Phoenix Union High School District No. 210  
NOTICE OF REQUEST FOR PROPOSAL  
RFP 1-412

MATERIAL AND/OR SERVICE: POST EMPLOYMENT 403B

Proposal Due Date and Time: APRIL 26, 2012, AT 2:00 p.m. Local time

Opening Location:  
Phoenix Union High School District  
Purchasing Department  
4502 N. Central Avenue, Room 438  
Phoenix, AZ  85012

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, Proposal for the material or services specified will be received by the Phoenix Union High School District No. 210, at the above specified location, until the time and date cited. Proposal received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. If you need directions to our office, please call 602-764-1400.

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.

This RFP is being done by the Phoenix Union High School District 210 and Glendale Union High School District as members of the Strategic Alliance for Volume Expenditures (SAVE), member school Districts are listed below.

While this Proposal is for the Phoenix Union High School District and Glendale Union High School District, other school districts have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Members of “SAVE”, a group of schools have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible School Districts, recognizing potential equipment, logistical and capacity limitations by Offeror may limit “piggybacking” of this award. Individual school districts would negotiate their own plan documents with successful Offerors using the Proposal pricing specified herein. No volume is implied or guaranteed.

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

Questions regarding this Request for Proposal should be via e-mail and directed to: Bonnie Gonzalez

Bonnie Gonzalez  
Date
602-764-1404  
602-271-3543  
bgonzalez@phoenixunion.org

RFP 1-412
S.A.V.E. --- The following school districts have Cooperative Purchasing Agreements

**School Districts**
Agua Fria Union High School District # 216  
Alhambra Elementary School District # 68  
Altar Valley School District #51  
Amphitheater Unified School District #10  
Antelope Union High School #50  
Apache Junction Unified School District # 43  
Arlington Elementary School District #47  
Avondale Elementary School District #44  
Balsz Elementary School District #31  
Benson Unified School District #26  
Bisbee Unified School District #2  
Blue Ridge Unified School District #32  
Bonita School District #6  
Buckeye Elementary School District #33  
Buckeye Union High School District #201  
Bullhead City Elementary School District #15  
Camp Verde Unified School District #28  
Cartwright Elementary School District #83  
Casa Blanca Middle School dba Vah Ki Middle School  
Casa Grande Elementary School District  
Casa Grande Union High School District  
Catalina Foothills Unified School District #16  
Cave Creek Unified School District #93  
Cedar Unified School District #25  
Chandler Unified School District # 80  
Chinle Unified School District #24  
Chino Valley Unified School District #51  
Clarkdale-Jerome School District #3  
Coconino County Regional Accommodation District #99  
Colorado River Union High School District  
Continental Elementary School District #39  
Coolidge Unified School District #21  
Cottonwood-Oak Creek School District #6  
Crane Elementary School District # 13  
Deer Valley Unified School District #97  
Double Adobe Elementary School District #45  
Douglas Unified School District #27  
Dysart Unified School District # 89  
East Valley Institute of Technology  
Eloy Elementary School District #11  
Elfrida Elementary School District #12  
Flagstaff Unified School District # 1  
Florence Unified School District # 1  
Flowing Wells Unified School District #8  
Fort Huachuca Accommodation School District  
Fort Thomas Unified School District #7  
Fountain Hills Unified School District #98  
Fowler Elementary School District #45  
Gadsden Elementary School District # 32
Ganado Unified School District #20
Gila Bend Unified Schools
Gilbert Unified School District #41
Glendale Elementary School District #40
Glendale Union High School District
Globe Unified School District #1
Grand Canyon Unified School District #4
Hackberry Elementary School District #3
Heber-Overgaard Unified School District #6
Higley Unified School District #60
Holbrook Unified School District #3
Humboldt Unified School District #22
Hyder Elementary School District #6
Indian Oasis-Baboquivari School District #40
Isaac Elementary School District # 5
J.O. Combs Elementary School District #44
Joseph City Unified School District #2
Kayenta Unified School District #27
Kingman Unified School District #20
Kyrene Elementary School District #28
Lake Havasu Unified School District # 1
Laveen Elementary School District #59
Liberty Elementary School District #25
Litchfield Elementary School District #79
Littlefield Unified School District #9
Littleton Elementary School District #65
Madison Elementary School District #38
Maine Consolidated School District
Mammoth-San Manuel Unified School District #8
Marana Unified School District #6
Maricopa Regional School District #509
Maricopa Unified School District
Mayer Unified School District #43
Mesa Unified School District # 4
Mobile Elementary School District #86
Mohave Valley Elementary School District #16
Mohawk Valley School District # 17
Morenci Unified School District #18
Murphy Elementary School District #21
Naco Unified School District #9
Nadaburg Elementary District #81
Nogales Unified School District # 1
Osborn Elementary School District #8
Page Unified School District #8
Palo Verde Elementary School District #49
Paradise Valley Unified School District #69
Parker Unified School District #27
Patagonia Elementary School District #6
Patagonia Union High School District #92
Payson Unified School District #10
Peach Springs Unified School District #8
Pendergast School District #92
Peoria Unified School District #11
Phoenix Elementary School District #1
Phoenix Union High School District #210
Picacho Elementary School District #33
Pima Unified School District #6
Pine Strawberry Elementary School District #12
Survey Information

