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|  | REQUEST FOR PROPOSAL Debt Collection Services and Return Check Processing RFP #25-08-27 | Tolleson Union High School District # 214 Purchasing Department 9801 W Van Buren Tolleson, AZ 85353 |
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DUE DATE: Friday – April 26, 2024

TIME: 1:00 p.m., Arizona Time

OPENING LOCATION: Tolleson Union High School District
Purchasing Department
9801 West Van Buren Street
Tolleson, AZ 85353

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 Tolleson Union High School District #214, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made. If you need directions to our office, please call 623-478-4005.

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. The official time will be determined by the clock designated by the school district.

Proposals must be submitted in a sealed 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.

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

| | | | | | |
|----------|--|--------|--------------|-------|----------------|
| Contact: | Lourdes Banuelos  | Phone: | 623-478-4005 | Fax: | 623-478-4197 |
| Email: | Lourdes.banuelos@tuhsd.org | | | | |
| | Asst. Director Business Services | | | Date: | April 11, 2024 |

This solicitation document originated on the AZPurchasing.org website. If you obtained this document from any other source, whether a physical copy you picked up from the District, or from a third-party bid outsourcing firm, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or addendums. When you download the main bid document from the AZPurchasing.org website, you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at AZPurchasing.org. Failure to adhere to this recommendation could put your firm at risk of bid rejection as not all necessary addendums and attachments may be passed along for your completion.

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DOCUMENTS REFERENCED:

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

Arizona:

Arizona Revised Statutes (A.R.S.) is available at:

<http://www.azleg.gov/arstitle>

A PDF copy of the Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at:

<https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14%200.pdf>

Federal:

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326:

<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml>

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Tolleson Union High School District:

Purchase Order Terms and Conditions:

<https://www.tuhsd.org/purchasing>

STATEMENT OF NO BID

If you are not responding to this service/commodity, please complete and return *only* this form to: Tolleson Union High School District, 9801 W. Van Buren Street, Tolleson, AZ 85353, email it to lourdes.banuelos@tuhsd.org (Please print or type, except signature)

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

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to respond to your RFP #25-08-27 Debt Collection Services because of the following reasons:

Service/Commodity

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to this solicitation.

_____ Remove our name from this list only.

_____ Our product or service schedule would not permit us to perform.

_____ Unable to meet all insurance requirements

_____ Other. (Specify below)

REMARKS: _____

GNATURE: _____ DATE: _____

UNIFORM INSTRUCTIONS TO OFFERORS

1. DEFINITION OF TERMS

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

- A. **“Attachment”** means any item the Solicitation requires a Bidder or Offeror to submit as part of the Offer.
- B. **“Award”** means a determination by District that it is entering into a contract with one or more Bidders or Offerors.
- C. **“Bid”** means a response to an invitation for bids and includes an offer to contract with District.
- D. **“Bidder”** means a person submitting a Bid in response to an invitation for bids.
- E. **“Contract”** means a legally binding contractual agreement, regardless of what it may be called, for the purchase of materials, services, construction or construction services, or the disposal of materials by District. **“Contract”** includes the combination of the Solicitation, including the Uniform and Special Instructions, the General 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 Addendums or Contract Amendments; and any terms applied by law. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the Contract or agreement, and is signed by the District Representative.
- F. **“Contract Amendment”** means a written document that is authorized by the District Representative and issued by District for the purpose of making changes to the Contract.
- G. **“Contractor”** means any person who has a contract with District. An Offeror or Bidder who has been awarded a Contract by District is a Contractor of District.
- H. **“Days”** means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
- I. **“District”** means Tolleson Union School District No. 4.
- J. **“District Representative”** means, Assistant Director of Business Services, or her designee.
- K. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- L. **“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.
- M. **“Offer”** means Bid, Proposal, or quotation.
- N. **“Offer Deadline”** means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.
- O. **“Offeror”** means a person submitting a Proposal in response to a request for proposals.
- P. **“Proposal”** means a response to a request for proposals and includes an Offer to contract with District.
- Q. **“Purchase Order”** means a document issued by District, in writing or electronically, and identified as a Purchase Order that authorizes Contractor to proceed with fulfillment of all or part of an awarded Contract by delivery of materials or services in quantities and at times and locations specified in the Purchase Order.
- R. **“Responsible Bidder or Offeror”** means a person who at the time of Contract Award has the capability to perform the Contract requirements and the integrity and reliability which will assure good faith performance.
- S. **“Responsive Bidder or Offeror”** means a person who submits an Offer that reasonably and substantially conforms to all material requirements of the Solicitation.

- T. **"Solicitation"** means an invitation for bids, an invitation to submit technical offers, a request for proposals, a request for qualification, or any other invitation or request by which District invites a person to participate in a procurement. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the Uniform Instructions for Offers, General Terms and Conditions for Contract, Special Terms and Conditions for Contract, Statement of Scope of Work/Specifications, Solicitation Addendums, and Solicitation Exhibits and Attachments.
- U. **"Solicitation Addendum"** means a written document that is authorized by the District Representative and issued by District for the purpose of making changes, clarifications, or additions to the Solicitation.
- V. **"The Solicitation Contact Person"** for the Solicitation is the Assistant Buyer designated on the first page of the Solicitation.
- W. **"Subcontract"** means any Contract, express or implied, between Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. PRE-OFFER INQUIRIES

- A. **Duty to Examine.** It is the responsibility of the Bidder or 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 Deadline.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation Contact Person. The Bidder or Offeror shall not contact or direct inquiries concerning the 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 Solicitation Contact Person 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 the inquiry since it may then be identified as an Offer and not be opened until after the Offer Deadline.
- D. **Requests for Exceptions.** A Bidder or Offeror may submit to the Solicitation Contact Person a written request for an unsubstantial, nonmaterial exception or deviation to a specific term, condition, or other provision in the Solicitation. Requests for an exception must identify the specific condition, term, or other provision to be excepted or modified and clearly state any proposed substitutions or modifications thereto.

A requested exception that substantially or materially alters a term, condition, or other provision shall be rejected. The District Representative or designee shall determine, in his or her sole discretion, whether an exception is substantial or material and advise the Bidder or Offeror of the decision. Submission of the Bidder's or Offeror's preprinted contract in place of the General or Special Terms and Conditions of a Solicitation shall be rejected.

A request for exceptions must be submitted to the District Representative not less than ten (10) days prior to the Solicitation Deadline.

A request for exceptions shall not be accepted, in whole or in part, unless accepted in writing by the Solicitation Contact Person or District Representative.

If the Bidder or Offeror does not receive District's written response to a request for exceptions prior to the Solicitation Deadline, the Bidder or Offeror may restate the request for exception in its Acknowledgment and Acceptance of Terms and Conditions of Solicitation form. A request for exceptions in the form will be considered by District when evaluating the Offer. If the request for exceptions is not acceptable, District will reject the Offer.

- E. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least ten (10) days before the Offer Deadline. Failure to do so may result in the inquiry not being answered.
- F. **No Reliance on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Addendum. A Bidder or Offeror may not rely on verbal responses from the Solicitation Contact Person to inquiries.

