awarded by the Governing Board of Crane Elementary School District, all findings and information considered in determining which proposal/bid

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best conforms to the "Request for Proposal" / "Invitation for Bid" specifications will be made available for public inspection.

CONFIDENTIALITY

Vendors may request, in writing, non-disclosure of confidential data. Non-disclosure of confidential data must be clearly marked and identifiable. Such data shall accompany the proposal/bid and shall be readily separable from the proposal/bid in order to facilitate eventual public inspection of the non-confidential portion of the proposal/bid. The decision as to whether information is confidential and is to remain so, shall be the decision of the Director of Procurement and shall be final.

INSURANCE

Offeror/Bidder agrees to maintain such insurance as will fully protect Offeror/Bidder and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror/Bidder, its employees, or by anyone directly or indirectly engaged or employed by Offeror/Bidder. Offeror/Bidder agrees to maintain such automobile liability insurance as will fully protect Offeror/Bidder 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/Bidder or its employees, while providing services to the District.

Successful offeror/bidder may be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming **Crane School District #13** and Members of the Yuma Educational Purchasing Association "YEPA" as an additional insured party.

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

SAFETY

Offeror/Bidder, 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.

CONTRACTS

Non-performance of contract will give sufficient cause for the District to cancel the contract. Non-performance shall be construed to mean failure of proposer to deliver in the time specified, failure to provide the quality of product specified, or price changes. Cancellation of contract for any reason may result in removal of the successful proposer's/bidder's name from the vendor mailing list for future bids/proposals for one (1) year.

Crane Elementary School District may terminate the contract with fourteen (14) days advance notice if the performance of the vendor fails to provide satisfactory service according to the proposal/bid specification as set forth. Any and all factors influencing such a decision will be documented. The parties are notified that the agreement is subject to cancellation pursuant to A.R.S. 380511.

It is mutually understood and agreed that the successful proposer/bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or the right, title, or interest

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therein, or the power to execute such contract, to any other person, company or corporation without prior written consent of the District.

The service contract resulting from this proposal/bid shall be for one (1) year period, from date of award renewable yearly for up to four (4) additional years. Should the District renew the contract, maximum percent increases shall be as specified in the price schedule.

PAYMENTS

Invoices must be submitted in duplicate and prices and extensions must appear on all copies of invoices.

Payment will be made only after submission of proper invoices as required by the District and within applicable state law.

Payment of any claim shall not preclude the District from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications of this RFP/IFB.

EVALUATION

Evaluation criteria may will be based, but not limited to the following:

1. Conformity to requirements and needs to the school district.
2. Demonstrated experience in the scope of work requested.
3. Clarity of Proposal and Interview if necessary.
4. Accessibility.
5. Service performance and quality.
6. Cost consideration and any other factors that would be advantageous to the District.
7. While cost is a significant factor in considering the placement of award, it is not the only factor. The award will not be based on price alone, nor will it based solely upon the lowest fees submitted.

The District reserves the option to award the contract in the best interest of the District. Only the District is in a position to determine its own best interest and its decision is final.

No late proposals/bids will be accepted. The District reserves the option to accept or reject any or all proposals/bids or any portion thereof, deemed in the best interest of the District and as will best promote the public's interest.

Applicants who desire clarification of the RFP/IFB information or for discrepancies or contradictions contact Mr. Dale Ponder, Director of Procurement, Crane Elementary School District No. 13 at 928-373-3415.

No cost incurred by the Proposer/Bidder in preparing the proposal/bid, or incurred in any other manner in responding to this document may be charged to the District.

All Requests for Proposals/Invitation for Bids will be publicly read and will be available for public inspection after award by the Governing Board.

BILLING

All billing notices must be sent to each district's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued **by Crane Elementary School District #13**, a member of the "YEPA" will refer to the RFB/IFB number of this proposal/bid.

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COOPERATIVE PURCHASING

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. The Yuma Educational Purchasing Association "YEPA" is a group of school districts who have signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by Crane Elementary School District for the benefit of all eligible School Districts identified therein.

GIFT POLICY

The Yuma Educational Purchasing Association (YEPA) will accept no gifts, gratuities or advertising products from vendors. YEPA has adopted a zero tolerance policy concerning vendor gifts. Members of YEPA may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

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 provisions applies to work performed by subcontractors at all tiers.

CONTRACTOR'S EMPLOYMENT ELIGIBILITY

By entering the contract, Contractor warrants compliance with ARS §41-4401. ARS §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.

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.

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SCRUTINIZED BUSINESS OPERATIONS

Per A.R.S. 35-391, the District is prohibited from purchasing from a company with scrutinized business operations in Sudan.

