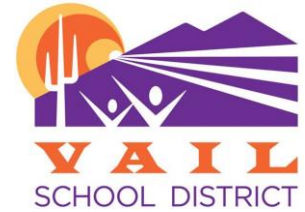


# Vail Unified School District No. 20

## Invitation for Bid

### #18-010-19



**Issue Date:** April 23, 2018

**Material and/or Service:** Food Service Supplies and Equipment, including Installation

**IFB Due Date:** May 08, 2018

**Time:** 2:00 p.m., Arizona Time

**Opening Location:** Vail Education Center  
Attention: Tori Gamble, Purchasing Department  
13801 E. Benson Highway, Suite B  
Vail, Arizona 85641

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, bids for the material or services specified will be received by the Vail Unified School District No. 20, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the bid shall remain confidential until award is made. **If you need directions to our office, please call (520) 879-2000**

**Pre-Bid Information:** There is a pre-bid conference scheduled for **May 02, 2018 at 1:00 pm** at the location of **Esmond Station K-8, 9400 S. Atterbury Wash Way, Vail, AZ 85641**. The conference will give interested Offerors an opportunity to ask questions regarding the specifications of the supplies, equipment, and installations listed on the cost proposal form. The pre-bid conference is not mandatory, but is highly recommended.

Bids 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 bids shall not be considered.

**Submit one (1) original and one (1) digital copy (USB) of the bid response.** Bids must be submitted in a **sealed** envelope/package with the bid number and Offeror's name and address clearly indicated on the package. All bids must be written legibly in ink or typewritten. Additional instructions for preparing the bid are provided herein.

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

**Questions regarding this Invitation for Bid should be directed to:**

**Tori Gamble, Procurement Analyst**  
**Email: [gamblet@vailschooldistrict.org](mailto:gamblet@vailschooldistrict.org)**  
**[purchasing@vailschooldistrict.org](mailto:purchasing@vailschooldistrict.org)**



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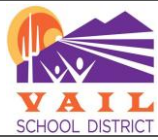
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this bid at the following web addresses:

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://apps.azsos.gov/public\\_services/Title\\_07/7-02.pdf](http://apps.azsos.gov/public_services/Title_07/7-02.pdf)

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



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**CALENDAR OF EVENTS**

The Calendar of Events is an integral part of the Bid Requirements and Contract Documents. All times refer to Local Time. The calendar of events is subject to change.

| <b>Event</b>                           | <b>Date and Time</b>                 |
|--|--------------------------------------|
| Issue Solicitation .....               | April 23, 2018                       |
| Pre-Proposal Conference.....           | May 02, 2018                         |
| Last Day for Questions .....           | 4:00 p.m. Arizona Time, May 02, 2018 |
| Bid Due .....                          | 2:00 p.m. Arizona Time, May 08, 2018 |
| Bid Evaluations .....                  | May 09-10, 2018                      |
| Recommendation to Governing Board..... | May 15, 2018                         |



## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires 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.
- 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 a vendor who responds to a bid, proposal or quotation.
- I. **“Responsible Offeror”** means the offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.
- J. **“Responsive Offeror”** means the offeror who submits a bid that conforms in all material respects to this Invitation for Bid, Instruction to offeror and the Plans and Specifications which are incorporated herein by this reference.
- K. **“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.
- L. **“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.

### 2. Inquiries

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



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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 inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3. Offer Preparation

- A. Forms: No Facsimile or Electronic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, electronic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted 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.
- 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.



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- 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. **It is the responsibility of the Offeror to check with the District prior to submitting a bid to verify if an Amendment has been issued.**
- H. Federal Excise Tax. School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Cost Form.
- J. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes as a separate item in the Offer, the School District will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
1. Addenda/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 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.



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- 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. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District. 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 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 and notarization the non-collusion affidavit 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. Additional Bid Information**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District when determining the lowest bid; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall 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).
- 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 reserves the right to:
  - 1. Waive any minor informality;
  - 2. Reject any and all offers or portions thereof; or
  - 3. Cancel a solicitation.



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## 6. Award

- A. Number or Types of Awards. Where applicable, the School District 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" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by an authorized District Representative of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the authorized District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance. The final acceptance will be contingent upon the approval of the Governing Board.