- G. Pre-Offer Conference.** If a pre-Offer conference has been scheduled under the Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder or Offeror should raise any questions it may have about the Solicitation at the conference.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests should be made as early as possible to allow time to arrange for the accommodation.

Verbal responses to questions raised at the conference shall not amend the Solicitation. If an issue is raised at the conference that results in a decision by District to amend the Solicitation, the Solicitation may be amended only by issuance of a written Solicitation Addendum. A Bidder or Offeror may not rely on any verbal responses to questions at the conference.

- H. Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer deadline. Conversely, Solicitation Amendments may be acknowledged by signing the Amendment Acknowledgement Form and submitting with proposal response. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.

- I. 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 Electronic Offers.** An Offer shall be submitted either on the forms provided in the Solicitation or their substantial equivalent. Any substitute document for the forms provided in the Solicitation must 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. Acknowledgement and Acceptance Form.** The Acknowledgement and Acceptance of Terms and Conditions of Solicitation form must be submitted with the Offer and signed by a representative of the Bidder or Offeror.

All exceptions or modifications requested by the Bidder or Offeror, regardless of whether District previously accepted the requested exceptions or modifications requested by the Bidder or Offeror, must be clearly set forth in the Acknowledgement and Acceptance of Terms and Conditions of Solicitation form. Any exceptions or modifications set forth in the form that have not been previously accepted by District, may be rejected if District determines, in its sole judgment, that the a requested exception or modification would substantially or materially alters a term, condition, or other provision of the Solicitation. Unacceptable exceptions or modifications shall remove the Offer from consideration for award.

- D. Offer and Acceptance Form.** The Offer and Acceptance form within the Solicitation must be submitted with the Offer and signature by authorized representative of the Bidder or Offeror. The signature shall signify the Bidder's or 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.
- E. Debarment/Suspension.** If the Offeror submitting this Proposal 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 Proposal. The Offeror shall include a letter with its Proposal 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.

- F. Evidence of Intent to be Bound.** Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- G. Subcontractors.** A Bidder or Offeror shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities in the Offer.
- H. Cost of Offer Preparation.** District will not reimburse a Bidder or Offeror for the cost of responding to a Solicitation.
- I. Tax Identification Numbers.** A Bidder or Offeror must provide his or her Federal Employer Tax Identification/Social Security number and/or Arizona Transaction Privilege 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. Taxes.** Prices stated in a Solicitation shall not include applicable state and local taxes. District is exempt from paying federal excise tax and state property taxes. District is not exempt from state and local transaction privilege (sales) taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in determining the lowest Bidder.
- K. Shipping/Delivery.** Terms and conditions relating to shipping and delivery are “FOB Destination, Freight Prepaid and Allowed.” The shipping and delivery terms are further described in the General Terms and Conditions of Contract and are subject to modification in the Special Requirements of Solicitation, if any, for this Solicitation.
- L. Order of Precedence.** A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the following documents listed in their order of precedence:
 1. Solicitation Addendums
 2. Special Instructions, Terms and Conditions
 3. General Terms and Conditions of Contract
 4. Statement of Scope of Work/Specifications
 5. Solicitation Attachments and Exhibits
 6. Uniform Instructions for Offers

In the event of a conflict between provisions in two or more of the foregoing Solicitation documents, the document having a higher order of precedence will prevail over the other document or documents with conflicting provisions.

4. SUBMISSION OF OFFER

- A. Sealed Envelope or Package.** Each Offer shall be submitted to the submittal location identified in the 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. Electronic Submission.** If determined by the District that electronic submission of Proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the RFP. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. Offer Amendment or Withdrawal.** An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the RFP. The Offer may not be amended or withdrawn after the Offer Deadline, except as otherwise provided under applicable law.
- D. Confidential Information.** If a Bidder or Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, the Bidder or Offeror may submit to the District Representative and the Solicitation Contact Person a Request for Confidentiality of Proprietary Information form that identifies the specific information and explains why it should be protected from disclosure. All information proposed for protection from disclosure shall be so identified wherever it appears in the Offer. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.

E. Public Record. All Proposals submitted and opened are public records and must be retained by the School District. Proposals shall be open to public inspection after Contract award, except for such portions deemed to be confidential by the District Representative. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. §39-121, a statement advising the District of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this section.

F. Certifications of Bidder/Offeror. By signing the Offer and Acceptance Form, the Bidder/ Offeror certifies the following:

1. The Bidder/Offeror has examined and understands the terms, conditions, scope of work/services and specification, and other documents in the Solicitation;
2. The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. The Bidder/Offeror (including its owners, employees, and agents) have not directly or indirectly induced or solicited:
 - a. A Bidder to put in a sham Offer;
 - b. Any other person, firm or corporation to refrain from submitting an Offer; or
 - c. In any other manner sought to secure for itself an advantage over any other Bidder/Offeror or to produce a deceptive show of competition in the matter of the Offer or Award of a Contract under the Solicitation;
3. 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; no 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;
4. Bidder/Offeror 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. Bidder/Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise lawfully prohibited from participating in this transaction by any Federal, State or local department or agency including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body;
6. Bidder/Offeror, including its owners, employees, and agents directly involved in obtaining contracts with the State of Arizona, or any subdivision of the State has not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985;
7. The Bidder/Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a District official or employee in connection with the submitted Offer;
8. 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;
9. By submission of this Proposal, the Offeror is in compliance and shall remain in compliance with the Export Administration Act;
10. Per A.R.S. 35-393.01, the District is prohibited from entering into a contract with a company to acquire or dispose of services, supplies information technology or construction that is engaged in, or, during the term of the contract, becomes engaged in boycott of Israel. Unless and until the District Court's injunction in Jordahl V. Brnovich et

al., Case No. 3:174-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and that State will take no action to enforce it. The participation in Boycott of Israel is not a mandatory part of the offer as long as the injunction remains in place.

5. ADDITIONAL PROPOSAL INFORMATION

- A. Confirmation.** District may contact the Bidder/Offeror to confirm its understanding of the Offer. Such contact shall occur after the Offer Deadline and prior to award. District shall seek written confirmation from the Bidder/Offeror and shall retain the request and confirmation, if obtained, in the procurement file.
- B. Unit Price Prevails.** 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.
- C. Late Proposals, Modifications or Withdrawals.** A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification.** A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period.** An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the later of (i) ninety (90) days or (ii) the number of days after the Offer Deadline stated in the Solicitation.
- 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. Rights of Waiver, Rejection, and Cancellation.** Notwithstanding any other provision of this solicitation, the School District reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all Proposals or portions thereof; or
 - 3. Cancel a solicitation.

6. AWARD

- A. Basis of Award.** An Award will be made to the Responsible Bidder/Offeror whose Offer is determined to be:
 - 1. For an Invitation for Bid, the lowest responsible and responsive Bid or Bids that conform in all material respects to the requirements of the Solicitation and evaluation factors, if any, set forth the Special Requirements of Solicitation.

