	<b>LITTLETON ELEMENTARY SCHOOL DISTRICT #65</b>	<b>Littleton Elementary School District #65 Purchasing Department</b>
	<b>STAFF DEVELOPMENT SERVICES RFP #20-001-25</b>	<b>1600 S. 107<sup>th</sup> Ave Avondale, AZ 85323</b>

**NOTICE OF REQUEST FOR PROPOSAL**

**ISSUED:** July 18, 2019

**RFP NO:** #20-001-25

**DUE DATE & TIME:** 2:00 P.M. August 9, 2019

**OPENING LOCATION:  
PHYSICAL ADDRESS:** Littleton Elementary School District #65  
District Office  
Business Resources Department  
1600 S. 107<sup>th</sup> Ave  
Avondale, AZ 85323

**MAILING ADDRESS:** PO Box 280  
Cashion, AZ 85329

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposals for the material or services specified will be received by the Littleton Elementary School District #65, at the above specified location (Physical Address), until the time and date cited. Proposals received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office, please call (623) 478-5600.**

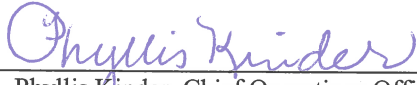
Proposals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. You are strongly encouraged **NOT** to send the proposal through standard US Mail. Late Proposals shall not be considered. The official time will be determined by the clock designated by the school district.

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

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

*All questions regarding this Request for Proposal should be directed to:*

**Kathy Murphy, Finance Coordinator**  
**Phone: (623) 478-5691**  
**Fax: (623) 478-5620**  
**Email: [murphy.kathy@littletonaz.org](mailto:murphy.kathy@littletonaz.org)**

Authorization:   
 Phyllis Kinder, Chief Operations Officer

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**TABLE OF CONTENTS**

<u>Section</u>	<u>Page</u>
Statement of No Bid .....	3
Uniform Instructions to Offerors .....	4
Uniform General Terms and Conditions .....	9
Special Terms and Conditions .....	19
Proposal Requirements .....	25
Specifications/Scope of Work .....	27
Pricing Schedule Form .....	30
Proposal Cost Form (Attachment 1) .....	31
Performance Evaluation Survey (Attachment 2) .....	32
Offer and Acceptance Form (Attachment 3) .....	34
Deviations and Exceptions Form (Attachment 4).....	35
Confidential/Proprietary Submittals Form (Attachment 5) .....	36
Amendment Acknowledgement Form (Attachment 6).....	37
Non-Collusion Affidavit (Attachment 7).....	38
I.R.S. W-9 Form (Attachment 8).....	39
Vendor Registration Application Form (Attachment 9).....	40

**DOCUMENTS REFERENCED:**


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

Arizona Revised Statutes (A.R.S.) is available at: <https://www.azleg.gov/arstitle>

Arizona School District Procurement Rules in the Arizona Administrative Code (Title 7, Chapter 2, Articles 10 and 11) is Available at:

[https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14\\_0.pdf](https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.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>

	<p><b>STATEMENT OF “NO BID” for RFP #20-001-25</b></p> <p><b>STAFF DEVELOPMENT SERVICES</b></p>	<p><b>Littleton Elementary School District #65 Purchasing Department</b></p> <p><b>1600 S. 107<sup>th</sup> Ave Avondale, AZ 85323</b></p>
---	---	--

Offerors **not** responding to this Solicitation are asked to complete this form and return this form **ONLY** to the address listed above or fax to (623) 478-5620.

Failure to respond may result in deletion of Offeror's name from the Bidder's list for the Littleton Elementary School District #65.

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

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

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

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Reason for “NO BID” Response:**

- Do not handle product/service
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the Solicitation due to:  
\_\_\_\_\_
- Other: \_\_\_\_\_

**Request for Future Solicitations:**

- Retain our company on the mailing list for this commodity or service.
- Remove our company from the mailing list for this commodity or service.