## 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, Calvin Baker, Superintendent. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- a) The name, addresses, and telephone number of the protester;
- b) The signature of the protester or its representative;
- c) Identification of the purchasing agency and the Solicitation or Contract number;
- d) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- e) The form of relief requested.





## 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 Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 2. Contract Administration and Operation

A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five 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

B. of any or all such records.

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

C. Audit. At any time during the term of this Contract and five (5) years. Thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the 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,



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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.

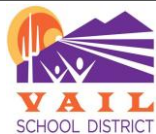
1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract/Purchase Order.

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, Contractor 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 Authorized District Representative.

#### **5. Risk and Liability**

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

B. General Indemnification. Any contract entered by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Vail Unified School District No. 20 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the District."

C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the 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.



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D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:

- a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- b) Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- c) Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

E. Third Party Antitrust Violations. The Contractor assigns to the School District 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. 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



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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.



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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



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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 reprocurring the materials or services.

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

**9. 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.



## **10. 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.

## **11. 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.

## **12. 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.

## **13. Scrutinized Business Operations**

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

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

In accordance with A.R.S. §§ 35-393, the offeror is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

## **14. Compliance with Federal and State Requirements**

Vendor must affirm and acknowledge the attached form titled “Federal Requirements”. Failure to submit completed forms may deem your bid non-responsive, and the bid may not be accepted.





## **15. Fingerprint Clearance Cards**

In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. An exception to this requirement may be made as authorized in Governing Board policy. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. Additionally, contractor shall comply with Governing Board Policies of the Vail School District.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the District suspects or finds the Contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

## **16. Registered Sex Offender Notification Restriction**

Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District's premises at any time without written approval of the District Representative.

Any breach of Contractor's or any subcontractor's warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of the District's rights and the subcontractor's obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

## **17. Clarifications/Discussions**

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



## **18. Confidential Information**

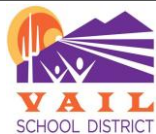
Confidential information request: If Offeror believes that its Bid contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. 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.

## **19. Prohibition of Reprisals**

The Vail School District is committed to complying with Federal requirements related to whistleblower protections.

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

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



## **SPECIAL TERMS AND CONDITIONS**

### **1. Purpose**

The purpose of this Invitation for Bid is to acquire supplies and equipment for the Vail Unified School District Food Service Department.

### **2. Inquiries and Interpretations**

Questions concerning terms and conditions and/or technical specifications shall be directed in writing, via email, to Vail School District Procurement Analyst, Tori Gamble, at [gamblet@vailschooldistrict.org](mailto:gamblet@vailschooldistrict.org). Offerors shall not contact or ask questions of the school or department for which these services are being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph. All questions shall be responded to as soon as possible.

Responses to inquiries which directly affect interpretation of, or change to this IFB will be issued in writing by District as an Addendum. All addendums will be posted on [www.azpurchasing.org](http://www.azpurchasing.org). It is the vendor's responsibility to view the web page regularly, or prior to submitting a bid response, to ensure that no addendum or additional information has been issued for the solicitation. All such addendums issued by the District prior to the time that proposals are received shall be considered part of the IFB. Only those inquiries District replies to by addendum shall be binding. Oral and other interpretations or clarifications will be without legal effect.

### **3. Sufficient Funds**

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

### **4. Insurance and Safety**

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 may be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Vail Unified School District No. 20 as an additional insured party. Successful Offeror may be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.



## **5. Affordable Care Act**

Offeror understands and agrees that is shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

## **6. 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.

## **7. 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.

## **8. Fingerprinting Requirements**

Fingerprint Clearance cards will not be required for this contract.

## **9. Award Basis**

The contract shall be awarded to the lowest responsible and responsive offeror whose bid conforms in all material respects to the requirement set forth in the Invitation for Bids.

*Note: However, if an offeror receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next lowest ranked vendor if this determination occurs within a reasonable time after contract award.*

## **10. Terms of Award**

It is the intent of the District to award a term contract for a period of one year. However, no contract exists unless and until a purchase order is issued. 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.



