

**OSBORN SCHOOL DISTRICT NO. 8**

**June 17, 2008**

**Board Meeting**

***Children want knowledge, challenge and recognition.  
Parents want independent, passionate learners in a safe environment.  
This is our mission.***

**Agenda Item Number –**

**Agenda Item**

**Ratify/Renew RFP’s for Auto/Bus Glass Replacement, Repair of Kitchen Equipment, Contracted Special Services for Students, Contracted Nursing Services, Architectural Services, Water Treatment Services, Contracted Substitute Teacher Services**

For Board:     Action             Discussion             Information

**Background**

Procurement regulations mandate that School Districts follow certain procedures in regard to purchasing products and/or services in excess of \$33,689. Purchases that exceed this volume must be purchased through a formal bidding process. Compliance with the regulations can be met by “tagging” onto a consortium bid or going out for a bid ourselves. The awards for all bids are for a one-year period with the option to renew for up to four additional one-year periods. Essentially, if a vendor’s performance is satisfactory, the District can contract with them for five years through the use of a bid. However, we are required to excise our renewal rights each year of the bid. Attached is a listing of several RFPs that are being recommended for renewal.

Please note that renewals for several of the items on the list are past due. The finance department is requesting that these items be ratified since the renewal is essentially “after-the-fact”.

**Legal**

Arizona Administrative Code R7-2-1093

**Budget Impact**

**Recommendation**

*How will approval of this item improve student learning? What evidence do we have/need?*

*This item is:*     *important*                     *urgent*                     *not important*

*This item is:*     *highly related to student achievement*                     *somewhat related*                     *not related.*

*Time spent:* \_\_\_\_\_

It is recommended that the Governing Board ratify and/or renew the listing of RFPs as presented.

Moved \_\_\_\_\_                    Seconded \_\_\_\_\_                    P/F

**OSBORN SCHOOL DISTRICT**  
**RFP 2007-14 Kitchen Equipment Repair Services Bid Summary**  
**Renewal #1 (7/10/08 thru 7/9/09)**

<b>Service</b> →	<u>Hourly Rate</u>	<u>Trip Charge</u>	<u>Parts Discount</u>
<b>Vendor</b> ↓			Manufacturer's List Price
Byassee Equipment Inc.	63.00	50.00	
Arrowhead Commercial Equipment	76.00	60.00	10%
Authorized Commercial Service	79.00	74.00	15%
AAA ArcticZona	60.00	40.00	20%
Andrews Refrigeration	69.00	69.00	25%
Pro Tec*	68.00*	15.00	10%

\*Price increase for Renewal #1

*Osborn School District #8*  
**NOTICE OF REQUEST FOR PROPOSAL (OR INVITATION FOR BID)**

Material and/or Service: **2007-14 KITCHEN EQUIPMENT REPAIR SERVICES**

Proposal DUE DATE: June 1, 2007 Time: 10:30 AM

Opening Location: Osborn School District  
1226 W. Osborn Rd.  
Phoenix, AZ 85029

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposals for the material or services specified will be received by the *Osborn School District*, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office**, please call *Juan Corral @602-707-2023 or Pattie Johns @ 602-707-2022*.

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

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

**This Proposal is being done by the *Osborn School District* as a member of the Greater Phoenix Purchasing Consortium of Schools "GPPCS". While this Proposal is for the *Osborn School District*, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorize and govern intergovernmental procurements. Members of "GPPCS", a group of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible School Districts/public entities, recognizing potential equipment, logistical and capacity limitations by vendor may limit "piggybacking" of this award. No volume is implied or guaranteed.**

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

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*Pattie Johns; Director of Finance*  
*P- 602-707-2022*  
*F- 602-707-2040*  
*pjohns@osbornnet.org*

## COOPERATIVE PURCHASING

This solicitation is being done by the *Osborn School District* as a member of the Greater Phoenix Purchasing Consortium of Schools (GPPCS) and is acting as lead district. Any contract resulting from this solicitation shall be for the use of the consortium members. In order to participate in any resultant contract, a school district must have entered into a cooperative purchasing agreement with the consortium as required by School District Procurement Rule A.A.C. R7-2-1095. No volume is implied or guaranteed.