If a Bidder is awarded a Contract and is unable to meet its contractual obligations, District may cancel the Contract and award a Contract to the next lowest ranked Bidder if this determination occurs within a reasonable time period after the original Contract Award.

- 2. For a Request for Proposal, the Proposal or Proposals that are determined in writing to be the most advantageous to District based on the requirements of the Solicitation and evaluation factors set forth in the Special Requirements of Solicitation.

District will evaluate and determine which Proposals are acceptable and unacceptable for further consideration. If determined to be in the best interest of District, District may request interviews with the Offerors determined to be most likely to meet the requirements to discuss cost and/or other portions of the Proposal.

No requirement or factor may be used in the evaluation of offers that is not set forth in the Solicitation. The amount of any applicable transaction privilege or use tax of a political subdivision of the State shall not be a factor in determining the lowest Bid or most advantageous Proposal.

- B. Multiple Awards.** District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The decision to award a single contract, award multiple contracts, or make no award rests solely with District. A Multiple Award shall be made only if the District Representative determines in writing, prior to making an award that a Multiple Award is necessary and is advantageous to District.

In determining whether to award multiple contracts, District will assess whether multiple vendors are necessary and advantageous to ensure the availability of goods or services that fully conform to District's requirements at the time, place and manner needed by District. If District determines that multiple contracts are necessary and advantageous, District will determine the least number of Contractors that are needed and award Contracts to, if an Invitation to Bid, the Bidders who submitted the lowest responsible and responsive Bids; and, if a Request for Proposal, the Offerors who submitted the most advantageous Proposals to District.

When determining whether to award of multiple contracts, District may consider a variety of factors, including District's experience with existing products and systems, brand continuity for parts replacement, increased demand for goods or services, a single Contractor's ability to provide for District's needs, bonding capacity, Contractor's location and service areas, District's past experience with Contracts for similar product/services, and other relevant criteria, including the criteria set forth in school district procurement code

If the solicitation is for a cooperative procurement, District will determine whether to award multiple contracts based on the likelihood that other cooperative members will make purchases from the same contract or contracts.

- C. Formation of Contract.** A response to the Solicitation is an offer to contract with District based upon the terms, conditions, scope of work/services, and specifications contained in the Solicitation. An Offer does not become a contract unless and until District accepts it. A contract is formed when the District Representative signs the Offer and Acceptance Form on behalf of District. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal. No work may commence or products be delivered until District has issued a Purchase Order to Contractor.
- D. Effective Date.** The effective date of this Contract shall be the date that the Procurement Officer signs the Proposal and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- E. Final Acceptance.** The final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.
- F. Non-Exclusive Contract.** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Tolleson Union High School District. The District reserves the right to obtain like goods and services from other sources.

7. PROTESTS

- A.** A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative. A protest shall include:
 - 1. The name, addresses, and telephone number of the interested party
 - 2. The signature of the interested party or the interested party's representative;
 - 3. Identification of the purchasing agency and the Solicitation or Contract number;
 - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 5. The form of relief requested.
 - 6. The interested party shall supply promptly any other information requested by the district representative.
- B.** Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- C.** In cases other than those covered in section B of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction, unless the District Representative finds good cause for the delay of the interest party.
- D.** The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The District Representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM GENERAL TERMS AND CONDITIONS

1. CONTRACT INTERPRETATION

- A. Governing 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.**
- 1. Independent Contractor.** 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.
 - 2. No Contractual Relationship with Subcontractor.** District shall have no contractual relationship with a subcontractor.
 - 3. Affordable Care Act.** Contractor understands and agrees that it shall be solely responsible for its compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to District as required by state or federal law.
- 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 Parole 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. Audit.** Pursuant to A.R.S. § 35-214 at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any Subcontractor’s books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- C. Compliance with Prior Certifications.** Upon Award of a Contract, Contractor shall continue to fully comply with all certifications provided to District in the Uniform Terms and Conditions.
- D. 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.
- E. 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 School District/Public Entity for testing and inspection.

- F. 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.
- G. 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.
- H. Property of the School District/Public Entity.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/Public Entity.

3. FEDERAL AND STATE REQUIREMENTS

- A.** Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland “Anti-Kickback” Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contractor agrees to post wage rates at the work site and submit a copy of their payroll to the District for their files, if requested.

In addition, to comply with the Copeland Act, Contractor must submit weekly payroll records to the District. Contractor must keep records for three (3) years and allow the Federal Grantor agency access to these records, upon demand. Contractor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

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

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

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

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

- B. Fingerprinting 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 may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have five (5) working days from receipt of the request to supply adequate information. Failure to supply the requested

information or if the District suspects or finds 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: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

- C. E-Verification.** By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality ACT (FINA), A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance of Federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

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.

- D. Registered Sex Offender Restriction.** Contractor agrees that no employee or agent of Contractor or a subcontractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. Contractor further agrees that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at District's discretion.
- E. Non-Discrimination.** Contractor shall comply with all applicable state executive orders and federal and state laws, rules and regulations that protect persons from illegal discrimination on the basis of race, color, religion, national origin, sex, disability, and age.
- F. Affordable Care Act.** Vendor 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 Education Reconciliation Act, Public Law 111- 152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.
- G. Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under the Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work/services that directly serve the State of Arizona, 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.
- H. Terrorism Country Divestments.** In accordance with A.R.S. §35-392, District is prohibited from purchasing a company that is in violation of the Export Administration Act.

- I. Vendor shall comply, when working on any federally assisted projects, with the following:**

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).

9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 (“EDGAR”),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds.

4. INSURANCE

- A. Contractor shall procure and maintain until all of its obligations under the Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have workers compensation insurance unless exempt by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in the Solicitation.
- B. **Insurance Coverage.** Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers’ compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror.

Unless other coverage’s or amounts are specified in the Special Instructions, Terms and Conditions, Contractor shall provide coverage’s with limits of liability not less than the following:

1. Commercial General Liability.

| | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Products – Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Each Occurrence | \$1,000,000 |

The policy shall be endorsed to include the following specific language: "Tolleson Union High School District #214 is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."

2. **Automobile Liability.** Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.
3. **Workers’ Compensation and Employers’ Liability.** Successful Offeror may be required to submit proof of and maintain Worker’s Compensation and Employer’s Liability Insurance as required by law.
4. **Property Insurance.** Contractors awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.
5. **Additional Insurance Requirements.** The policies are to contain, or be endorsed to contain, the following provisions:
 - a. Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.

- b. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

5. SAFETY

Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property from damage, loss, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state and local government job safety requirements, including the Occupational Safety Health Act.

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

6. LICENSES

Contractor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. District reserves the right to stop work and/or cancel the contract of any Contractor whose license(s) expire, lapse, are suspended, or are terminated.