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## 11. Contract Award

This is intended to be a single award. However, the District reserves the right to make a multiple award to more than one offeror. The award will be limited to the least number of Offerors that the District determines is necessary to meet the needs of the District.

## 12. Evaluation

Responses will be initially evaluated for conforming to the requirements of the IFB. Offerors will then be reviewed for ability to perform the contract at the price offered.

Representatives of the District will evaluate the bids to determine if the low offeror is responsive and responsible. Bids shall be awarded to the lowest responsible and responsive offeror based on the calculation of the cost form taking into consideration the total cost and the ability to provide goods and service in line with the scope of work.

- Responsiveness means a person (or company) who submits a bid which conforms in all material respects to the Invitation for Bids.
- Responsibility means a person (or company) who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.

## 13. Billing

All billing notices must be sent to the District's Accounts Payable Department, PO Box 800, Vail, AZ 85641. All invoices shall identify the specific item(s) being billed, purchase order number, and refer to the bid number of this solicitation.

## 14. Price Clause

Prices shall be firm for the term of the contract. Prices as stated on the Cost Proposal Form must be complete for the services offered and shall include all associated costs.

After initial contract term and prior to any contract renewal, the Vail Unified School District No. 20 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 Vail Unified School District No. 20.

## 15. Product Delivery

Any Bid item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the Offeror immediately and replaced to the District's satisfaction at no additional charge, or issue full credit.



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**16. Guarantees by the Successful Offeror(s)**

Offeror guarantees that equipment or material offered is standard, new, and as required by the specifications. Every item delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from the date of purchase. If during this period such faults develop, the successful Offeror agrees to replace the item affected without cost to the District.

**17. Inspection**

All materials are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at Offeror's risk and may be returned to Offeror. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Offeror.

**18. Offeror Responsibility**

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

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

The successful Offeror must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Offeror's responsibility to ensure continuation of service.

**19. Acknowledgement of Amendments**

In accordance with A.A.C. R7-2-1024(B.1.k), Offeror shall acknowledge receipt of all amendments by signing the amendment acknowledgement form of the IFB. It is the responsibility of the Offeror to check with the District prior to submitting a proposal to verify if an Amendment has been issued.

**20. Offeror Required Contract/Agreement**

The form of contract for any award made as a result of this bid will be a district purchase order referencing this bid. The amount will be based upon the fees shown in the bid, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Bid. Contents and stipulations contained in the contract/agreement shall be part of the evaluation criteria.



## **21. Delivery of Services**

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

## **22. Dedicated Representative**

The District requests that awarded vendors provide a dedicated field representative at all times during the contract period. The listed representative must be available to attend meetings related to this bid when required.

## **23. 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

## **24. Fuel Surcharges**

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Offeror and a response by the District's Purchasing Representative.

## **25. Brand Name or Equal**

Per A.A.C. R7-2-1024(B.1.g) any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Offerors but are intended to approximate the quality design or performance which is desired. Any Bid which proposes like quality, design or performance will be considered. If the description of your Bid differs in any way, you must give complete detailed description of your Bid including pictures and literature where applicable.

## **26. Descriptive Literature**

All Bids must include complete manufacturer's descriptive literature regarding the alternate manufacturer supplies they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the bid submitted. Failure to include this information may result in the Bid being rejected.

## **27. Deviations to Bid**

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



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## **SCOPE OF WORK/SPECIFICATIONS**

**Exhibit A** outlines the supplies, equipment, and installation requirements. All manufacturer and model numbers listed are for quality standard purposes only. Vendors may provide a equal to, or greater than, for any of these items. Do not indicate Arizona State sales tax in the unit or extended price on Exhibit A. Sales tax rates shall be indicated on the Cost Proposal Form.

Offerors must indicate the make and model number for the supplies and equipment they are bidding. If bidding the brand as specified, mark “A/S” in the space provided. If bidding a brand other than specified, indicate the brand and model number in the space provided and include complete specifications or catalogs with the bid. Failure to submit complete specifications may deem your bid non-responsive, and the bid may not be accepted.

- All portable equipment with castors shall have locking capabilities.
- All refrigerators and freezers shall have locking capabilities.
- For equipment requiring Freon, the preferred equipment is to use Refrigerant R-134a or R-404a.
- Equipment removed by vendor must be placed outside in a designated area not accessible to students. Removed equipment shall not block doors, walk ways, waste and recycle receptacles, etc.
- The District will handle the disposal of **all** equipment.