Below is a list of current member districts in the Consortium who potentially may wish to utilize this contract. Other school districts in and around the Maricopa County may be added during the term of the contract by GPPCS with the approval of the lead district and the contract vendor. The estimated volume of purchases by other districts within GPPCS have been taken into consideration by the lead district.

### Greater Phoenix Purchasing Consortium of Schools

#### Current School District Members

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

#### Charter School Members

56. Horizon Community Learning Center

Below is a list of current member government agencies in the SAVE cooperative that potentially may wish to utilize the Contract. Other government agencies may be added during the term of the contract with the approval of the contract vendor. No volume is implied.

Strategic Alliance of Volume Expenditures (SAVE)

The following agencies have signed the Intergovernmental Agreement with the SAVE as of December 16, 2003.

City of Avondale	City of Chandler
City of Flagstaff	City of Glendale
City of Mesa	City of Peoria
City of Scottsdale	City of Tempe
City of Yuma	Town of Cave Creek
Town of Queen Creek	Coconino County
Gila County	Maricopa County
Mohave County	Pima County
Pinal County	Santa Cruz County
Yuma County	Arizona State University
Maricopa Community College District	Az Dept. of Administration, State Procurement Office
Superstition Mts. Community Facilities District	Williams Gateway Airport Authority
Alhambra School District # 68	Apache Junction Unified School District # 43
Balsz School District #31	Cartwright School District #83
Chandler Unified School District # 80	Coolidge Unified School District #21
Cottonwood-Oak Creek School District #6	Crane Elementary School District # 13
Deer Valley Unified School District #97	Douglas Unified School District
Dysart Unified School District # 89	Flagstaff Unified School District # 1
Florence Unified School District # 1	Gadsden Elementary School District # 32
Holbrook Unified School District #3	Isaac School District # 5
Lake Havasu Unified School District # 1	Littleton Elementary School District #65
Marana Unified School District #6	Maricopa Unified School District
Mesa Unified School District # 4	Mohawk Valley School District # 17
Naco Unified School District	Nogales Unified School District # 1
Parker Unified School District #27	Pendergast School District #92
Phoenix Elementary School District # 1	Phoenix Union High School District #210
Queen Creek Unified School District # 95	Roosevelt Elementary School District # 66
Round Valley Unified School District	Safford Unified School District
Sahuarita Unified School District	Scottsdale Unified School District # 48
Sierra Vista Unified School District # 68	Sunnyside Unified School District #12
Tempe Elementary School District # 3	Tempe Union High School District # 213
Tolleson Union High School District # 214	Tucson Unified School District
Union Elementary School District #62	Washington Elementary School District # 6
Wilcox Unified School District	Yuma School District # 1
Yuma Union High School District #70	

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**DOCUMENTS REFERENCED:**

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

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

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at  
“[http://www.azsos.gov/public\\_services/Title\\_07/7-02.htm#Article\\_10](http://www.azsos.gov/public_services/Title_07/7-02.htm#Article_10)”

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

## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- L. **“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.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District/Public Entity”** means the School District/public entity 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 Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires concerning this

Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3. **Offer Preparation**

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.

1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer.
- K. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
1. Special Terms and Conditions;
  2. Uniform General Terms and Conditions;
  3. Statement or Scope of Work;
  4. Specifications;
  5. Attachments;
  6. Exhibits;
  7. Special Instructions to Offerors; and
  8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. **Submission of Offer**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/public entity shall make a determination on whether the stamped information is confidential pursuant to the Arizona School District/public entity's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
  - 1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
  - 2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state, and local laws and executive orders regarding employment.

5. **Evaluation**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor. Arizona Transaction privilege and use taxes shall not be considered when evaluating Offers.
- C. Late Offers. An Offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.

- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
1. Waive any minor informality;
  2. Reject any and all Offers or portions thereof; or
  3. Cancel a Solicitation.

6. **Award**

- A. Number or Types of Awards. Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by a group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/public entity's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the school district's Governing Board. Offerors will be so notified in writing by the School District.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of its 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, Pattie Johns, Director of Finance*. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

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

## UNIFORM TERMS AND CONDITIONS

### 1. Definition of Terms

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

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

### 2. Contract Interpretation

- 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. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
  - 1. Special Terms and Conditions;
  - 2. Uniform Terms and Conditions;
  - 3. Statement or Scope of Work;
  - 4. Specifications;
  - 5. Attachments;
  - 6. Exhibits;
  - 7. Documents referenced or included in the Solicitation;
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the District at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/public entity and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.

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

#### 4. **Costs and Payments**

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

#### 5. **Contract Changes**

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. 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 of 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 school district/public entity shall not unreasonably withhold approval.

6. **Risk and Liability**

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

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

7. **Warranties**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/public entity of the materials or services, they shall be:
1. Of a quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials or services are used;
  3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/public entity shall fully conform to all requirements of the Contract 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 or testing of or payment for the materials or services by the School District/public entity.
- E. Year 2000.
1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
  2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including, but not limited to, calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the School District/public entity in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system or that the information technology products being acquired perform as a system in combination with other School District/public entity information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the School District/public entity for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In Addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.

- G. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- H. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the school district/public entity including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **School District/Public Entity's Contractual Remedies**

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

assessed by the School District/public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## 9. Contract Termination

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

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

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

10. **Contract Claims**

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

11. **Cooperative Purchasing**

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Greater Phoenix Purchasing Consortium of Schools “GPPCS” is a group of schools/public entities who have signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by a selected eligible School District for the benefit of all eligible School Districts/public entities.

- A. An eligible School District/public entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other vendor for the same or similar products, materials, and/or services.
- B. The eligible School District/public entity shall:
  - 1. Insure that Purchase Orders issued against eligible Consortium Contracts are in accordance with terms and prices established in the Consortium Contract.
  - 2. Make timely payment to the Consortium Contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible School District shall be the exclusive obligation of the School District.
  - 3. Be responsible for the ordering of materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible School District/public entity, and the eligible School District/public entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible School District.
  - 4. The exercise of any rights or remedies by the eligible School District/public entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

12. **Gift Policy**

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

13. **Offshore Performance**

Due to security and identity protection concerns, direct services under this 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 State of Arizona 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.

## **SPECIAL TERMS AND CONDITIONS**

### **1. Purpose**

The purpose of this solicitation is to enter into a one-year contract for kitchen equipment repair services and parts with the option of renewal for up to four additional one-year contracts.

#### **A. Insurance**

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

Successful Offeror 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 **Osborn School District** and Members of the Greater Phoenix Purchasing Consortium of Schools "GPPCS" 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.

#### **B. 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.

### **2. 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.

### **3. Terms of Award**

It is the intent of the District to award a multi-term contract, beginning during the fiscal year 2007-08, and continuing until June 30, 2008. If all conditions are met during this period of time,

this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

4. **Multiple Award**

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

5. **Award Basis**

The successful offeror will be determined by Evaluation Criteria including but not limited to pricing, or other incentives offered. The **Osborn School District** reserves the right to award as many term contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone.

The District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.

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

If a contractor receives a proposal award, an order is placed and contractor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Request for Proposal, or is unable to hold proposal price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with proposal specifications, as determined by the District, the District reserves the right to go to the next lowest proposal price of equal quality which meets proposal specifications. If the proposal item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to each district's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

## 6. **Evaluation**

Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP. If several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

The evaluation criteria are listed below in relative order of importance. (Specific weighing is not required unless listed):

- A. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.
- B. Past performance.
- C. Qualifications of the offeror, financial and otherwise, to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
- D. District's assessment of the offeror's abilities to meet and satisfy the needs of the District, taking into consideration additional services, or expertise offered, that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.
- E. Information obtained by the District from offeror's references or other clients.
- F. Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

## 7. **Billing**

All billing notices must be sent to each district's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued **by the Osborn School District** or a member of GPPCS/ SAVE will refer to the RFP number of this Proposal.