While all members of SAVE are eligible to use these contracts, only School Districts Are eligible for 403B investments. The following Districts have specifically expressed an interest in using these contracts via survey conducted electronically by the lead district(S). The annual estimated number of retirees for each district is listed for the convenience of the bidders.

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<tr>
<th>DISTRICT</th>
<th>ESTIMATED ANNUAL RETIREES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phoenix Union High School District</td>
<td>100</td>
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<tr>
<td>Glendale Union High School District</td>
<td>44</td>
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<tr>
<td>Agua Fria Union High School District</td>
<td>14</td>
</tr>
<tr>
<td>Roosevelt School District</td>
<td>325</td>
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<td>Apache Junction Unified School District</td>
<td>30</td>
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DOCUMENTS REFERENCED:

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

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

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

SPECIAL TERMS AND CONDITIONS

1. **District Representative**

   In accordance with the “Uniform Instructions To Offerors,” paragraph seven, the District Representative is Bonnie Gonzalez, Division Manager of Purchasing/Supply and Property.

2. **Purpose**

   **403b Post Employment Special Pay** allows employers to take employee termination pay like sick leave and vacation pay and direct those monies to a 403b account for the employee. Post-Employment 403b calendar limits are higher but reduced by any 403b monies employee invested during the calendar year. Employers have 5 years in which to pay the benefits.

   In implementing the plan
   - Employers must identify the employee group(s) that are eligible
     - Example groups
       - Post-employment benefits of at least $5000
       - Age 55 or greater
         - Age 55 and fully retired allows employees to cash out without a 10% IRS penalty
         - Age 55 plus post-employment benefit of at least $5000
   - Employees in the group **cannot opt out** of the plan
     - Employees can choose investment options
     - Employees can choose to cash out of the 403b after the monies have been posted to the plan
       - Subject to Federal and State taxes
       - If less than age 55 then could be subject to 10% IRS penalty

3. **Insurance**

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

   Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage with a deductible of not more than $5,000 and naming Phoenix Union High School District No. 210 as an additional insured party.

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

4. **Licenses**

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

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

All items supplied on this contract 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. **Fingerprinting**

A full set of fingerprints will be required for this contract, please refer to paragraph sixteen (16) under “Uniform General Terms and Conditions.” The fingerprints must be received before commencement of any work.

7. **Evaluation Schedule**

The Proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The Proposals with the highest scores may be interviewed to determine the best interests of the District.

8. **Terms of Award**

It is the intent of the District to award a multi-term contract, beginning July 1, 2012. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to four additional one-year contracts.

The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.

9. **Contract Award**

A contract under this Proposal will be awarded to a single Offeror.

11. **Award Basis**

The successful Offeror will be determined by evaluation criteria including but not limited to pricing, or other incentives offered. Award will not be made based on price alone.

12. **Evaluation**

Evaluation criteria are listed below in their relative order of importance:

- Customer Service/Marketing
- Plan Design/Product Selection
- Corporate History/Project Personnel
- Fees/Cost
- References
- Licensing/Compliance
- District Support
- Value-Added Services
- Exceptions to the Terms and Conditions of this Request for Proposal
14. **Offeror Required Contract**

Please include a sample Plan document with Proposal.

15. **Local Representative**

It is preferred that the Offeror have a LOCAL field representative available at all times during the contract period. If Offeror and representative(s) are out of town, costs listed on the Cost Proposal (page 18) MUST include travel costs. The District does not want to have separate reimbursable expenses.

16. **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.

17. **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 the District will refer to the RFP number of this Proposal.

18. **Price Clause**

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

After initial contract term and prior to any contract renewal, the District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The Offeror shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the District.
PHOENIX UNION HIGH SCHOOL DISTRICT
RFP # 1-412

The Phoenix Union High School District and Glendale Union High School District (collectively the “District”) are seeking proposals from companies (Offerors) to offer District a Post-Employment 403(B) program.