## **DELIVERY AND INSTALLATION**

**Exhibit B** provides site addresses and a breakdown of the supplies and equipment to be delivered to each site. Items marked with an asterisk (\*) are to be installed. Charges for all site deliveries shall be clearly outlined on both Exhibit B and the Cost Proposal Form, page 26. The District will not be responsible for any unexpected charges or expedited fees.

Offeror shall include the complete cost of installation in their response. Offeror shall clearly list any proposed subcontractors, and the subcontractor’s proposed responsibilities in the Offer. The Offeror will be responsible to issue payments directly to the subcontractor. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

For all equipment requiring installation, it is the vendor’s responsibility to remove the equipment from all shipment packaging, prior to installation. The vendor shall dispose of all packaging, to include but not limited to: shrink wrap, straps, cardboard, and pallets.

The equipment and install for all sites shall meet the current Pima County Health Department codes. The installing vendor is to ensure all equipment is fully operational after the completion of installation. There is to be a minimum warranty of two (2) years on all labor. All equipment manufacturer warranties shall be included in the response under tab five.

The supplies and equipment outlined in this IFB will require delivery to twelve (12) District sites. All delivery and installations shall be completed before Friday, June 29, 2018.





## **BID SUBMITTAL REQUIREMENTS**

**One (1) Original and One (1) Digital (USB) Copy** to include all required documents must be submitted. The Vail Unified School District No. 20 will not assume responsibility for any costs related to the preparation or submission of the bid. In order for your bid to be considered, the following should be included and should be referenced with *index tabs*:

**Tab 1** Brief overview of the organization to include contact information. This information shall include contact information of both the business owner and the dedicated representative of this contract.

**Tab 2** Cost Proposal Form; Page 26  
Cost Proposal Acknowledgement; Page 27  
Supply and Equipment Cost Form; Exhibit A  
Delivery and Installation Cost Form; Exhibit B

**Tab 3** EDGAR Certification (Attachment: Federal Requirements, pages 4 - 10)  
MWBE and/or HUB acknowledgement (Attachment: Federal Requirements, page 11)

**Tab 4** All Applicable Forms:

- Addendum Acknowledgement(s); if applicable
- Offer and Acceptance Form (page 28)
- Deviations and Exceptions Form (page 30)
- Confidential and Proprietary Submittals Form (page 31)
- Non Collusion Affidavit Form (page 32)
- Vendor Application (page 33, sample)
- IRS Form W-9 (page 34, sample)

**Tab 5** Literature / Equipment Specifications  
Equipment Warranties



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**COST PROPOSAL FORM**

The total provided on the Cost Proposal Form shall include all associated expenses that are required to complete the project. This includes, but is not limited to: equipment, warranties, parts, supplies, shipping and handling, labor, and installation. No additional fees may be added to the solicitation once the contract is awarded.

1. Total Cost of Supplies and Equipment **Exhibit A**: \$\_\_\_\_\_

2. Sales Tax Rate \_\_\_\_\_%

3. Installation Costs (total for **all** equipment **Exhibit B**): \$\_\_\_\_\_

4. Delivery Cost (total for **all** equipment **Exhibit B**) : \$\_\_\_\_\_

5. Total Cost for **all** charges (**not to exceed**): \$\_\_\_\_\_

6. Name and contact information of the dedicated representative to the District for this contract.

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

Title: \_\_\_\_\_

Email: \_\_\_\_\_

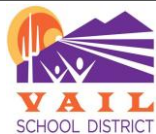
Phone: \_\_\_\_\_

**Notes:**

Outline below, any supplies or equipment excluded from your response. State reason for exclusion:

Outline below, or on an attached sheet, your companies method(s) of delivery:

Outline below, or on an attached sheet, your companies return policy:



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**COST FORM ACKNOWLEDGEMENT**

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

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

I/We agree all deliveries outlined in Exhibit B will be received by the District before the date of June 29, 2018.

I/We agree all warranties outlined in the Cost Proposal Form will not be in effect until completion of installation, and invoicing is received.