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

9. **Award**

It is expected that the award for this contract will be made in June 2007. The District reserves the right to ask for a best and final. Interviews may be required to clarify any issues that arise after each RFP is read.

10. **Procurement Card**

Certain Districts with the GPPCS may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking Vendors to offer a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing. This program is only available to Vendors that are not 1099 reportable to the Internal Revenue Service. Any costs or charges to the Vendor will be based on the transaction dollar amount and is from the Vendor's servicing bank. The Vendor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the Procurement Card for payment are as follows:

- A. The Bank pays the vendor in 48 to 72 hours versus 30 days.
- B. The Vendor does not have to carry that transaction in their account receivable.

## Scope of Work

It is the intent of the district to contract for repair and/or maintenance services for a variety of commercial kitchen equipment including but not limited to the following:

- Booster Heaters
- Ovens
- Steam Kettles
- Steam Tables
- Convection Ovens
- Reach in Cooler/ Freezer Units
- Mixers
- Dishwashers
- Proofing Cabinets
- Gas Ranges
- Hot Holding Cabinets
- Bun Divider/Rounder/ Sheeters
- Slicers & Choppers
- Walk-In Coolers and Freezers
- Fryers
- Hood Vents
- Ice Machines

Manufacturers include:

- Hobart
- Doyon
- Rondo
- Garland
- Cleveland
- Altosham
- Cresscor
- True
- Vulcan
- Koolpac
- Traulsen
- McCall
- Southbend
- Cresscor
- Lang
- Beverage-Air
- Heat Craft
- Metro
- Duke & Vollrath
- Thermalite
- Scotsman

The vendor shall furnish all necessary parts, labor, tools, and equipment to perform the required service.

Past services of this nature are estimated at approximately \$193,000.

## Proposal Requirements

Three (3) copies of your proposal must be submitted. The *Osborn 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 listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the proposal are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.
- Tab 2. The form of contract for any award made as a result of this proposal will be a district purchase order (issued annually), referencing this RFP, which shall be considered a part of the contract. The amount will be based upon the fees shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If 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. Brief history of company, listing principals, and three (3) professional references.
- Tab 4. Proposal Cost Form (page 28).
- Tab 5. Offer and Acceptance Form (page 29).
- Tab 6. Non-collusion Affidavit (page 30).
- Tab 7. Signed I.R.S. W-9 Form, Request for Taxpayer I.D. Number (page 31). A copy of this form may also be obtained from "<http://ftp.fedworld.gov/pub/irs-pdf/fw9.pdf>".

**Proposal Cost Form**

I/We, the undersigned, propose to provide the service necessary for the scope of work and specifications. *(Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)* Cost proposal shall include hourly rates (including emergency service and travel rates if applicable) and discount provided on repair/replacement parts (list by manufacturer if applicable).

Trip Charge \$ \_\_\_\_\_  
Hourly Rate \$ \_\_\_\_\_  
Parts Discount \_\_\_\_\_%

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.

Certain members of the GPPCS may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking Vendors to offer 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 offered for payment within 72 hours using the Procurement Card?  
\_\_\_\_\_

Would you be willing to allow other members of the “GPPCS” or “SAVE” to piggy-back and purchase from the contract if awarded through this RFP? \*      Yes    No

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

\_\_\_\_\_  
Name of Company Proposing

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Signature/Local Representative

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
Type Name and Position Held with Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

## OFFER AND ACCEPTANCE

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

Arizona Transaction (Sales) Privilege Tax License No.:

\_\_\_\_\_

Federal Employer Identification No. \_\_\_\_\_

\_\_\_\_\_

Tax Rate: \_\_\_\_\_%

\_\_\_\_\_ Company Name

\_\_\_\_\_ Address

\_\_\_\_\_ City State Zip

For clarification of this offer, contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_ Signature of Person Authorized to Sign Offer

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Title

### CERTIFICATION

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

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

### ACCEPTANCE OF OFFER

When countersigned below, the offer is hereby accepted.