**Authorized by:**

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

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

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**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 Proposal.
- B. **“Contract Amendment”** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
- C. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- D. **“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.
- E. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/her designee.
- F. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- G. **“Subcontract”** means any Contract, express or implied, between the Offeror 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 Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as a Proposal and not be opened until after the Proposal due date and time.
- D. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. **No Right to Rely on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.
- F. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**UNIFORM INSTRUCTIONS TO OFFERORS**

signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.

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

**3. Proposal Preparation**

- A. Forms. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections. The Proposal shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1049.
- C. Evidence of Intent to be Bound. **The Proposal and Acceptance form included within the Request for Proposal must be signed and submitted with the Offer.** The signature shall signify the Offeror's intent to be bound by the Proposal and the terms of the Request for Proposal. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the Proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Proposal.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Form.

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**UNIFORM INSTRUCTIONS TO OFFERORS**

- J. Identification of Taxes in Proposal. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District/Public Entity will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- K. Disclosure. If the Firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Amendments;
  2. Special Instructions, Terms and Conditions;
  3. Uniform General Terms and Conditions;
  4. Specifications/Scope of Work;
  5. Attachments;
  6. Exhibits;
  7. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

**4. Submission of Proposal**

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation Number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of Proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the RFP. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.
- D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District/Public Entity. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District/Public Entity pursuant to R7-2-1006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the School District/Public Entity of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**UNIFORM INSTRUCTIONS TO OFFERORS**

- E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; 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; and
  3. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible 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; and
  4. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

**5. Additional Proposal Information**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest Offeror.
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Offeror shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:
  1. Waive any minor informality;
  2. Reject any and all Proposals or portions thereof; or
  3. Cancel a solicitation.

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**UNIFORM INSTRUCTIONS TO OFFERORS**

**6. Award**

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Terms and Conditions. The award will be limited to the least number of Offerors that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.
- B. Contract Commencement. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the School District/Public Entity with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final Acceptance. Final acceptance will be contingent upon the approval of the Governing Board, if applicable.

**7. Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative.

A. A protest shall include:

- 1. The name, addresses, and telephone number of the interested party;
- 2. The signature of the interested party or the interested party's representative;
- 3. Identification of the purchasing agency and the Solicitation or Contract number;
- 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 5. The form of relief requested.

B. The interested party shall supply promptly any other information requested by the District Representative.

C. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.

D. In cases other than those covered in section C of this section, the interested party shall file the protest within 10 days after the School District/Public Entity makes the procurement file available for public inspection.

E. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district/public entity that resulted in the interested party being unable to file the protest within the 10 days. The District Representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.



**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**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 of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**UNIFORM GENERAL TERMS AND CONDITIONS**

representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/Public Entity.

**3. Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
  - 1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
  - 2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4. I.R.S. W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.
- 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/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

**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 on this Contract based on those changes.

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**UNIFORM GENERAL TERMS AND CONDITIONS**

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

**5. Risk and Liability**

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

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**UNIFORM GENERAL TERMS AND CONDITIONS**

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

E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials or 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/Public Entity of the materials or services, they shall be:

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

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

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

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

F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor 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 or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**UNIFORM GENERAL TERMS AND CONDITIONS**

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

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

**8. Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**UNIFORM GENERAL TERMS AND CONDITIONS**

other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

- C. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
  2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.
  3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**9. Contract Claims**

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

**10. Gift Policy**

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

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**UNIFORM GENERAL TERMS AND CONDITIONS**

**11. Integrity of Proposal**

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

**12. Offshore Performance**

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the School District/Public Entity or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the School District/Public Entity shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**13. Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

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

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

**14. Terrorism Country Divestments**

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

**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.

Contractors, Subcontractors, vendors and their employees shall not provide services on School District/Public Entity properties until authorized by the District.

Additionally, Contractor shall comply with the governing body fingerprinting policies of the School District/Public Entity.

**16. Clarifications**

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

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**UNIFORM GENERAL TERMS AND CONDITIONS**

**17. Confidential/Proprietary Information**

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

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

Public record: All Proposals submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official at Peoria Unified School District by appointment. If any copies are requested, a Public Records Request form must be completed.