I/We agree the pricing for this **IFB 18-010-19 Food Service Supplies and Equipment, including Installation** will not exceed the “Bid Total” as outlined on the Cost Proposal Form, Page 26.

Person Authorized to Sign Offer and Acceptance:

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State, & Zip: \_\_\_\_\_

If applicable, Alternate Person Authorized to Sign Offer and Acceptance:

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_



**Vail Unified School District No. 20**  
 IFB 18-010-19 Food Service Supplies and Equipment, including  
 Installation

13801 E Benson Hwy  
 Vail, AZ 85641

**OFFER AND ACCEPTANCE**

**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 Federal Executive Order 11246, State Executive Order 75-5 or A.R.S. §§ 41-1461 through 1465 et. seq.
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 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.
4. The Offeror complies and maintains compliance with the Federal Immigration and Nationality Act (FINA), ARS §41-4401 and §23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with E-Verify Employee Eligibility Verification Program.
5. In accordance with ARS §35-391, the Offeror does not have scrutinized business operations in Sudan.
6. In accordance with ARS §35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
7. In accordance with ARS §35-393, the Offeror does not have scrutinized business operations in Iran.
8. In accordance with ARS §15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. By submission of this bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
11. In accordance with A.R.S. §§ 35-393, the offeror is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

**Contract Title: IFB 18-010-19 Food Service Supplies and Equipment, including Installation**

Arizona Transaction (Sales) Privilege Tax License Number: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

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

For clarification of this offer, contact: \_\_\_\_\_

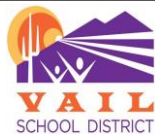
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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



**Vail Unified School District No. 20**  
 IFB 18-010-19 Food Service Supplies and Equipment, including  
 Installation

13801 E Benson Hwy  
 Vail, AZ 85641

## NO BID RESPONSE

### IFB 18-010-19 Food Service Supplies and Equipment, including Installation

If you do not wish to bid on this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason(s) for your decision and return this page. Any Offeror not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the vendors list for those items or services. If a vendor wishes to remain on the vendors list, a no bid response or a request to remain on the list is all that is needed. This form may be returned to the address listed below, or faxed to 520-879-2078. A "No Bid" will be considered a response.

\_\_\_ I am submitting a "No Bid" at this time. Please keep my name on the District's Bidder's List.

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

\_\_\_\_\_

\_\_\_ I cannot meet the Terms and Conditions of the solicitation because:

\_\_\_\_\_

\_\_\_ I do not provide services of this nature.

\_\_\_ I no longer wish to do business with Vail Unified School District No. 20. Please remove my name from the District's Bidders List.

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

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

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

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

\_\_\_\_\_  
 Typed Name

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

\_\_\_\_\_  
 Title

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

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City

\_\_\_\_\_  
 State

\_\_\_\_\_  
 Zip

Please return this completed form to:  
 Vail Unified School District No. 20  
 Purchasing Department  
 PO Box 800, Vail, Arizona 85641  
 purchasing@vailschooldistrict.org  
 Fax # 520-879-2078



**Vail Unified School District No. 20**  
IFB 18-010-19 Food Service Supplies and Equipment, including  
Installation

13801 E Benson Hwy  
Vail, AZ 85641

**DEVIATIONS AND EXCEPTIONS**

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

\_\_\_\_\_ No exceptions

\_\_\_\_\_ Exceptions taken (describe – attach additional pages if needed)

---

Firm

---

Authorized Signature

---

Date



**Vail Unified School District No. 20**  
IFB 18-010-19 Food Service Supplies and Equipment, including  
Installation

13801 E Benson Hwy  
Vail, AZ 85641

**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 General Terms and Conditions, paragraph 17).

Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered. The School District/Public Entity will not consider pricing to be confidential or proprietary.