7. SHIPPING COSTS

- A. **Shipping Terms/Transfer of Title.** Shipments shall be F.O.B. destination (District). Title and risk of loss of product shall not transfer to District until District receives the product or materials at the delivery point, unless otherwise provided in the Special Instructions, Terms and Conditions of Solicitation, if any.
- B. **Shipment Under Reservation.** Contractor shall not ship under reservation and no tender of a bill of lading shall operate as a tender of the products or materials.
- C. **Shipping Charges.** The price for a product offered by Contractor shall include shipping costs, prepaid unless the Offer clearly states that shipping costs are in addition to the price and provides sufficient information for District to determine shipping costs, whether as a specific dollar amount or as a percentage of the price. If shipping costs are not included in the price, the Contract shall specify shipping costs as a separate items in the Offer and invoices. Contractor shall not invoice District for shipping costs in excess of Contractor's actual costs of shipping.
- D. **Shipping Errors/Risk of Transportation.** Shipping errors will be at Contractor's expense. If Contractor delivers a product that was not ordered, Contractor shall pay for return shipment at the convenience of District. All risk of transportation and all related charges shall be Contractor's responsibility. Contractor shall file all claims for visible or concealed damage. District shall notify Contractor promptly of observed damage to products and shall assist Contractor in arranging for inspection.

8. COSTS AND PAYMENTS

- A. **Contractor Invoice.** Contractor shall invoice District after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Bid number of the Solicitation. Taxes shall be listed separately from the item cost. Contractor shall send invoices to District's Accounts Payable Department, 9801 W. Van Buren Street, Tolleson, AZ 85353. Invoices may conversely be emailed to AP@tuhsd.org. All transactions are payable in U.S. currency only.
- B. **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- C. **Correct Billing.** Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to District within the time allowed by law, in the form of a check or credit memo, as determined by District.
- D. **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 Proposal and in any resulting Contract.
2. **Federal Excise Tax.** District is exempt from paying federal excise tax.
3. **Property Taxes.** District is exempt from state and county property taxes.
4. **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.
5. **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.
6. **IRS W-9.** In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.

E. Progress Payments. District may make progress payments under the following conditions:

1. District and Contractor agree to the terms of the progress payments prior to issuing a purchase order;
2. The purchase order describes the amounts/percentages to be paid and the dates/frequency of payment;
3. District accepts responsibility for verifying the validity of each payment application;
4. Payments are made only after goods and/or services are verified; and
5. Such payments must be made in full compliance with District's local governing entity rules and any and all other applicable state rules and regulations.

F. 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.

9. PRODUCT CHANGES

- A. Current Products.** Contracts shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the Bid is submitted.
- B. Discontinued Products.** If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate. District may require satisfactory evidence that the product has been discontinued, that the proposed alternate meets or exceeds the Contract specifications, and that the price of the proposed alternate is equal to or less than that of the discontinued product. District, in its sole discretion, may approve the request by issuing notice to the Contractor or a Contract amendment. Upon approval by District, Contractor shall make available electronic price lists/catalog updates at no additional cost to District.

10. CONTRACT AMENDMENTS

- 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.

11. 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, Contractor shall indemnify, defend, save, and hold harmless District and its Governing Board members, employees, and agents (hereinafter referred to collectively as "District") 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 collectively 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 District shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of District, 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 the Contract, Contractor agrees to waive all rights of subrogation against District for losses arising from the work performed by Contractor for District. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright.** To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure

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

provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.

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

12. WARRANTIES

A. Warranty Requirements. Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the specifications of the Solicitation. Unless stated otherwise, all equipment shall carry a minimum 12-month manufacturer's warranty, including parts and labor. Contractor agrees to help District reach resolution in a dispute with the manufacturer over warranty coverage. Any extended manufacturer's warranty shall be passed on to District without exception. District reserves the right to cancel the Contract if Contractor charges District for a replacement part that Contractor received at no cost under a warranty.

B. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

C. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials or services are used;
3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

D. 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.

E. Inspection/Testing. The warranties set forth herein are not affected by inspection/ testing of or payment for the equipment, materials or services by the School District/Public Entity.

F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

G. Compliance with Applicable Laws. The equipment, 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.

H. 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 Officer, including, without limitation,

all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

13. CONTRACTURAL 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 District 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 District Representative shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. 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.
- D. Right to Offset.** District shall be entitled to offset against any sums due Contractor, any expenses, costs or damages incurred by District as a result of Contractor's nonconforming performance or failure to perform the Contract.
- E. Non-exclusive Remedies.** The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.

14. CONTRACT TERMINATION

- A. Cancellation for Bankruptcy or Acquisition.** District reserves the right to cancel, or suspend the use of, any Contract if Contractor files for bankruptcy protection, or is acquired by an independent third party.
- B. 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.
- C. 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. Paying the expenses of normal business meals shall be in accordance with District's policy regarding gratuities. Samples of software, equipment, or hardware provided to District for demonstration or evaluation are not considered gratuities.
- D. 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.

- E. Termination for Convenience.** The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- F. Cancellation for Non-performance or Contractor Deficiency.** 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 carry out any obligation, term, or condition of the Contract. District may issue a written deficiency notice to Contractor for any of the following:
1. Failing to comply with the accepted terms and conditions of the Contract;
 2. Failing to acquire, maintain, and submit required insurance policies, bonds, licenses and permits;
 3. Providing material that does not meet the specifications of the Contract;
 4. Providing work and/or material that was not awarded under the Contract;
 5. Failing to adequately perform the services set forth in the scope of work/services and specifications;
 6. Failing to complete required work or furnish required materials within a reasonable amount of time;
 7. Failing to make progress in performance of the Contract and/or giving District reason to believe that Contractor will not or cannot perform the requirements of the Contract;
 8. Performing work or providing services under the Contract prior to receiving a District issued purchase order for such work.

The Procurement Officer shall provide written notice of the deficiency or non-performance, and pending termination, and the reasons for it to the Contractor.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to District to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation, all goods, materials, and work paid for by District, along with documents, data, and reports prepared by Contractor under the Contract shall become the property of District.

The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.

- G. Cancellation for Replacement.** District reserves the right to cancel the Contract awarded under a Solicitation and replace it with a newer Contract awarded to the same Contractor for similar goods and services. District may, at its option, replace the Contract awarded from the Solicitation or delay a new Award until the existing Contract expires. The decision to replace the Contract rests solely with District.
- H. Cancellation by Contractor.** Unless otherwise provided in the Special Requirements of Solicitation, if any, Contractor may cancel the Contract by delivery of prior written notice during the 60-day period prior to an annual contract renewal. Termination shall have no effect on projects in progress at the time that a notice of cancellation is received by District.
- I. Cancellation for Lack of Appropriation.** District may cancel the Contract if the Legislature of the State of Arizona at any time fails to appropriate funds necessary for the District to perform the Contract.
- J. 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 cancellation notice.
- K. Property of Data.** Upon termination under this section, 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.

15. CONTRACT CLAIMS

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and AAC R7-2-1155 through R7-2-1181 and rules adopted thereunder.

16. CLARIFICATIONS

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

17. CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

Public record: All Proposals submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official at 9801 W. Van Buren Street, Tolleson, AZ 85353, by appointment.