Investment Types:
- Fixed Fund Investments
- Mutual/Variable Fund Investments

Investment Methods:
- Direct Fund Investment (Internet Enrollment – non Broker/Advisor)
- Advised Fund Investments (Brokers/Advisors)

This is a Strategic Alliance for Volume Expenditures (SAVE) proposal. Districts listed on page 5 have expressed an interest in participating in the resulting award(s).

The successful Offeror(s) must agree to sign the individual District’s Hold Harmless Agreement, Plan Documents and Service Provider Agreement providing for the necessary information required to meet IRS Regulations.

IMPLEMENTATION TIMELINE
Analysis, Finalists Selected: Early May 2012
Tentative Finalist Meetings/Presentations: Late May 2012
Governing Board Approval: June 2012

SCOPE OF WORK
- In selecting Offerors, the District is analyzing plan balance, investment variety, and plan diversity.
- The evaluation team members for the District are not industry experts and thus each response must be written in understandable terms.
- The responses to this RFP are to be
  - Limited to questions asked in this RFP
  - Referenced and answered in the order of the questions listed in this RFP
  - Any other pertinent data should be isolated and included under Value Added Service.
- Any Plan Documents, Hold Harmless Agreements, Service Agreement, Enrollment forms/Packets or other data are to be included as an appendix.

Provide details and exceptions as necessary for each of following questions

GENERAL REQUIREMENTS:

1. Offeror shall have shown significant experience administering public sector retirement plans and have a significant level of assets managed in public sector retirement plans.

2. Offeror and their representatives shall be forbidden to sell ancillary products such as life insurance to participants without the express written consent of the Phoenix Union High School District (District).

3. Participant data is the sole property of the Phoenix Union High School District and it may not be used to market other products or be sold to other organizations without the express written consent of the District.

4. Offeror shall have a broad range of investment options available to participants including, at minimum, a fixed income fund, and a variable investment (mutual) fund.
5. Offeror shall accept full responsibility for processing errors it makes that are reported within a reasonable period of time. In the event the participant incurs a loss or a lost opportunity due to such an error, the vendor shall adjust the participants account to the same level as if the processing error had not occurred.

6. Offeror shall comply with all components of this RFP. Unless noted in your cover letter, it is assumed that by submitting a response to this RFP, your response conforms to all specifications in stated in the scope of work. After final selection, the proposal of additional terms may not be considered.

7. Offeror shall be capable of electronic transfer of funds (EFT) and electronic submission of remittance data (participant contributions). In addition, Offeror shall comply with any future common remitting distribution of contributions.

8. The District seeks to limit the number of selling representatives/agents/brokers. Offeror shall comply with limited number of authorized representatives /agents/brokers assigned to the District and shall supply and update as necessary authorized representatives /agents/brokers list for distribution to District participants.

For Offerors proposing a local service element, the Offeror must identify and maintain a Representative of Record responsible for no more than three (3) representatives available to the employees of the District. This person must be empowered to bar a representative from conducting business with the District employees for the purpose of funding their accounts, if deemed necessary by the Offeror or upon the request of the District. The District expects that any breach of the District rules, County, State or Federal laws on part of a Offeror representative will be dealt with in a timely manner upon receipt of a formal complaint from the District; and a written response to such complaint will be filed within 30 days with the District.

The Offeror must maintain an office in the greater Phoenix area and/or a toll free number for the benefit of participants.

The Offeror or its representatives must not represent or imply that they are endorsed by, or work for, the District, the Superintendent, or the County, or imply that they are endorsed by the Arizona State Retirement System or Department of Insurance of the State of Arizona, in either written or oral communications.

The Offeror(s) and representatives must understand that the principal/worksite supervisor of each facility will determine when, where and how access to employees during business hours will be given, if any.

For Offerors not proposing a local service element, the Offeror must maintain an adequate alternative distribution and participant service system for the Plans. The Offeror must demonstrate the ability to promote participation in the Plans and deliver all pertinent information about the Plan to all employees. The Offeror shall also demonstrate the ability to respond to the service requests of all participants on a timely basis.

9. Offeror(s) shall assist the District in designing a single common plan document for all successful Offerors and the District (preferred) or a plan document for each successful Offeror and the District (multiple plan documents).
   • Offeror must submit a sample Plan Document

10. Upon selection of plan, Offeror(s) will enter into a Hold Harmless Agreement with the District regarding appropriate aspects of the vendor and plan sponsor relationship. The District Hold Harmless Agreement is included in this RFP in appendix A. If your company is unwilling to sign the District Hold Harmless Agreement, provide an example Hold Harmless Agreement for your company.