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

**This contract shall henceforth be referred to as Contract No.**  
\_\_\_\_\_.

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

**NON-COLLUSION AFFIDAVIT**

State of Arizona )  
 )  
County of ) ss.

\_\_\_\_\_, 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 bid, or any other person, firm or corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

\_\_\_\_\_  
\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_



**OSBORN SCHOOL DISTRICT**  
**RFP 2007-14 Kitchen Equipment Repair Services Bid Summary**

<b>Service</b> →	<u>Hourly Rate</u>	<u>Trip Charge</u>	<u>Parts Discount</u>
<b>Vendor</b> ↓			
Byassee Equipment Inc.	63.00	50.00	Manufacturer's List Price
Arrowhead Commercial Equipment	76.00	60.00	10%
Authorized Commercial Service	79.00	74.00	15%
AAA ArcticZona	60.00	40.00	20%
Andrews Refrigeration	69.00	69.00	25%
Pro Tec	65.00	15.00	10%

GCS SERVICE, INC  
5052 S. 40<sup>TH</sup> ST  
PHOENIX, AZ 85040

ANDREWS REFRIGERATION  
2640 E. ROSE GARDEN LN.  
PHOENIX, AZ 85050

METRO REFRIGERATION  
6534 S. MAPLE AVE  
TEMPE, AZ 85283

HOBART CORPORATION  
3828 E. ROESER  
PHOENIX, AZ 85040

M & D COMMERCIAL SERV.  
4217 S. 37<sup>TH</sup> ST.  
PHOENIX, AZ 85040

SAGUARO REST. SUPPLY  
3402 W. WILSHIRE DR. #28  
PHOENIX, AZ 85009

PRO TECH  
3144 NW. GRANDE AVE.  
PHOENIX, AZ 85015

A.R.S  
P.O. BOX 21127  
PHOENIX, AZ 85036

BYASSE EQUIPMENT REPAIR  
1939 E. WASHINGTON  
PHOENIX, AZ 85004

SUN STATE REFRIGERATION  
2602 E. ACOMA  
PHOENIX, AZ 85032

AUTHORIZED COMMERCIAL  
SERVICES  
4832 S. 35<sup>TH</sup> AVE.  
PHOENIX, AZ 85040

COMMERCIAL  
REFRIGERATION SERVICE  
2501 W. BEHREND DR. #39  
PHOENIX, AZ 85027

RELIABLE REFRIGERATION  
6710 W. CHICAGO ST. #4  
CHANDLER, AZ 85226

ARROWHEAD COMMERCIAL  
9192 W. CACTUS #A  
PEORIA, AZ 85036

POLARIS REFRIGERATION  
3619 N. 35<sup>TH</sup> AVE  
PHOENIX, AZ 85017

HOBICA'S  
7027 N. 27<sup>TH</sup> AVE  
PHOENIX, AZ 85051

DIEHLE EQUIPMENT  
3775 N. 36<sup>TH</sup> AVE  
PHOENIX, AZ 85019

TRI CITY MECHANICAL  
3875 W. GALVESTON  
CHANDLER, AZ 85226

JIM KIDWELL REFRIGERATION  
4126 W. MICHELLE DR.  
GLENDALE, AZ 85308

AAA ARTICZONA  
MARIA VECCHIO  
3711 E. SIERRA WAY  
CAVE CREEK, AZ 85331

**RFP #2007-14: KITCHEN EQUIPMENT REPAIR  
BID OPENING**

601/2007 10:30AM

IN ATTENDANCE

1

2

3

4

5

6

7

BIDS RECEIVED FROM

1

2

3

4

5

6

NO BIDS

1

2

3

4