**18. Israel Boycott Divestments**

Per A.R.S. 35-393, the School District/Public Entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

*\*Unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the School District/Public Entity will take no action to enforce it.\**

**19. Federal Terms and Conditions (when applicable)**

- A. Affordable Care Act. The Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The 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.
- B. Buy American Provision. The Offeror will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The Offeror shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid for the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered. (Only applies to food/nutrition contracts)
- C. Disclosure of Lobbying Activities. Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Offeror must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)
- D. Certification Regarding Lobbying. Pursuant to 31 USC 1352, the Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions.



**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**UNIFORM GENERAL TERMS AND CONDITIONS**

- E. Certificate of Independent Price Determination. The Offeror admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.
- F. Civil Rights Compliance. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any programs or activity conducted or funded by USDA.
- a) Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
- b) To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at [www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20325-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).
- G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. The Offeror will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.
- H. Contract Work Hours and Safety Standards Act. The Offeror shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$100,000)
- I. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing the Offer & Acceptance form, the Offeror certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)
- J. Energy Policy and Conservation Act. The Offeror shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871.)
- K. Equal Employment Opportunity. The Offeror shall comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).
- L. Record Keeping. The books and records of the Offeror pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture (for food/nutrition only), and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S. §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**UNIFORM GENERAL TERMS AND CONDITIONS**

- M. Invoicing. The Offeror shall fully disclose all discounts, rebates, allowances and incentives received by the Offeror from its suppliers. If the Offeror receives a discount, rebate, allowance, or incentive from a supplier, the Offeror must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. The Offeror must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school foods authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv). No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the Offeror receiving payments in excess of the Offeror's actual, net allowable costs. 7CFR§210.21(f)(2). The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account.(Only applies to food/nutrition contracts)
- N. Termination Clause. The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)
- O. E-Verify Requirement. The Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- P. Description of Process for Enabling Vendors to Receive or Pick Up Orders Upon Contract Award. Once the District has made the decision to order from an awarded vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to vendor, based upon the needs of the District. No volume is implied or guaranteed.
- Q. Solid Waste Disposal Act. The Offeror shall comply with Section 6002 of the Solid Waste Disposal Act and its implementing regulations.
- R. When Federal funding may be used, the District shall take affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of bidding opportunities when possible. Prime contractors are required to take the same affirmative steps if subcontracts are let. 2 CFR Part 200.321
- S. Program Regulations. Contractor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contractor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. Contractor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contractor's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements. (Only applies to food/nutrition contracts)
- T. Copeland Anti-Kickback Act and Davis-Bacon Act. For building projects in excess of \$2,000:
- a. Copeland "Anti-Kickback" Act – All contracts and sub grants for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
  - b. Davis-Bacon Act – The Offeror shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a - 7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- U. Contractor Violation or Breach of Contract. District reserves all administrative, contractual and legal rights and privileges under the applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract terms.
- V. Rights to Inventions Made Under a Contract or Agreement. For all contracts that meet the definition of "funding agreement" and where District wishes to enter into a contract with a small business firm or nonprofit organization, Contractor shall comply with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**SPECIAL TERMS AND CONDITIONS**

**1. District Representative**

In accordance with A.A.C. R7-2-1042(A.1.s), and the “Uniform Instructions to Offerors”, the District Representative is Ms. Phyllis Kinder, Chief Operations Officer.

**2. Purpose**

The purpose of this Request for Proposal (RFP) is to develop a long-term contract with qualified consulting companies to provide professional development and leadership training workshops, coaching, materials, and consulting services, which will build the knowledge and skills of District administrators and educators in the area of teacher and student questioning to support English Language Development and Special Education programs.

The District is comprised of 7 elementary schools serving approximately 6,000 students.