CORPORATE HISTORY/PROJECT PERSONNEL

11. Please state the name of your company, home office address, local business address and the name, address and telephone number and company title of the local contact person for your proposal. Describe the ownership
structure of your company and any subsidiaries it may have. Identify parent company or affiliates of the Offeror and identify any affiliated business enterprise.

12. Provide most recent ratings (state years) for each of the agencies listed below:
   - AM Best
   - Standard and Poor’s
   - Moody’s

13. What has been the scope and length of your experience with public school systems? What portion of your company’s total business is devoted to public school district retirement programs? Please indicate total number of employers and participants you currently serve; the number of public school systems; any endorsement and/or national cases.

14. Describe your overall corporate philosophy and unique services and how that would benefit the District.

15. Provide an organization chart for the team that will serve our plan. Provide brief resume of each individual who will serve our plan including years of experience with plan implementations.

16. In regards to 403(b) regulations, describe what your company will do to assist the District in complying.

17. Describe any SEC or other regulatory violations or investigations that your firm has incurred in the past five years.

**LICENSING/COMPLIANCE**

18. Has your company been involved in litigation in the last five years or is there any pending litigation arising out of your performance or participation or services with respect to any defined contribution plan? If yes, please describe. (Exclude routine interpleader actions, garnishments and similar routine matters involving participants and beneficiaries that do not reflect on your performance.)

19. Have there been any instances of “after-market trading” or “market timing” complaints brought against your firm? If yes, please explain in detail and describe what has been or will be done to ensure that these trading abuses do not occur in the future. Please also describe any restitution pools and methods of distribution for any settlements.

20. Has your company been cited or threatened with citation within the last five years by any federal or state regulators for violations of any state or federal law or impending regulation? If yes, please describe in detail. Responses should include former subsidiaries and affiliates of your company.

21. In the past five years, has your company had: 1) a license to do business; 2) an agent/broker license; or 3) any other insurance license, revoked or suspended? If yes, please describe.

22. In the past five years, has your company ever been reprimanded by a licensing agency? If yes, please describe.

23. Is your company currently, or has it been in the past two (2) years, under investigation by any regulatory, licensing or other governmental agency? If the answer is yes, please disclose the result or outcome of that investigation.

**CUSTOMER SERVICE/MARKETING**

24. Describe your company’s commitment to quality and your philosophy/approach to client services and satisfaction.

25. Describe your company’s marketing approach.

26. Describe your company’s method for initial “Roll Out” (plan introduction) to District employees.
27. If selected, are you willing to “Roll Out” your plan along with the other selected Offeror?

28. Describe your suggested method of communication and enrollment of participants in the program.
   a. Supply sample enrollment packet

29. Describe in detail how your company determines investor risk tolerance and how investments are introduced and decided upon

30. Can individual districts choose to allow/not allow loans and hardship withdrawals?

31. Describe your company’s loan and/or hardship withdrawal process.
   ● Participant request
   ● Process time
   ● Penalties and fees
   ● Whether or not continued contributions are allowed
   ● District notification if required
   ● Repayment method and time lines
   ● Other details as necessary

32. Provide answers for the following scenarios with post-employment benefit of $10,000:
   a. Where the employee wants to cash out
      i. Plan costs before federal and state taxes
      ii. Timeline
   b. Where the employee wants to roll out to another plan
      i. Plan costs before monies sent to another plan
      ii. Timeline
   c. Where the employee wants to leave monies with the plan provider
      i. Initial plan costs prior to fund investments

33. Describe how your company processes distributions
   ● Lump sum
   ● Systematic payment/installments
   ● Annuities
   ● Rollovers to and from other plans
   ● Minimum Distributions
   ● Other types, if any

34. Describe your company’s loan and/or hardship withdrawal process.
   ● Participant request
   ● Process time
   ● Penalties and fees
   ● Whether or not continued contributions are allowed
   ● District notification if required
   ● Repayment method and time lines
   ● Other details as necessary

35. Provide answers for the following scenarios with post-employment benefit of $10,000:
   a. Where the employee wants to cash out
      i. Would want to know the plan costs before federal and state taxes
   b. Where the employee wants to roll out to another plan
      i. Would want to know the plan costs before monies sent to another plan
   c. Where the employee wants to leave monies with the plan provider
      i. Would want to know if there are any initial plan costs prior to fund investments
36. Can immediate distribution requests be processed on an electronic funds transfer basis directly to the participant’s bank account?