---

Firm

---

Authorized Signature

---

Date



**Vail Unified School District No. 20**  
 IFB 18-010-19 Food Service Supplies and Equipment, including  
 Installation

13801 E Benson Hwy  
 Vail, AZ 85641

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )  
 )                    ss.  
 County of \_\_\_\_\_ )

\_\_\_\_\_, affiant,  
 (Name  
 )

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

\_\_\_\_\_  
 (Contractor/Offeror)

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

That such bid 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 induces 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)

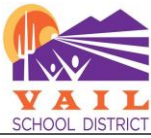
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

for the County of \_\_\_\_\_  
 \_\_\_\_\_

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





**Vail Unified School District No. 20**  
 IFB 18-010-19 Food Service Supplies and Equipment, including  
 Installation

13801 E Benson Hwy  
 Vail, AZ 85641

PLEASE NOTIFY OF ANY CHANGES IMMEDIATELY



*Vail Unified School District No. 20*  
 Attention: Purchasing Department  
 13801 E Benson Hwy. Ste. B. Vail, AZ 85641  
[purchasing@vailschooldistrict.org](mailto:purchasing@vailschooldistrict.org)

| LEGAL BUSINESS INFORMATION              |           | REMIT INFORMATION (For Purchase Orders) |           |
|---|-----------|---|-----------|
| Business/Organization/Individual Name : |           | Make Checks Payable to:                 |           |
| Street Address:                         |           | Street Address:                         |           |
| Street Address 2:                       |           | Street Address 2:                       |           |
| City:                                   |           | City:                                   |           |
| State:                                  | Zip Code: | State:                                  | Zip Code: |

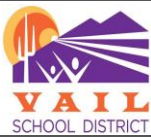
| BUSINESS CONTACT         |  | REMIT INFORMATION       |  |
|--------------------------|--|-------------------------|--|
| Contact Name :           |  | Make Checks Payable to: |  |
| Email Address:           |  | Street Address:         |  |
| Phone Number:            |  | Street Address 2:       |  |
| Email for Receiving POs: |  | City:                   |  |
| Web Address:             |  | State:                  |  |

A copy of the Vail Vendor Application can be  
 downloaded online at:  
[www.vailschooldistrict.org](http://www.vailschooldistrict.org)  
 located in the Finance tab under Purchasing

| BUSINESS & TAX INFORMATION   |     |    |            |                |     |    |            |
|--|-----|----|------------|----------------|-----|----|------------|
| Does Your Company have employees?  |     |    |            | Yes:           | No: |    |            |
| Federal Tax ID or EIN:   |     |    |            |                |     |    |            |
| Indicate tax classification: Individual/Sole Proprietor ___ Corporation                    |     |    |            |                |     |    |            |
| LLC (C) ___ LLC (S) ___ LLC (P) ___ non-profit ___ other                                   |     |    |            |                |     |    |            |
| Do you Remit Arizona State Sales Tax?  |     |    |            | Yes:           | No: |    |            |
| If Yes, Add AZ Sales Tax ID # :  |     |    |            |                |     |    |            |
| DUNS# if applicable :  |     |    |            |                |     |    |            |
| Does your Company provide : Goods Services Both  |     |    |            |                |     |    |            |
| Please Describe:   |     |    |            |                |     |    |            |
| Are You a VUSD Employee:   |     |    |            | Yes:           | No: |    |            |
| If Yes, Explain:   |     |    |            |                |     |    |            |
| Relative of VUSD Employee:   |     |    |            | Yes:           | No: |    |            |
| If Yes, Explain:   |     |    |            |                |     |    |            |
| *If you are a member of one of the following Cooperatives, please indicate all that apply: |     |    |            |                |     |    |            |
| COOPERATIVE  | Yes | No | Contract # | COOPERATIVE    | Yes | No | Contract # |
| State of AZ  |     |    |            | National IPA   |     |    |            |
| MOHAVE   |     |    |            | NJPA           |     |    |            |
| TCPN   |     |    |            | City of Tucson |     |    |            |
| 1GPA   |     |    |            | US Communities |     |    |            |
| S.A.V.E.   |     |    |            | OTHER          |     |    |            |

|                       |        |
|-----------------------|--------|
| Printed or Type Name: | Title: |
| Signature:            | Date:  |

If you would like to be on the VUSD bidders list; please register on the site: [azpurchasing.org](http://azpurchasing.org)