**3. Questions**

All questions related to this Solicitation shall be in writing and directed to Kathy Murphy, Finance Coordinator, [murphy.kathy@littletonaz.org](mailto:murphy.kathy@littletonaz.org). Offerors shall not contact or ask questions of the school or department for which the requirement is being procured. All inquiries shall be made a minimum of 7 days prior to the specified opening date as directed on Page 1. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions will be responded to as soon as possible.

**4. Insurance**

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

Successful Offeror shall 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 Littleton Elementary School District #65 as an additional insured party.

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

**For any technology-based services**, the following insurance shall be required in addition to the above insurance:

Technology or Cyber Liability insurance with a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage and naming Littleton Elementary School District #65 as an additional insured party. Insurance shall include coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized access and use, as well as introduction, implantation or spread of malicious software code.

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
SPECIAL TERMS AND CONDITIONS**

**5. Affordable Care Act**

Offeror understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care 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, certifications 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. Fingerprint Requirements**

Fingerprint Clearance Cards will not be required for this contract.

**9. Registered Sex Offender Restrictions**

Pursuant to award, the Offeror agrees that no employee of the Firm or subcontractor of the Firm, who is required to register as a sex offender, pursuant to ARS 13-3821, will perform work on the District premises or equipment at any time when District students are, or are reasonably expected to be, present. The Offeror further agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the award at the District’s discretion.

**10. Type and Term of Award**

It is the intent of the District to award a fixed price, multi-term contract, beginning upon award and continuing for one year. If all conditions are met during this period of time, the contract may be extended, for up to four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

**11. Contract Award**

It is anticipated that a contract under this RFP will be awarded to a single Offeror.

**12. Multiple Award**

The District reserves the right to make a multiple award to more than one Offeror. In order to assure that any ensuing contracts will allow the District to fulfill current and future requirements, the District reserves the right to award contracts to multiple Offerors. The actual utilization of any contract will be at the sole discretion of the District. The fact that the District may make multiple awards should be taken into consideration by each potential 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.

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
SPECIAL TERMS AND CONDITIONS**

**13. Award Basis**

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

In accordance with A.A.C. R7-2-1042(A.1.v) the District shall not consider partial offers for award of a contract under this RFP.

**14. Evaluation**

During the course of the selection process, all prospective Offerors are cautioned not to contact School Board Members, Evaluation Committee Members or attempt to persuade or promote through other channels. Evaluation Committee Members will read, review and evaluate the Proposals based on the evaluation criteria.

A point formula system will be used to evaluate the Proposals. The District may request additional clarification to information received in the Proposal. Offerors may be asked to host a site visit and/or interview with the Evaluation Committee. They may also be asked to revise or modify their Proposals following the receipt of other information. However, Offerors are cautioned that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final Offers.

The following represents the evaluation criteria that will be considered during the evaluation process.

**Evaluation Criteria:**

**Tab 1 - Related Work Experience and References**

The evaluation of Tab 1 will include Offeror's history, abilities, qualifications, specialties, experience and staffing.

**Tab 2 – Personnel**

The evaluation of Tab 2 will include qualifications, education, and experience of proposed staff.

**Tab 3 – Offered Product or Services**

The evaluation of Tab 3 will include the proposed product or services, which may include how the plan is organized or staffed.

**Tab 4 - Cost**

The evaluation of Tab 4 will include cost of proposed services.

**Tab 5 - Overall Evaluation and Firm's Perceived Ability to Provide Services**

The evaluation of Tab 5 will include Firm's perceived ability to meet the District's needs, orderliness and readability of their Offer, and evidence that the Firm has the ability to follow instructions provided within the solicitation.

**References (Performance Evaluation Surveys)**

The evaluation of this criterion will be determined by the Performance Evaluation Surveys received from Offeror's clients. Note that the District must receive a minimum of one response to the Performance Evaluation Survey prior to the specified due date and time to receive any points associated with the evaluation of this criteria. It is the Offeror's responsibility to confirm that their customers have completed this process.