18. GIFT POLICY

Tolleson Union High School District will accept no gifts from Offerors. The District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

19. INTEGRITY OF PROPOSAL

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

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

1. District Representative

In accordance with A.A.C. R7-2-1042(A.1.s), and the “Uniform Instructions to Offerors”, the District Representative is **Kenneth Hicks, Chief Financial Officer.**

2. Purpose

The Tolleson Union High School District desires to contract with a qualified and experienced vendor(s) to provide debt collection services and returned check processing on a per project, as needed, if needed basis.

3. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase, however funds are not currently available. Any contract awarded under this proposal will be conditioned upon the availability of funds.

4. Fingerprint Requirements

Every technician providing services on District property will be required to possess and carry an Arizona IVP Fingerprint Clearance Card. Technician is required to show card to District personnel upon request.

5. Term of Contract and Extensions

A. Per A.A.C. R7-2-1042(A.3.b), it is the intent of the District to award a multi-term contract, beginning during the fiscal year **July 1, 2024**, and continuing until **June 30, 2025**. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional three one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

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

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

6. Contract Award

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

7. Award Basis

In accordance with A.A.C. R7-2-1050, the successful Offeror will be determined by evaluation criteria including but not limited to pricing, or other incentives offered. Awards will not be made based on price alone.

In accordance with A.A.C. R7-2-1042(A.1.v), at our sole discretion, the District may consider partial offers for award of a contract under this RFP.

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

If a vendor receives a contract award and is unable to meet the services requirements as outlined in this Solicitation, or is unable to hold proposal price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next highest ranked vendor.

8. **Evaluation**

Representatives of the District will evaluate proposal and *rank* them from the most likely to the one least likely to meet the requirements as outlined in the RFP. Per A.A.C. R7-2-1042(A)(1)(q), if several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews, the district reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

The District reserves the right to proceed with an award on the basis of information received in the original proposal (and discussions for clarification purposes, if needed) without calling for additional discussions, interviews, or best and final offers.

During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels. Committee members will read, review and evaluate the proposals based on the evaluation criteria. A point formula system will be used to evaluate the offers. The District may call for interviews to clarify information received in the proposal. Firms may be asked to host a site visit and/or interview with the Selection Committee, they may also be asked to revise or modify their proposals following the receipt of other information. However, offering firms are cautioned that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.

All Proposals shall be open for public inspection after award of contract, except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data contained in the Proposal documents remain confidential in accordance with A.A.C. R7-2-1006, R7-2-1016, and R7-2-1042(A.1.u).

9. Evaluation Matrix

Proposals will be evaluated using the following criteria: **TOTAL POINTS POSSIBLE 1000**

| CRITERION | Points Total |
|---|---------------------|
| <p>Tab 1 - Firm Information</p> <ol style="list-style-type: none"> 1. Name of Firm, year founded 2. Address of Firms office, phone/fax 3. Form of business organization (Corporation, Individual, Joint Venture, other) 4. Primary contact information 5. How many years has your organization been in business in its current name? 6. List any former names of the organization. | 200 |
| <p>Tab 2 - Qualifications and Experience</p> <ol style="list-style-type: none"> 1. Brief history of the firm. Indicate the number of years your firm has been providing services offered. 2. Area of the Offeror’s expertise. List any additional services that your firm can provide the District. 3. Provide an explanation of the firms customer service and commitment to perform service, 4. List of customers you provided with a Vendor Performance Evaluation Survey (Past Performance Information Form) 3 Minimum | 250 |
| <p>Tab 3 – Method of Approach</p> <ol style="list-style-type: none"> 1. Outline of the methods/procedures that you will utilize to perform services under this contract. 2. Indicate if services will be performed by in-house staff or a network of subcontracted individual firms. If a network of subcontractors will be used, describe how they will be selected, how you will ensure the companies and their employees are properly licensed, trained and certified, and how you will manage their services. 3. Brief description of your dispute resolution process. 4. Describe your methods for timely complaint/issue resolution. 5. Provide sample collection letters. 6. Provide sample reports to District showing transactions and history. <p style="text-align: center;">Services Questionnaire</p> | 150 |
| <p>Tab 4 - Proposal Cost Form</p> <p>Include the fee schedule for specified services and the value added services your firm will offer At no additional charge. Include any ancillary fees that may be charged the District (i.e. reimbursable items)</p> | 300 |
| <p>Tab 5 - Forms</p> <ol style="list-style-type: none"> 1. Signed Offer and Acceptance Form 2. Acknowledgement and Acceptance of Terms and Conditions (Addendums & Deviations) 3. Notarized Non-Collusion Statement 4. Small Business, Minority-Owned Firms and Women’s Business Enterprises 5. Debarment Certification 6. EDGAR 7. Conflict of Interest 8. Statement of NO BID 9. Request for Confidentiality of Proprietary Information 10. I.R.S. W-9 Form 11. Certificate of Insurance 12. Mailing Label. 13. Non-Gratuity 14. 3 Minimum – Performance Surveys *EMAILED TO DISTRICT BY CLIENTS* 15. Additional Materials 16. Services Questionnaire 17. Ancillary Contract (if applicable) <p>Ancillary Contract – The form of contract for any award made as a result of this proposal will be a District purchase order (issued annually) referencing this RFP, which shall be considered a part of the contract. The amount will be based upon the fees shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If you require the District to sign and additional or separate contract, a copy of the proposed contract must be included with the proposal.</p> | 100 |

10. Minimum

The volume of value of purchase under the resultant contract(s) is unknown. The District shall not be bound to purchase a minimum quantity during the contract period.

11. Non-Exclusive Contract

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

12. Inspection

All services are subject to final inspection and acceptance by the District. Services failing to meet the requirements of this contract will be held at Offeror's risk and Contractor may be required to correct any deficiencies.

13. Offeror Responsibility

The successful Offeror shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

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

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

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

The successful Offeror must make employees aware of the requirements of the contract including any information which may be necessary to properly provide the specified service.

14. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror shall acknowledge receipt of all amendments by submitting a signed copy of the amendment with their proposal response or by signing the amendment acknowledgement form included with this solicitation.

15. Offeror Required Contract/Agreement

If your firm will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria.

16. Delivery of Services

Services must be received within time agreed to by the District and the Offeror. The District shall make decisions as to compliance with contract services and time and their decision shall be final.

17. Local Representative

Offeror should have a local field representative available at all times during the contract period.

18. Authority

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

19. Billing

All billing notices must be sent to each District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Tolleson Union High School District #214 will refer to the RFP number of this solicitation.

20. Visa Payment Authorization

In an effort to improve our payables process, Tolleson Union High School has entered into a partnership with Commerce Bank for vendors willing to accept Visa for invoice payment. Vendors who enroll in the program will receive an email notification when payment has been made. Within the email they will receive a link providing the Visa account number, the invoice numbers and the invoice amount. Invoices are typically processed within 72 hours of receipt.

By agreeing to accept Visa this will streamline the payment distribution process allowing you to receive your payments promptly.