**Vail Unified School District No. 20**  
 IFB 18-010-19 Food Service Supplies and Equipment, including  
 Installation

13801 E Benson Hwy  
 Vail, AZ 85641

|   |  |  |
|---|--|--|
| Form <b>W-9</b><br>(Rev. December 2014)<br>Department of the Treasury<br>Internal Revenue Service | <b>Request for Taxpayer<br/>         Identification Number and Certification</b> | <b>Give Form to the<br/>         requester. Do not<br/>         send to the IRS.</b> |
|---|--|--|

|  |   |   |  |  |  |  |   |   |   |                             |  |  |  |
|--|---|---|--|--|--|--|---|---|---|-----------------------------|--|--|--|
| Print or type<br>See Specific<br>Instructions on page 2.   | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.</td> </tr> <tr> <td colspan="2">2 Business name/disregarded entity name, if different from above</td> </tr> <tr> <td style="width:70%;">           3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br/> <input type="checkbox"/> Individual/sole proprietor or single-member LLC<br/> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br/> <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br/> <input type="checkbox"/> Other (see instructions) ▶ _____         </td> <td style="width:30%;">           4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br/>           Exempt payee code (if any) _____<br/>           Exemption from FATCA reporting code (if any) _____<br/> <i>(Applies to accounts maintained outside the U.S.)</i> </td> </tr> <tr> <td>5 Address (number, street, and apt. or suite no.)</td> <td>Requester's name and address (optional)</td> </tr> <tr> <td>6 City, state, and ZIP code</td> <td></td> </tr> <tr> <td colspan="2">7 List account number(s) here (optional)</td> </tr> </table> | 1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank. |  | 2 Business name/disregarded entity name, if different from above |  | 3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) | 6 City, state, and ZIP code |  | 7 List account number(s) here (optional) |  |
| 1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.  |   |   |  |  |  |  |   |   |   |                             |  |  |  |
| 2 Business name/disregarded entity name, if different from above   |   |   |  |  |  |  |   |   |   |                             |  |  |  |
| 3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i>   |   |  |  |  |  |   |   |   |                             |  |  |  |
| 5 Address (number, street, and apt. or suite no.)  | Requester's name and address (optional)   |   |  |  |  |  |   |   |   |                             |  |  |  |
| 6 City, state, and ZIP code  |   |   |  |  |  |  |   |   |   |                             |  |  |  |
| 7 List account number(s) here (optional)   |   |   |  |  |  |  |   |   |   |                             |  |  |  |

**Part I Taxpayer Identification Number (TIN)**

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

**Note.** If the account is in more than one name, see the instructions on backup withholding guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

A copy of the IRS form W-9 can be downloaded  
 online at:  
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Use the checklist below to ensure you have the required items included in your bid.

- \_\_\_\_\_ Bid original, to include:
  - \_\_\_\_\_ Cost Proposal Form; Page 26
  - \_\_\_\_\_ Cost Proposal Acknowledgement; Page 27
  - \_\_\_\_\_ Supply and Equipment Cost Form; Exhibit A
  - \_\_\_\_\_ Delivery and Installation Cost Form; Exhibit B
  - \_\_\_\_\_ Federal Requirement Packet
  - \_\_\_\_\_ Addendum Acknowledgement(s); if applicable
  - \_\_\_\_\_ Offer and Acceptance Form; Page 28
  - \_\_\_\_\_ Deviations and Exceptions Form; Page 30
  - \_\_\_\_\_ Confidential/Proprietary Submittals Form; Page 31
  - \_\_\_\_\_ Non Collusion Affidavit; Page 32
  - \_\_\_\_\_ Vendor Application; Page 33 (sample)
  - \_\_\_\_\_ IRS Form W-9; Page 34 (sample)
- \_\_\_\_\_ **Attach the label below to the front or top of your bid container**

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

---

## SEALED BID

**Do not open this package until the due date and time listed below**

**Submitted by:**

Company Name:

Address:

City, State, Zip:

**Deliver To:**

**Vail Unified School District No. 20  
Attn: Purchasing Department /Tori Gamble  
13801 E. Benson Hwy. Suite B  
Vail, AZ 85641**

**IFB 18-010-19 Food Service Supplies and Equipment  
Opening Date: May 08, 2018 at 2:00 p.m. Arizona Time\***

\*bids received after this date and time will not be opened

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

---