**15. Evaluation Schedule**

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
SPECIAL TERMS AND CONDITIONS**

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

<b>RFP Release</b>	<b>July 18, 2019</b>
<b>RFP Due Date and Time</b>	<b>August 9, 2019 2:00 PM</b>
<b>RFP Evaluation</b>	<b>August 12, 2019 – Distributed to Committee</b>
<b>RFP Interviews (if necessary)</b>	<b>August 19, 2019</b>
<b>RFP Best &amp; Final (if necessary)</b>	<b>August 22, 2019</b>
<b>RFP Awarded</b>	<b>September 10, 2019</b>
<b>Notice of Award</b>	<b>Following Board Meeting</b>

**16. Delivery of Services**

Services must be received within time agreed to by the District and the Offeror. The District shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications/scope of work and instructions from the District.

Any services that do not meet specifications or that are unsatisfactory to the District, must be rescheduled within 24 hours.

**17. Non-Exclusive Contract**

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

**18. Inspection**

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

**19. Offeror Responsibility**

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

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

The successful Offeror must 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.

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

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**SPECIAL TERMS AND CONDITIONS**

The successful Offeror must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

**20. Key Personnel**

It is essential that the Offeror provide an adequate staff of experienced personnel, capable of and devoted to the successful completion of work to be performed under this contract. The Offeror must assign specific individuals to the key positions. Once awarded a contract, key personnel shall not be removed or replaced without the prior written approval of the District. Work shall be performed by qualified employees, or subcontractors assigned by the contracted vendor. Any person providing services under a subcontract shall comply with any, and all requirements for the contract vendor employees as required by the contract.

**21. Offeror Required Contract/Agreement**

If Offeror requires the District to sign a contract or agreement for this service, a copy of that contract/agreement must accompany your Proposal response. Contents and stipulations contained in the contract or agreement may be part of the evaluation criteria. The District reserves the right to accept or reject all parts of the agreement. Contract terms should not conflict with or supersede terms and conditions of this solicitation.

**22. Authority**

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration of 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 Offeror.

**23. Integrity of Offer**

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any employee of the District, or per A.A.C. R7-2-1042(A.1.1) Offeror has not engaged in collusion or anti-competitive practices in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted Proposal or any resulting contract.

**24. Billing**

All billing notices must be sent to the District's Accounts Payable Department as shown on the purchase orders. All invoices shall reference the purchase order number, the offered pricing and identify the specific item(s) being billed. Any purchase order issued by the District will refer to the RFP number of this solicitation.

**25. Price Clause**

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

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

**26. Price Reductions**

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**SPECIAL TERMS AND CONDITIONS**

Price reductions may be offered by submitting a request in writing to the District for consideration at any time during the contract period. The District at its own discretion may accept a price reduction but price increases will not be considered.

**27. Additions/Deletions**

The District reserves the right to add or delete programs and or services throughout the contract period. If programs and or services are added or deleted, pricing will be negotiated based upon contract pricing.

**28. Deviations to Offer**

Any deviation from the Request for Proposal or exceptions taken shall be fully described and noted on the included Deviations and Exceptions form. Form must be signed by authorized representative of the company. Such deviation/exceptions shall be considered part of the Offeror's formal Proposal. For the absence of any statements of deviation or exception, the Offer shall be accepted as in strict compliance with all terms and conditions.

**29. Procurement Methods**

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



**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
PROPOSAL REQUIREMENTS**

1. Offeror should submit **ONE (1) “ORIGINAL”** hardcopy, **NINE (9) “COPY”** of the original Offer and one electronic copy in the form of a thumb drive. The original should be marked **“ORIGINAL”** and the copies should be marked **“COPY”**. The electronic copy should be submitted as a PDF or in Microsoft Word format, however if there are any Excel spreadsheets embedded within the document, the electronic copy should include the completed spreadsheet in Excel format.
2. To facilitate the evaluation process, the Offer must be specific, complete and clearly demonstrate that Firm has a thorough understanding of the requirements. Firm should provide detailed information and relate experience concerning previous performance of similar services.
3. The sections of the original Offer, copies and the electronic copy of the Offer should be indexed as specified below to indicate the applicable parts and elements. Orderliness, readability and similar factors should be considered in Offer preparation for both hard and CD copy of the Offer.
4. The information should conform to the format specified below. The District will make no reimbursement for the cost of developing or presenting Proposals in response to the solicitation. Failure to submit Offer in specified format may cause the District to declare the Offer non-responsive.