Per A.R.S. 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Iran.

FINGERPRINT AND BACKGROUND CHECKS

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

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

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

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SPECIAL TERMS AND CONDITIONS

EVALUATION SCHEDULE

The offers/bids will be initially evaluated for conforming to the requirements of the RFP/IFB. Offer/Bid sheets must be signed and the non-collusion statement returned. Specification sheets may be required if catalogs are not provided.

TERMS OF AWARD

It is the intent of the District to award this RFP/IFB on an **“all or nothing”** basis through June 30, 2009. However, if it is more advantageous for the District to award based on the specific commodity, this approach could be used. 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.

EVALUATION

Representatives of the District will evaluate the offers/bids and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP/IFB.

Evaluation criteria may include, but not necessarily be limited to (Specific weighing may be used, but will not be required):

Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

BILLING

All billing notices must be sent to each district's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued **by Crane School District #13** or a member of the “YEPA” will refer to the IFB number of this bid.

DELIVERY SCHEDULES

Delivery is an important consideration and may be a factor in determining an award. Offer/Bid should clearly state if delivery terms cannot be met. Vendor must have the capability to deliver the same day as requested. In most case deliveries shall be made in one large delivery at the beginning of the contract period. Additional deliveries may be required as requested. If scheduled delivery is delayed, the district must be contacted and delivery rescheduled. Addresses for each delivery site are provided in this bid.

The awarded vendor must be able to delivery to the delivery locations listed within this bid document.

PACKING AND SHIPPING:

Contractor shall be responsible for industry standard packing. Containers shall be clearly marked with the destination and **purchase order number**. All shipments shall be F.O.B to locations Listed in the proposal/bid. Unless otherwise notified by the member of the “YEPA” no C.O.D. shipments will be accepted.

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PRICE CLAUSE

After initial contract term and prior to any contract renewal, the **Crane Elementary School District #13** will review fully documented requests for price increases for paper and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the **Crane Elementary School District #13**.

Upon receipt of the notification, Crane Elementary School District No. 13 will review with vendor, by the district's choice either in person or over the phone the changes. The adjustments will go into effect for any new purchase orders. Crane Elementary School District No.13 will notify the other YEPA by email of the changes.

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PURPOSE and SCOPE OF WORK

Crane School District intends to establish a contract for the purchase and delivery of Copy Paper, both white and color selections for the Crane Elementary School District No. 13 and the other interested members of YEPA. Quantities are estimated for the contract period and subject to increase, decrease or neither in line item quantities ordered.

ESTIMATED QUANTITIES:

Please indicate your percentage off of the retail price

ITEM DESCRIPTION	QUANTITY ANTICIPATED THROUGH JUNE 2009	REQUEST OF WHAT SCHOOL DISTRICT	PERCENT OFF OF RETAIL PRICE	PRICE PER CASE	REMARKS
COPY PAPER-8 1/2" X 11"-WHITE (GEORGIA PACIFIC, 20LB, 84 BRIGHT)	2520 CASES	YUHSD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-BLUE - CASE	640 CASES	YUHSD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-GREEN - CASE	640 CASES	YUHSD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-PINK - CASE	640 CASES	YUHSD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-YELLOW - CASE	640 CASES	YUHSD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-BUFF - CASE	120 CASES	YUHSD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-GOLDENROD - CASE	60 CASES	YUHSD	%	\$	
NEON BOND PAPER-8 1/2" X 11" (24/60#)-BLUE - CASE	10 CASES	YUHSD	%	\$	
NEON BOND PAPER-8 1/2" X 11" (24/60#)-LIME - CASE	10 CASES	YUHSD	%	\$	
NEON BOND PAPER-8 1/2" X 11" (24/60#)-PINK - CASE	10 CASES	YUHSD	%	\$	
NEON BOND PAPER-8 1/2" X 11" (24/60#)-LEMON - CASE	10 CASES	YUHSD	%	\$	
CARDSTOCK-8 1/2" X 11" (90#)-WHITE - CASE	120 CASES	YUHSD	%	\$	
CARDSTOCK-8 1/2" X 11" (90#)-BLUE - CASE	120 CASES	YUHSD	%	\$	
CARDSTOCK-8 1/2" X 11" (90#)-GREEN - CASE	80 CASES	YUHSD	%	\$	
CARDSTOCK-8 1/2" X 11" (90#)-CHERRY - CASE	80 CASES	YUHSD	%	\$	
CARDSTOCK-8 1/2" X 11" (90#)-CANARY - CASE	80 CASES	YUHSD	%	\$	
CARDSTOCK-14 7/8" X 11" – BLUE BAR	160 CASES	YUHSD	%	\$	
COPY PAPER-8 1/2" X 11"-WHITE (GEORGIA PACIFIC, 20LB, 84 BRIGHT)	840 CASES/TRUCK	CESD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-PINK - CASE	15 CASES	CESD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-YELLOW - CASE	10 CASES	CESD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-BUFF - CASE	10 CASES	CESD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-GOLDENROD - CASE	10 CASES	CESD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-BLUE - CASE	5 CASES	CESD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-GREEN - CASE	5 CASES	CESD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-SALMON - CASE	5 CASES	CESD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-TAN - CASE	5 CASES	CESD	%	\$	