37. Does your plan comply with EGTRRA and all other federal tax laws relating to 403(b) plans?

38. What confirmations do you mail the participants? What confirmations are made available online to participants and how quickly are confirmations sent to the participants.

39. Describe your capabilities to prepare plan documents and who is responsible for maintaining the integrity of documents. What fees are associated with the establishment and on-going maintenance of the documents?

40. Account representatives shall attend benefit committee meetings as requested. Do you have bilingual account representatives and promotional materials?

41. Describe how you interact with plan sponsors on a daily basis and how you minimize a plan sponsor’s workload through automation.

42. Does your company maintain an office in the greater Phoenix area with personnel for the purpose of providing local service to District employees? If yes, provide contact(s), address and phone number(s).

43. Does your company offer an Internet enrollment to participants? If yes, provide complete details.

44. Does your company offer Internet account access to participants. If yes, describe what is available to participants and what changes, if any, they are able to make to their accounts.

45. Provide the name, address and qualifications of the assigned Representative of Record for the District and up to three (3) additional representatives who will be responsible for management and service of the Plans. Describe the credentials and experience of the individuals you will assign to the District.

46. Describe the process for answering account questions and resolving problems at both the participant and District levels.

47. Describe reporting and intervals (annual, quarterly, etc.) to both plan participants and the District.

50. How soon after the end of each period do you provide a sample statement?

51. Describe the process for ACH transfer of funds and electronic transfer of remittance data (participant contributions).

52. Are there any time restrictions imposed on participants who transfer from the fixed account to other investment accounts?

53. Does your firm offer common remitter services and/or plan administrator services. Please describe.

**PLAN DESIGN/PRODUCT SELECTION**

54. As briefly as possible, describe the plan and list the major points/benefits of the plan that your company is proposing to the District.

55. Does your company offer traditional 403(b) products in both fixed income and variable return products?

56. Describe the process for rollovers/transfers under the following circumstances. Include and any known fees, commissions, charges, costs, expenses, and/or penalties.

57. Transfer/rollover from an existing participant with your company to the plan now being offered by your company.
58. Transfer/rollover from a different approved Offeror to the plan being offered by your company. An approved
Offeror would be another company who responded to this RFP and was selected.

59. Transfer/rollover from different non-approved Offeror to the plan being offered by your company. A non-approved
Offeror would be a company who either did not respond to this RFP or who responded to this RFP and was not
selected.

Fixed Income Products

62. List all fixed income products being offered in this proposal. The District is analyzing plan balance, investment
variety, and diversity.

63. Indicate product type; Fixed Annuity, Money Market, etc…

64. Indicate investment type, traditional 403(b)

65. Indicate current guaranteed percentage rate of return.

66. If product is not listed on Morningstar, describe the product, risk factor(s), other pertinent details, and indicate rate
of return for the past 10 years.

67. Indicate if rates are subject to market value adjustment for early withdrawals or surrender.

68. For fees, commissions, charges, costs, and/or expenses reflected as a percentage of investment, provide an
annualized total percentage of ALL fees, commissions, charges, costs, and/or expenses for each product listed.

69. For fees, commissions, charges, costs, and/or expenses reflected as a dollar amount, provide an annualized total
dollar amount of ALL fees, commissions, charges, costs, and/or expenses for each product listed.

70. Are there any deferred sales charges?

Variable Return Products

71. List all variable investment products being offered in this proposal. The District is analyzing plan balance,
investment variety, and diversity.

72. Indicate product type; Mutual Funds, Stocks, etc…

73. Indicate investment type, traditional 403(b)

74. If product is not listed on Morningstar, describe the product, risk factor(s), other pertinent details, and indicate rate
of return for the past 10 years.

75. For fees, commissions, charges, costs, and/or expenses reflected as a percentage of investment, provide an
annualized total percentage of ALL fees, commissions, charges, costs, and/or expenses for each product listed.

76. For fees, commissions, charges, costs, and/or expenses reflected as a dollar amount, provide an annualized total
dollar amount of ALL fees, commissions, charges, costs, and/or expenses for each product listed.
77. How many investment vehicles are offered? Please disclose the annual return for each option for a 1, 3, 5 and 10 year period for the most recent month-end.