**Title Page** - Include a title page that identifies the solicitation number and the subject; the Offeror’s name, address and telephone number; the name and title of the contact person.

**Table of Contents** - Include a Table of Contents that clearly and completely identifies the materials submitted by section and page number.

**Letter of Transmittal** - Include an affirmation that the Offeror understands the scope services to be performed, can provide the services within the specified time frames and that they meet all of the mandatory qualifications specified within the solicitation, if applicable.

**Tab 1 - Related Work Experience and References** **(100 Points)**

- a. Include a summary of firm’s or individual’s history, including size, number of employees, length of time performing services, location of business, details of any technical training, or specialized education; and any other accomplishments pertinent to the District’s needs.
- b. Provide specific information on the extent of Firm’s experiences in providing the services specified for other Arizona School Districts of similar size and scope. Include school district’s name, contact name, phone number, specific services performed and number of years services have been performed. If the Firm does not have any Arizona School District experience, include experience with other entities of similar size and scope. Preference shall have given to those firms who have been successful in operating within an educational based environment and who are able to demonstrate a level of competence in offering the designated consultant services. The District will consider Firms that have no School District experience; however they may not receive as many points as a firm that does have School District experience.
- c. Provide a list of professional development, workshops, webinars, etc.
- d. Describe your firm’s presentation experience.
- e. Describe the types of formats you use for training materials.
- f. Provide a statement of why your Firm should be selected. What differentiates your Firm’s services from another Firm’s services?

**Tab 2 – Personnel** **(75 Points)**

- a. Provide detailed information on the key personnel (consultant/trainer) who will be assigned to work with the District. Resumes shall include relevant experience and background of individuals, authority level of personnel to make decisions on behalf of firm, certification and educational background and experience presenting the various programs offered.
- b. Include, at a minimum, a listing of other possible staff members that may be assigned to the District.

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
PROPOSAL REQUIREMENTS**

**Tab 3 – Method of Approach and Overall Cost (200 Points)**

- a. Include details of the various programs and workshops that are available that support the scope of services requested. Firms shall include scope and content and course objectives for each program offered. Information shall include course length, content of course, objectives of course, identification of presenter(s), etc.
- b. Include a completed Pricing Schedule **(Page 30)**. Firms shall clearly indicate the fees applicable to teach of the programs offered. Firms shall also indicate if there are any additional costs to the District such as travel costs (out of state), materials, etc. It is critical that the firm clearly identify all costs related to program offered. Cost issues that are not clearly identified within this Pricing section shall not be reimbursed by the District. *(Please expand spreadsheet as an attachment if additional fields for data entry are required; however, interested firms shall indicate the various workshop/course available that support the stated scope of services in a similar format. Note Company Name on each attached sheet).*
- c. To show overall value of the Program – please provide:
  - i. Evidence of staff, leadership development, school continuous improvement programs and the ability of that program to support the goals of the District.
  - ii. Different delivery models (i.e. trainer of trainers, webinars, direct instruction, etc.)
  - iii. Number of participants in each session.
  - iv. Clearly define scope and sequence of all content presented
  - v. List titles of applicable and aligned materials to scope and sequence (books, handouts on-line support).
  - vi. Identify time required for training (initially and on-going).
  - vii. Must be available immediately upon award. In subsequent years, must have year round availability.
- d. Include any additional information that will add value to the firms offer.