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COPY PAPER-8 1/2" X 14" (20#)-WHITE - CASE	5 CASES	CESD	%	\$	
COPY PAPER-11" X 17" (20#)-WHITE - CASE	5 CASES	CESD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-BLUE – CASE (3-HOLE PUNCH)	5 CASE	CESD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-WHITE – CASE (3-HOLE PUNCH)	5 CASES	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-COSMIC ORANGE	1 CASE	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-LUNAR BLUE	1 CASE	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-RE-ENTRY RED	1 CASE	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-STARFIRE PINK	1 CASE	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-FIREBALL FUCHSIA	1 CASE	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-PLANETARY PURPLE	1 CASE	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-LIFT-OFF LEMON	1 CASE	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-PULSAR PINK	1 CASE	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-SOLAR YELLOW	10 CASE	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-CELESTIAL BLUE	1 CASE	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-MARS MAGENTA	1 CASE	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-GALAXY GOLD	1 CASE	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-NEPTUNE BLUE	1 CASE	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-GAMMA GREEN	1 CASE	CESD	%	\$	
PAPER-8 1/2" X 11" – ASTROBRIGHT (OR LIKE)-ORBIT ORANGE	1 CASE	CESD	%	\$	
COVERSTOCK-8 1/2" X 11" (67#), BLUE	1 CASE	CESD	%	\$	
COVERSTOCK-8 1/2" X 11" (67#), GREEN	1 CASE	CESD	%	\$	
COVERSTOCK-8 1/2" X 11" (67#), YELLOW	1 CASE	CESD	%	\$	
COVERSTOCK-8 1/2" X 11" (67#), GOLD	5 CASES	CESD	%	\$	
COVERSTOCK-8 1/2" X 11" (67#), ORCHID	5 CASES	CESD	%	\$	
COVERSTOCK-8 1/2" X 11" (67#), WHITE	1 CASE	CESD	%	\$	
COVERSTOCK-8 1/2" X 11" (67#), GRAY	2 CASES	CESD	%	\$	
COVERSTOCK-8 1/2" X 11" (67#), PINK	5 CASES	CESD	%	\$	
COVERSTOCK-8 1/2" X 11" (67#), IVORY	5 CASES	CESD	%	\$	
CARDSTOCK-8 1/2" X 11" (90#)-WHITE - CASE	15 CASES	CESD	%	\$	
CARDSTOCK-8 1/2" X 11" (90#)-BLUE - CASE	10 CASES	CESD	%	\$	
CARDSTOCK-8 1/2" X 11" (90#)-GREEN - CASE	10 CASES	CESD	%	\$	
CARDSTOCK-8 1/2" X 11" (90#)-CANARY - CASE	6 CASES	CESD	%	\$	
COPY PAPER-8 1/2" X 11"-WHITE (GEORGIA PACIFIC, 20LB, 92 BRIGHT)	4200 CASES	YESD	%	\$	

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COPY PAPER – 8 ½" X 14" – WHITE (20LB, 92 BRIGHT)	180 CASES	YESD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-BLUE - CASE	40 CASES	YESD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-GREEN - CASE	30 CASES	YESD	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-YELLOW - CASE	40 CASES	YESD	%	\$	
COPY PAPER-8 1/2" X 11"-WHITE (GEORGIA PACIFIC, 20LB, 84 BRIGHT)	840 CASES	GESD	%	\$	
COPY PAPER-8 1/2" X 11"-WHITE (GEORGIA PACIFIC, 20LB, 84 BRIGHT)	400 CASES	AWC	%	\$	
COPY PAPER-8 1/2" X 11" (20#)-BUFF – CASE	10 CASES	AWC	%	\$	
COPY PAPER-8 1/2" X 11"-WHITE (GEORGIA PACIFIC, 20LB, 84 BRIGHT)	420 CASES	SESD	%	\$	

DELIVERY LOCATIONS

ARIZONA WESTERN COLLEGE (AWC)

2020 S. Ave 8 E
Yuma, AZ 85365

CRANE ELEMENTARY SCHOOL DISTRICT (CESD)