78. Do you offer a mutual fund platform that can be customized for the District.

79. List and provide historical performance data for the active mutual funds you propose to offer through the program.

FEES/COSTS

80. Offeror shall make available to the District ALL fees, commissions, charges, costs, expenses, and/or penalties associated with the proposed plan.
   ● For fees, commissions, charges, costs, and/or expenses reflected as a percentage of investment, provide an annualized total percentage of ALL fees, commissions, charges, costs, and/or expenses.
   ● For fees, commissions, charges, costs, and/or expenses reflected as a dollar amount, provide an annualized total dollar amount of ALL fees, commissions, charges, costs, and/or expenses.

81. List any (quarterly, annually, etc…) management fees, commissions, charges, costs, and/or expenses that are charged against a participants total account/portfolio.

82. List any fees, commissions, charges, costs, expenses, and/or penalties when assets are reallocated by either the participant or the company.

83. List all instances where sales charges would apply.

84. List all instances where penalties would apply.

85. List all instance where deferred sales charges would apply.

86. Describe any fees or charges assessed to the plan sponsor.

87. Do you provide for a rollover of funds from your plan into another Offeror’s program? Are there any fees associated with rollovers?

REFERENCES

Provide five (5) references of public school district clients. Include contact name, title, telephone and e-mail address.

DISTRICT SUPPORT

Describe in detail District resources required to establish plan. Include type of information that will be required and formats.

VALUE ADDED SERVICES

List any additional services that District(s) may be interested in contracting with your firm.
Proposal Submittals

Submittal Requirements

Two (2) hard copies and twelve (12) digital copies of your proposal must be submitted. Digital copies may be PDF or Microsoft Office compatible documents.

The Phoenix Union High School District will not assume responsibility for any costs related to the preparation or submission of the proposal. In order for your proposal to be considered, the following should be included and should be referenced with index tabs:

Tab 1.
A. Customer Service/Marketing Plan
B. Plan Design/Production Selection
C. Corporate History/Project Personnel
D. Fees/Cost
E. Licensing/compliance
F. District Support
G. Value-Added Services
H. Exceptions to the Terms and Conditions of the Request for Proposal

Tab 2. The form of contract for any award made as a result of this proposal will be a Plan Document referencing this RFP and your Proposal Response, 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 your firm will require the District to sign an additional or separate contract, a copy of the proposal contract must be included with the proposal.

Tab 3. Proposal Cost Form

Tab 4. Offer and Acceptance Form

Tab 5. References

Tab 6. Deviation & Exceptions; Addenda Acknowledgement; Non Collusion Affidavit; Drug Free workplace Certification; Vendor Disclosure Form and W-9
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.)*

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.

*Note:* Per Special Terms & Conditions (Page 9 # 15): If Offeror and representative(s) are out of town, costs listed on the Cost Proposal MUST include travel costs. The District does not want to have separate reimbursable expenses.

The 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? _____________________

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Date Signed</th>
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<tr>
<td>Authorized Signature/Local Representative</td>
<td>Telephone/Fax Number</td>
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<tr>
<td>Type Name and Position Held with Company</td>
<td>E-Mail Address</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>City</td>
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</table>
PROPOSAL OFFER AND ACCEPTANCE

OFFER

The Undersigned hereby Proposes 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.

Arizona Transaction (Sales) Privilege Tax License No.: __________________________

For clarification of this Proposal, contact:

Name: __________________________

Phone: __________________________

Fax: __________________________

E-Mail: __________________________

Company Name: __________________________

Signature of Person Authorized to Sign Proposal: __________________________

Address: __________________________

Printed Name: __________________________

City: __________________________

State: __________________________

Zip: __________________________

Title: __________________________

CERTIFICATION

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

1. The submission of the Proposal did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-391, the Offeror does not have scrutinized business operations in Sudan.
6. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
7. In accordance with A.R.S. § 35-393, the Offeror does not have scrutinized business operations in Iran.
8. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
Phoenix Union High School District #210
RFP 1-412

PROPOSAL OFFER AND ACCEPTANCE (Cont’d)

ACCEPTANCE

The Proposal 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 Proposal as accepted by the School District.

This contract shall henceforth be referred to as Contract No. 1-412

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

Awarded this _______________ day of___________________________ 20________

___________________________________________________________
Authorized Signature
DEVIATIONS AND EXCEPTIONS

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)

CONFIDENTIAL/PROPRIETARY SUBMITTALS

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 (see Uniform Terms and Conditions, paragraph 19). 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.