Additional benefits to your company include:

- Emailed payment notifications will reduce delays associated with checks
- Improved financial controls, as checks can be lost or stolen
- Decreased administrative costs associated with processing checks
- Reduction of late payment issues and over-extensions

Tolleson Union High School is encouraging all of our vendors to join us in this exciting new payment system. If you have any questions, you may contact the Commerce Bank Vendor hotline at 866-927-5419.

21. Price Clause

A. Price Increase

Prices shall be firm for the initial term of the Contract. Contractor may submit to the District Representative a fully documented request for a price increase not more than 90 days and not less than 60 days prior to the renewal date of the Contract. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process.

The District Representative shall determine whether the requested price increase or any other option is in the best interest of District. The District Representative may require satisfactory evidence that manufacturers, suppliers, or service providers to Contractor have imposed or announced cost increases that contribute directly and substantially to Contractor's cost of doing business. A price increase, if approved, shall be effective upon the effective date of the Contract extension.

B. Price Increase (Unforeseen)

Contractor may submit to the District Representative a fully documented request for an emergency price increase only after the Contract has been in effect for 180 days. District, in its sole discretion, shall determine whether it is in District's best interest to grant the request, or continue the Contract to the end of its current term. If the request is granted, the price increase shall take effect thirty (30) days after the District Representative delivers notice to Contractor.

The requested increase shall be limited to a documented cost increase to Contractor that was clearly unpredictable at the time of the Contract award and would impose substantial economic hardship on Contractor. The District Representative may require satisfactory evidence, including a formal announcement and/or published price lists, that a manufacturer or supplier to Contractor has announced a cost increase that contributes directly to Contractor's request for a price increase and would cause substantial economic hardship for Contractor.

22. Fuel Surcharges

No fuel surcharges will be accepted.

23. Deviations to Offer

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

24. Procurement Methods

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

25. Additions/Deletions of Service

The District reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the Proposal price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the District.

26. Contract Compliance Monitoring

The Director of Special Education shall monitor the firm's compliance with, and performance under, the terms and conditions of the Contract. The firm shall make available for inspection and/or copying by the District all records and accounts relating to the work performed under this Contract.

27. Security and Privacy

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The District shall be notified immediately upon receipt of any such order of court pertaining to production of such information

PROPOSAL REQUIREMENTS

Offeror's proposal should consist of the following:

- One (1) original signed offer, marked with the company name and “**ORIGINAL**” on the cover in large easy-to-read letters;
- Two (2) full copies of the proposal each marked “**COPY**”.
- One (1) electronic copy in the form of USB Flash Drive

Tab 1. Firm Information

1. Name of Firm, year founded
2. Address of Firms office, phone/fax
3. Form of business organization (Corporation, Individual, Joint Venture, Other)
4. Primary contact information
5. How many years has your organization been in business in its current name?
6. List any former names of the organization

Tab 2. Qualifications and Experience

1. Brief history of the firm. Indicate the number of years your firm has been providing services offered
2. Area of the Offeror's. List any additional services that your firm can provide the District
3. Provide an explanation of the Firms customer service and commitment to perform service
4. List of customers that you provided with a Vendor Performance Evaluation Survey (Past Performance Information Form) **3 minimum.**

Tab 3. Method of Approach

1. Outline of the methods/procedures that you will utilize to perform services under this contract
2. Indicate if services will be performed by in house staff or a network of subcontracted individual firms. If a network of subcontractors will be used, describe how they will be selected, how will you ensure the companies and their employees are properly licensed, trained, and certified. How will you manage their services?
3. Brief description of your dispute resolution process
4. Describe your methods for timely complaint/issue resolution
5. Provide sample collection letters
6. Provide sample reports to District showing transaction and history
Services Questionnaire

Tab 5. Proposal Cost Form

Include the fee schedule for specified services and the value added services your firm will offer at no additional charge. Include any ancillary fees that may be charged the District, (i.e. reimbursable items)

Tab 6. Forms

1. Signed Offer and Acceptance Form
2. Acknowledgement and Acceptance of Terms and Conditions (Addendums & Deviations)
3. Notarized Non-Collusion Statement
4. Small Business, Minority-Owned Firms and Women's Business Enterprises
5. Debarment Certification
6. EDGAR
7. Conflict of Interest
8. Statement of NO BID
9. Request for Confidentiality of Proprietary Information
10. I.R.S. W-9 Form
11. Certificate of Insurance
12. Mailing Label.
13. Ancillary Contract (if applicable)

Ancillary Contract – The form of contract for any award made as a result of this proposal will be a District purchase order (issued annually) referencing this RFP, which shall be considered a part of the contract. The amount will be based upon the fee shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If you require the District to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal.

Failure to include any of the above information in this RFP may result in rejection of the offer.

Specifications/Scope of Work

1. The primary purpose of this procurement is to collect past due fees incurred by students for:
 - Class participation fees
 - After School Programs
 - Extra-Curricular Activities
 - Food Service Accounts
 - Payment for lost/damaged books
2. In addition, there may also be a need to collect on non-sufficient funds (NSF) checks
3. Collection of fees due for rental of facilities may also be required
4. Collection of fees due for liquidated damages may be required
5. The District will assign cases to the awarded vendor(s) in a manner that is in the best interest of the District
6. The District may cancel the assignment of any case, regardless of the status of the debt balance upon written or electronic notice to the vendor
7. The awarded vendor shall:
 - A. Carry out in a non-threatening, timely manner all collection activities and procedures in accordance and in compliance with applicable state and federal laws, rules, and regulations including, but not limited to the Fair Debt Collection Practices Act (FDCPA) and Fair Credit Reporting Act (FCRA)
 - B. Not accept compromise or settlement payments on an account unless authorized in writing by the District
 - C. Not use wage withholding or garnishment, home or workplace visits, or other types of collection methods not approved by the District, The awarded vendor may not bring suit on any account assigned unless authorized in writing by the District
 - D. Provide training on your collection procedure initially and as needed through the term of the contract.
8. The awarded vendor(s) will not be compensated for services rendered on cases for payments in which Payment is returned for non-sufficient funds. It shall be the responsibility of the vendor to recover those Funds in which payment was collected as a result of the vendors collection methods and the payment was Returned for non-sufficient funds. No credit for collection on such payment shall be applied to the vendor Until the funds are fully recovered.
9. Upon expiration, termination, or cancellation of the contract, awarded vendor(s) will fully cooperate with the District and/or succeeding vendor in transitioning active and archived files. Vendor shall not earn fees for payments made beyond 30 days after the expiration, termination or cancellation date of this contract, unless specifically agreed to in writing by the District at time of expiration, termination, or cancellation.
10. Vendor must be able to deposit to District assigned bank accounts as provided by District.