4250 W. 16th Street
Yuma, AZ 85364

GADSDEN ELEMENTARY SCHOOL DISTRICT (GESD)

1453 N. Main Street
San Luis, AZ 85349

SOMERTON ELEMENTARY SCHOOL DISTRICT (SESD)

Warehouse
215 N. Carlisle Avenue
Somerton, AZ 85350

YUMA ELEMENTARY SCHOOL DISTRICT (YESD)

1250 W. 11th Street
Yuma, AZ 85364

YUMA UNION HIGH SCHOOL DISTRICT (YUHSD)

1250 W. 11th Street
Yuma, AZ 85364

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Four (4) copies and one (1) electronic version in Microsoft Word or PDF format on CD or diskette of your offer should be submitted. The **Crane Elementary School District #13** will not assume responsibility for any costs related to the preparation or submission of the offer. In order for your offer to be considered, the following should be included and should be returned.

Tab 1. A listing of any items such as references, credit application, or other information that would be useful to the District. Contractor licenses plus any other documents with current qualifications.

Tab 2. Price list or catalog of materials or services with discounts.

Tab 3. The **Signed** Offer and Acceptance Form

Tab 4. Non-collusion Affidavit.

Tab 5. I.R.S. W-9 Form, Request for Taxpayer I.D. Number

Do not return the entire bid document. Complete and include the following with your submission:

VENDOR CHECK LIST	Yes/No
Signed and completed Offer and Acceptance sheet?	
Did you clearly marked a sealed envelope/box/ container with Bid Number?	
Signed and completed Non-Collusion Affidavit?	
Completed Copy of W-9, Request for Taxpayer Identification Number and Certification	
Did you include 4 copies and one (1) electronic version of your offer?	

(Envelopes, box, or containers not marked with Bid Number may not be considered)

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DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace. The special condition is as follows:

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal at time of bid opening to be considered.

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STATEMENT OF NO BID

If you are not bidding on this service/commodity, please use the ability to "No Bid" on the website or complete and return this form to: **FAX: (928) 782-6831**

(Please *print* or *type*, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the Crane Elementary School District No. 13.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to respond to solicitation because of the following reasons:

Service/Commodity:

- _____ We do not offer this product or the equivalent.
- _____ Insufficient time to respond to the invitation to bid.
- _____ Remove our name from this bid list only.
- _____ Our product schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Other. (Specify below)

REMARKS:

SIGNATURE: _____ DATE: _____

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OFFER AND ACCEPTANCE

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

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the Districts rules, regulations and policies.

Would you be willing to allow other members of the "YEPA" to piggyback and purchase from the contract if awarded through this IFB? * ☐ Yes ☐ No

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

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

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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 Sales License No. _____

For clarification of this offer

Company is: (Please check all that apply)

- ☐ Corporation
☐ Partnership
☐ Limited Partnership
☐ Sole Proprietorship
☐ Other (Please explain)

Printed Name _____

Phone _____

Title _____

Authorized Signature _____

Date _____

Company Name _____

Address _____

City, State, Zip Code _____

Arizona Offerors Only,
Sales Tax % to be applied: _____ %

CERTIFICATION

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

The submission of the offer did not involve collusion or other anti-competitive practices.

The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.

The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

DISTRICT'S ACCEPTANCE OF OFFER (For District Purposes Only):

The offer is hereby accepted.

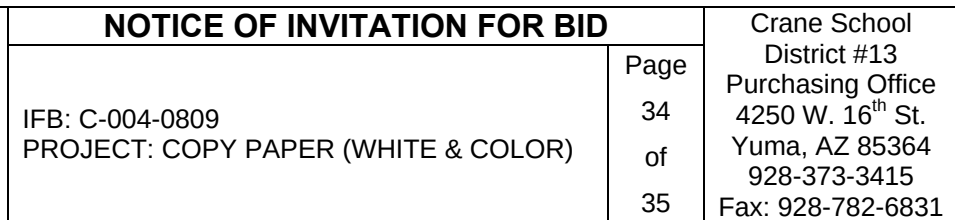
The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the School District/public entity. This contract shall henceforth be referred to as Contract No. CESD IFB #: C-004-0809. 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 _____, 2009.

Dale Ponder, CPPB • Director of Procurement • Crane Schools • Date

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State of Arizona)
) ss.
County of)

_____, affiant,
(Name)

the _____
(Title)

(Contractor/Vendor)

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

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

(Name)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

Signature of Notary Public in and for the
State of _____
County of _____

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The W9 Form can be downloaded form the following website
<http://www.azpurchasing.org/docs/w-9.pdf>

End of Solicitation