ADDITIONAL MATERIALS SUBMITTED

(Mark One):

_________ No additional materials have been included with this offer

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

________________________________________________________

Firm

________________________________________________________

Authorized Signature
Phoenix Union High School District #210
RFP 1-412
Post-Employment 403B

ADDENDA ACKNOWLEDGMENT

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

Please sign and date

ADDENDA NO. 1 Acknowledgement ____________________________________________________________________________________________

Signature __________________ Date __________

ADDENDA NO. 2 Acknowledgement ____________________________________________________________________________________________

Signature __________________ Date __________

ADDENDA NO. 3 Acknowledgement ____________________________________________________________________________________________

Signature __________________ Date __________

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

________________________________________________________
Firm

________________________________________________________
Authorized Signature
NON-COLLUSION AFFIDAVIT

State of Arizona

County of

________________________________

________________________________

_____________________, affiant,

the ________________________________________

________________________________

(Title)

________________________________

(Contractor/Offeror)

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

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

________________________________

________________________________

(Title)

Subscribed and sworn to before me

this _______ day of ____________________, 20________

________________________________

Signature of Notary Public in and for the

State of ______________________________________

County of _____________________________________
DRUG-FREE WORKPLACE CERTIFICATION

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

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifies the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under Bid, a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this offer, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY NAME

______________________________

OFFEROR'S SIGNATURE

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

(This Form Must Be Submitted With Bid)

Background

Name: _______________________________________________________________________________
Address: _____________________________________________________________________________

Telephone No. Facsimile No.

Year Established Year Established in Arizona

● Provide the names of the person(s) who will be responsible for day-to-day service:

Principal Alternate (if any)

REFERENCES

<<References will be checked and used as part of the evaluation criteria.>>

● Provide a list of at least three current local references your firm has serviced over two years for accounts of a similar nature and size in regard to program design and format:

<table>
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<tr>
<th>Company</th>
<th>Contact</th>
<th>Telephone No.</th>
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</table>
Phoenix Union High School District #210  
RFP 1-412  
Post-Employment 403b

VENDOR DISCLOSURE FORM

Please mark the appropriate category below:

ORGANIZATIONAL STRUCTURE:

Individual/Sole Proprietor □  Partnership □

Corporation □  Non-Profit Agency □

Government Agency □  Public Utility □

SMALL BUSINESS INDICATORS:

Small  Women Owned
per A.R.S. § 41-1001.1a per A.R.S. § 41-1504.16

Minority Owned Disabled
per 15CFR 1400.2 (a) per A.R.S. § 41-1492.5

For District Pro-Active Affirmative Action Statistical Information this form MUST be submitted with your bid at the time of the proposal opening.
**Part I  Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. 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 2. 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 2.

Note: if the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

<table>
<thead>
<tr>
<th>TIN</th>
<th>Social security number</th>
<th>or</th>
<th>Employee identification number</th>
</tr>
</thead>
</table>

**Part II  Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest 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 2.)

<table>
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<tr>
<th>Sign Here</th>
<th>Signature of U.S. person</th>
<th>Date</th>
</tr>
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**Purpose of Form**

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding.
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay the IRS 30% of such payments after December 31, 2001 (25% after December 31, 2003). This is called “backup withholding.” Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payments and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

**Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties, including fines and imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.
STATEMENT OF NO BID

If you are not responding to this service/commodity, please complete and return only this form to: Phoenix Union High School District, 4502 N. Central Avenue, Room 438, Phoenix, AZ  85012, or fax it to the attention of the Purchasing Department at 602-271-3543. (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 District.

COMPANY NAME: ____________________________________________________________

ADDRESS: ___________________________________________________________________

CITY: ______________________ STATE: _______ ZIP: _________________

CONTACT PERSON: ______________________ TELEPHONE: _____________________

We, the undersigned, have declined to respond to your RFP? <RFP Number> for? <Name of Solicitation> 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 schedule would not permit us to perform.

_______ Unable to meet all insurance requirements

_______ Other. (Specify below)

REMARKS: __________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________

SIGNATURE: ___________________________ DATE: ___________________
UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

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

A. “Attachment” means any item the Solicitation requires an Offeror to submit as part of the Proposal.

B. “Contract” means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Proposal and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

C. “Contract Amendment” means a written document signed by the School District that is issued for the purpose of making changes in the Contract.

D. “Contractor” means any person who has a contract with the School District.

E. “Days” means calendar days unless otherwise specified.

F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

G. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

H. “Offeror” means an Offeror who responds to the solicitation.

I. “Procurement Officer” means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/her designee.

J. “Responsible Offeror” means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.

K. “Responsive Offeror” means the Offeror who submits a Proposal that conforms in all material respects to this Request For Proposals, Instruction to Offerors and the Plans and Specifications which are incorporated herein by this reference.