Services Questionnaire

| The successful Offer should at a minimum provide: | Yes | No |
|---|------------|-----------|
| Contingency based collection | | |
| No upfront fees or sign-up charges | | |
| No minimum on dollar amount or quantity of accounts | | |
| Monthly status reports broken out by specific school or department | | |
| Assistance in developing standard demand letters that will be sent by the District before it is necessary to place an account for collection | | |
| Flexible collection approach from an “audit” to a more stern approach | | |
| Ability to view account activity, download web-based customizable reports showing paid and pending transactions, history of returned checks, and check images | | |
| Ability to collect on aged accounts up to 4 years old | | |
| Nationwide coverage | | |
| Credit bureau reporting | | |

| In addition, the following services are desirable to the District: | Yes | No |
|---|------------|-----------|
| Ability for District to submit delinquent accounts online | | |
| Electronic (ACH) credit to District by site | | |
| Brochure to be distributed by the District to advise the community of collection procedures | | |

| Additional services that can be provided at no cost to the District: <i>(Addl services than can be provided at a cost should be described on the Proposal Cost Form)</i> | Yes | No |
|--|------------|-----------|
| Ability for District to submit delinquent accounts online | | |
| | | |
| | | |
| | | |
| | | |
| | | |

PROPOSAL COST FORM

I/We, the undersigned, propose to provide the service necessary for the specifications/ scope of work. *(Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)*

1. Fee, based either on a percentage of collection or a flat fee, for the major categories listed:

| | | | | | |
|--------------------------------|-------|------|----------|----|-------|
| Past due student fees: | _____ | % or | Flat Fee | \$ | _____ |
| Past due rental fees: | _____ | % or | Flat Fee | \$ | _____ |
| Collection on returned checks: | _____ | % or | Flat Fee | \$ | _____ |

2. The Offeror should indicate potential price increases during the second through fifth year of the contract (if extended by the District):

Maximum percentage of increase for year two: _____ %

Maximum percentage of increase for year three: _____ %

Maximum percentage of increase for year four: _____ %

Maximum percentage of increase for year five: _____ %

3. Please detail any additional charges or costs and/or services that you can provide under this contract:

| Additional Cost and/or Services | Fee Structure |
|---------------------------------|---------------|
| | |
| | |
| | |
| | |

4. Describe your fee structure if the District is paid directly after an account has been placed with you for collection:

5. Prompt Payment Discount:

The District normally makes payment of all invoices within 30 days of submittal. However, in an effort to obtain the best pricing available, the District may be able to expedite payment in consideration for a prompt payment discount. Indicate below prompt payment discount and terms: _____%/_____/days

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

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

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

VISA PAYMENT AUTHORIZATION

We have enrolled with Commerce Bank to accept invoice payments through their Visa program.

We are not able to accept Visa payments at this time.

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

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

PERFORMANCE EVALUATION SURVEY

3 Minimum Required

Top portion is to be completed by Offeror. Bottom portion is to be completed by client.

To the attention of :

Name of client's company:

Phone:

Company being surveyed:

Tolleson Union High School District has implemented a process that collects past information on vendors. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above company.

The company listed above has listed you as a current or previous client for whom they have provided products or services. The company and the District would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please evaluate the Performance of the company (10 - you are Always satisfied and have no question about hiring them again, 5 - you are Sometimes satisfied, and 1 - you are very Dissatisfied and would never hire them again because of very poor performance). If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

| NO. | Criteria | Unit | Score |
|-----|--|--------|-------|
| 1 | Ability to manage the project cost (minimize additional cost) | (1-10) | |
| 2 | Ability to solve problems | (1-10) | |
| 3 | Quality of services provided | (1-10) | |
| 4 | Professionalism and ability to manage (Quick response time) | (1-10) | |
| 5 | Communication | (1-10) | |
| 6 | Ability to follow the users rules, regulations and requirements | (1-10) | |
| 7 | Overall customer satisfaction and hiring again based on performance (comfort level in hiring vendor again) | (1-10) | |
| 8 | Response time | (1-10) | |

TOTAL POINTS _____

Thank you for your time and effort in assisting the vendor in this important endeavor. Please return this questionnaire directly to **Tolleson Union School District** by email to louides.banuelos@tuhsd.org by or before 1:00pm Arizona Time.

Signature

Date

Printed Name

Title

Company Name of Client Being Surveyed

Phone Number / Email

OFFER AND ACCEPTANCE

The Undersigned hereby submits a proposal 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 proposal.

For clarification of this offer, contact:

Company Name

Address

City State Zip

Tax Rate: _____ %
Federal Employed ID No.: _____
DUNS No.: _____

Name: _____
Phone: _____
Fax: _____
Email: _____

Signature of Person Authorized to Sign Offer

Printed Name

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. R7-2-1024(B.1.q) 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, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
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

The Offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 25-08-27.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed from Tolleson Union High School District #214.

Awarded this _____ day of _____ 2024

Authorized District Signature (Tolleson Union High School District #214)

AMENDMENT ACKNOWLEDGMENT

This page is used to acknowledge any and all amendments that might be issued. Any amendments issued within three days of the solicitation due date, will include a new due date to allow for addressing the amendment issues. Your signature indicates that you took the information provided in the amendments into consideration when providing your complete Offer response.

Please sign and date

AMENDMENT NO. 1 Acknowledgement _____

Signature

Date

AMENDMENT NO. 2 Acknowledgement _____

Signature

Date

AMENDMENT NO. 3 Acknowledgement _____

Signature

Date

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

Firm

Authorized Signature

DEVIATIONS AND EXCEPTIONS FORM

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document. Exceptions (mark one):

_____ No exceptions

_____ Exceptions taken (describe –attach additional pages if needed)

The Undersigned hereby acknowledges that there are no deviations/exceptions to this solicitation:

Firm

Authorized Signature

CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer

_____ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary. Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

Firm

Authorized Signature

NO GRATUITY- GIFT AFFIDAVIT

State of Arizona)
)
County of) ss.

_____, affiant,
(Name of individual signing below)

the _____
(Title)

(Vendor Name)

In accordance with ARS 15-213(O), the persons, corporation, or company who makes the accompanying Bid, having first been duly sworn, deposes and says:

That they have not offered, conferred, or agreed to confer any personal gift or benefit to 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 within the Tolleson Union High School District .

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____

Ref: ARS 15-213(N)(O)(P)(S.1a, S.1b)

THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR RESPONSE

CONFLICT OF INTEREST

Company Name _____

Arizona State law (ARS, 38-503) requires you to disclose any substantial interest¹ you or your relatives² have in any Tolleson Union High School District #24 vote, decision, contract, sale or purchase. A Tolleson Union School District #214 Board Member or employee must complete and submit this form promptly when a situation arises or may arise that requires disclosure.

Federal Law (2 CFR 200.112) requires the non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

Are you a Tolleson Union High School District #214 employee? Yes No (If Yes, full solicitation must be done)

Are you a Tolleson Union High School District #214 Board Member? Yes No (If Yes, Please see TUHSD Policy BCB for Instructions)

INITIAL EACH STATEMENT

I understand that if **I** or a **relative** has financial or ownership interest in a Tolleson Union High School District #214 matter, I may **NOT** participate in it in any way for any segment on behalf of the Tolleson Union High School District #214.