L. “Solicitation” means a Request for Proposal (RFP).

M. “Solicitation Amendment (or Addendum)” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

N. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

O. “School District” means the School District that executes the contract.

2. Inquiries

A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Proposal and not be opened until after the Proposal due date and time.

D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.

E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to inquiries.

F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.

G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

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

3. Proposal Preparation

A. Forms: No Facsimile or Electronically Submitted Proposals. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile or electronically submitted Proposal shall be rejected.

B. Typed or Ink; Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror’s preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.

E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities in the Proposal.
F. **Cost of Proposal Preparation.** The District will not reimburse any Offeror the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda.** Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Proposal.

H. **Federal Excise Tax.** School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

I. **Provision of Tax Identification Numbers.** Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.

J. **Identification of Taxes in Proposal.** School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District will conclude that the price(s) offered includes all applicable taxes.

K. **Disclosure.** If the Firm, business, or person 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.

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

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

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

4. **Submission of Proposal**

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

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

C. **Public Record.** Under applicable law, 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 Proposals deemed to be confidential by the School District. If an Offeror believes that information
in its Proposal should remain confidential, it shall stamp as confidential that information and submit a statement with its Proposal detailing the reasons that information should not be disclosed. The School District shall make a determination on whether the stamped information is confidential pursuant to the School District’s Procurement Code.

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

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

5. Additional Proposal Information

A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. Taxes. All applicable taxes in the Proposal will be considered by the School District when evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

C. Late Proposals. A Proposal submitted after the exact Proposal due date and exact time shall be rejected.

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 number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).

F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. Waiver and Rejection Rights. Notwithstanding any other provision of 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. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District’s interest, “all or none” Proposals shall be rejected.

B. Contract Commencement. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the District with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
C. **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.

D. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

7. **Protests**

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

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

1. Contract Interpretation

A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

E. No 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 years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. Audit. Pursuant to A.R.S. § 35-214 at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any Subcontractor’s books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

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

E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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

3. Costs and Payments

A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.

B. Applicable Taxes.

1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.

2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District.

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

4. Contract Changes

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

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
C. **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

5. **Risk and Liability**

A. **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. **General Indemnification.** To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

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

D. **Force Majeure.**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the 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 any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.
6. **Warranties**

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

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

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

C. **Fitness.** The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing.** The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District.

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

F. **Compliance with Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

G. **Survival of Rights and Obligations after Contract Expiration or Termination.**

1. **Contractor’s Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. **School District’s Contractual Remedies**

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

1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

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

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

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

8. **Contract Termination**

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

B. **Gratuities.** The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

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

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

E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.

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

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

9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and AAC R7-2-155 through R7-2-1181 and rules adopted there under.

10. Gift Policy

The District will accept no gifts, gratuities or advertising products from Offerors. The District has adopted a zero tolerance policy concerning Offeror gifts. District procurement staff may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

11. 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 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.

12. Offshore Performance

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
13. **Contractor’s Employment Eligibility**

By entering the contract, Contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any Contractor or Subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the contractor.

14. **Terrorism Country Divestments**

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

15. **Scrutinized Business operations**

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

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

16. **Fingerprint Checks**

Per A.R.S. 15.512, a Contractor, Subcontractor or Vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to A.R.S. Title 41, Chapter 12, Article 3.1. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

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

Additionally, contractor shall comply with the governing board fingerprinting policies of each individual School District.

17. **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.
18. **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, a statement advising the School District of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

Pricing: The District will not consider pricing to be confidential or proprietary.

Public record: All Proposals submitted in response to this solicitation shall become the property of the School District. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official by appointment.

19. **Bidder Registration**

All Bidders are required to be a registered vendor before a contract can be awarded. Bidders must register online at [www.azpurchasing.org](http://www.azpurchasing.org). For information or questions regarding vendor registration contact Bonnie Gonzalez, Division Manager of Supply and Property Division, 4502 N. Central Avenue, Phoenix, AZ 85012, telephone 602-764-1405, fax 602-271-3543 or by email at bgonzalez@phoenixunion.org.

For all intents and purposes, registering with AZPurchasing is the same as submitting a vendor registration certificate with the bid submittal documents. Both methods fulfill the requirement on filing the vendor registration onsite with the Phoenix Union High School District’s Purchasing Department.

20. **Award Notification**

All award notifications will be posted online at [www.azpurchasing.org](http://www.azpurchasing.org) after Governing Board approval.