I understand that if **I** or a **relative** is employed by, is sales representative for or owns part of a business, company, property or partnership I may **NOT** do any of the following on Tolleson Union High School District #214 behalf:

- Participate in selecting a vendor for the goods or services supplied by the business
- Vote on or approve the award of a contract to the business
- Supervise the work of the business for Tolleson Union High School District #214
- Approve invoices from the business Tolleson Union High School District #214
- Participate in determining that Tolleson Union High School District #214 needs the types of goods or services supplied by the business
- Participate in resolving any contract disputes between the business and Tolleson Union High School District #214

No conflict of interest exists for me at this time. I have no financial and/or ownership interest in any business, company, partnership or property.

Yes, I have financial and/or ownership interest in the following: Business Company Partnership Property

Name of business, company, partnership or property: _____ Phone: (_____) _____

Provide a full description of your financial or ownership interest:

Describe any current or future matters that TUHSD is or may be involved in that affect the interests you identified

In signing this form, I understand that there are criminal and civil penalties for violating State of Arizona and Federal laws relating to conflicts-of-interest.

Name (please print): _____ Telephone: (_____) _____

Signature: _____ Date: _____

¹ "Substantial Interest" Defined: A "substantial interest" is any financial or ownership interest, direct or indirect, that isn't a "remote interest." For instance, employment by a firm creates a substantial interest. The situations that qualify as "remote interests" under law are very limited.

² Persons Covered: The law covers governing members and full-time, part-time and contract employees. Also, any substantial interest of these relatives will be attributed to your: spouse, child, grandchild, parent, grandparent, brother or sister -- whole or half blood -- and their spouses and parents, or a brother, sister or child of a spouse.

Minority/Women Business Enterprise (MWBE)/Historically Underutilized Businesses (HUB)

Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this request for proposal.

Vendor certifies that this firm is a MWBE (Required by some participating agencies) Yes No

Vendor certifies that this firm is a HUB (Required by some participating agencies) Yes No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response in the Response Attachments section.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name _____

Signature of Authorized Company Official _____

Printed Name _____

Date _____

ADDITIONAL MATERIALS SUBMITTED FORM

(Mark One):

_____ No additional materials have been included with this offer

_____ Additional Materials attached (describe—attach additional pages if needed)

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when a Tolleson Union High School District #214 expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between Tolleson Union High School District #214, Member and awarded Vendor (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds:

Initial Certifications that are applicable to comply with the scope and goods and services being rendered in this RFP.

A. Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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 Tolleson Union High School District #214 expends federal funds, Tolleson Union High School District #214 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.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

B. Termination of Cause or Convenience

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

Pursuant to Federal Rule (B) above, when Tolleson Union High School District #214 expends federal funds, Tolleson Union High School District #214 reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Tolleson Union High School District #214 also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Tolleson Union High School District #214 believes, in its sole discretion that it is in the best interest of Tolleson Union High School District #214 to do so. Vendor will be compensated for work performed and accepted and goods accepted by Tolleson Union High School District #214 as of the termination date if the contract is terminated for convenience of Tolleson Union High School District #214. Any award under this procurement process is not exclusive and Tolleson Union High School District #214 reserves the right to purchase goods and services from other vendors when it is in Tolleson Union High School District #214’s best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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 Tolleson Union High School District #214 expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

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 Tolleson Union High School District #214 must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Tolleson Union High School District #214 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.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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 Tolleson Union High School District #214 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 Tolleson Union High School District #214 resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

F. Rights to Invention 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 Tolleson Union High School District #214, Vendor certifies that during the term of an award for all contracts by Tolleson Union High School District #214 resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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 Tolleson Union High School District #214, Vendor certifies that during the term of an award for all contracts by Tolleson Union High School District #214 resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

H. Debarment and Suspension

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Tolleson Union High School District #214, Vendor certifies that during the term of an award for all contracts by Tolleson Union High School District #214 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.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

I. Byrd Anti-Lobbying Amendment

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Tolleson Union High School District #214 Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by Tolleson Union High School District #214 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.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Tolleson Union High School District #214 for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ **Initials of Authorized Representative of Vendor**

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Tolleson Union High School District #214 expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ **Initials of Authorized Representative of Vendor**

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of Tolleson Union High School District #214 not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES _____ **Initials of Authorized Representative of Vendor**

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Tolleson Union High School District #214 has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES _____ **Initials of Authorized Representative of Vendor**

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

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

Does Vendor agree? YES _____ **Initials of Authorized Representative of Vendor**

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

Does Vendor agree? YES _____ **Initials of Authorized Representative of Vendor**

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

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ **Fax Number:** _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date; _____

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

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) _____

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

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

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

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

Requester's name and address (optional) _____

List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

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

Social security number
 [][] - [][] - [][][][][][]

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CERTIFICATE OF INSURANCE - EXAMPLE

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DISTRICT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

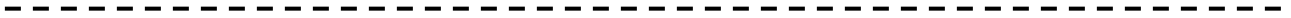
| | | |
|---------------------------------------|----------------|-------------------------------|
| NAME AND ADDRESS OF INSURANCE AGENCY: | COMPANY LETTER | COMPANIES AFFORDING COVERAGE: |
| | A | |
| | B | |
| | C | |
| NAME AND ADDRESS OF INSURED: | D | |

| LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE | COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | DATE POLICY EXPIRES |
|---|----------------|---|---------------|---------------------|
| BODILY INJURY: PER PERSON \$1,000,000.00 EACH OCCURRENCE \$2,000,000.00 PROPERTY DAMAGE \$1,000,000.00 OR BODILY INJURY AND PROPERTY DAMAGE COMBINED \$1,000,000.00 | | COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE) | | |
| SAME AS ABOVE | | COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE) | | |
| NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM | | UMBRELLA LIABILITY | | |
| STATUTORY EACH ACCIDENT \$ 100,000.00 | | WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY | | |
| | | OTHER | | |

THE GLENDAL ELEMENTARY SCHOOL DISTRICT IS ADDED AS ADDITIONAL INSURED AS IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THEREQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE DISTRICT.NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

| | |
|---|--|
| NAME AND ADDRESS OF CERTIFICATE HOLDER: | DATE ISSUED _____ _____ <p style="text-align: center; font-size: small;">AUTHORIZED REPRESENTATIVE</p> |
|---|--|

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR SEALED OFFER PACKAGE



SEALED PROPOSAL

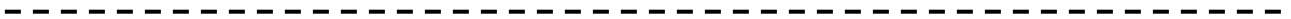
| |
|-------------------|
| Submitted by: |
| Company Name: |
| Address: |
| City, State, Zip: |
| Phone: |
| Email: |

RFP # 25-08-27

Title: Debt Collection Services and Return Check Processing

Due Date: Friday – April 26, 2024, 1:00pm Arizona Time

Tolleson Union High School District #214
Attn: Purchasing
9801 W. Van Buren St.
Tolleson, AZ 85353



CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR SEALED OFFER PACKAGE