**Tab 4 - Overall Evaluation and Firm’s Perceived Ability to Provide Services (50 Points)**

- a. Include a completed, **signed** proposal cost form Attachment 1 **(Page 31)**.
- b. Include a completed, **signed** Offer and Acceptance Form. **(Page 34)**
- c. Include a completed, **signed** Deviations and Exceptions Form along with supporting information. **(Page 35)**
- d. Include a completed, **signed** Confidential/Proprietary Submittals Form. **(Page 36)**
- e. Include a completed, **signed** Amendment Acknowledgement Form. **(Page 37)**
- f. Include a completed, **signed** Non-Collusion Affidavit – *this form must be notarized.* **(Page 38)**
- g. Include a completed, signed I.R.S. W-9 Form. **(Page 39)**
- h. Include a completed, **signed** Vendor Registration Application Form. **(Page 40)**
- i. Include a completed Reference List for Performance Evaluation Surveys. **(Page 32)**
- j. Include proof of required insurance.
- k. If your firm will require the District to sign an additional contract, a copy of the proposed contract must be included with the Offer. Contract terms should not conflict with or supersede terms and conditions of this solicitation.

---

**Performance Evaluation Survey (Page 33) (25 Points)**

Offeror is responsible for sending out Performance Evaluation Surveys to previous or current clients (preferably Arizona School Districts). Complete the top portion (To the Attention Of, Name of Client’s Company, Client’s Phone, and Your Company Name) on the attached Performance Evaluation Survey. Fax, e-mail or mail the form to clients for which you have previously provided similar products or services. All clients should be different (the District will only consider one survey per client). Clients shall complete the survey and fax or email it directly to Littleton Elementary School District by the time and date indicated.

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**SPECIFICATIONS/SCOPE OF WORK**

**1. Introduction**

The purpose of this Request for Proposal (RFP) is to develop a long-term contract with qualified consulting companies to provide professional development and leadership training workshops, coaching, materials, and consulting services, which will build the knowledge and skills of District administrators and educators in the area of Instructional Strategies to support English Language Development and Special Education programs.

**3. Scope of Services**

The District is seeking creative proposals that offer engaging professional learning and leadership training targeted to certified and administrative staff (PreK-8). The following guidelines will apply:

- A. It is the responsibility of the offeror to clearly present the scope, outcomes, and content of the proposed training sessions that they would like to offer through this anticipated contract, and overall value of the program.
- B. Offerors shall indicate the time frames involved, such as half-day, full day, weekends, evenings, or multiple day programs; fees for each level; name of presenter; how to schedule and arrange for training; materials to be included, and any other expense related to the travel and/or training.
- C. If the offeror has many different training options, then it will be critical that each topic be presented independently, so the District can understand the various offerings.
- D. Firms offering multiple topic training options shall clearly identify and present each one separately.

**3.1 Materials**

Please include any materials that are available to purchase which are separate from training materials. Any special fees for materials or supplies must be clearly identified in the Cost/Pricing section.

**3.2 Training Locations**

All training will take place within the Littleton Elementary School District facilities or in a blended format online and within District facilities. Various training rooms are available to support a variety of group sizes. Successful firms shall be responsible for providing all materials necessary to present course work.

**4. Offeror Requirements**

**4.1 Work Start** – No work shall be performed until a Purchase Order has been received from the School District. The Offeror shall provide in writing in advance of the training to the School District:

- The specific scope of work or project plan or agenda;
- Course deliverables;
- Applicable course prerequisites;
- Cost

**4.2 Training Artifacts** – Offeror shall be required to provide the following for each class:

- Clearly stated measurable and realistic learning objectives;
- Assessments to accurately test participants' achievement of the learning objectives;
- Verification of attendance through a sign-in sheet;
- A certificate of completion for participant;

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
SPECIFICATIONS/SCOPE OF WORK**

- Training evaluations;

**4.3 Key Personnel, Materials**

Offeror shall permit the District to have access to the Offeror's key personnel to perform a review prior to the commencement of any services. This review may be accomplished at a site where similar subject matter is being delivered or in an interview-type setting. The District shall be allowed to edit and/or approve details or requested services, associated documentation and other materials.

**4.4 Training Locations**

The District shall have final say as to the location (On-Site or Off-Site) of the requested training, workshop or facilitated sessions. The District and Offeror shall agree in writing any Offeror preferred specifications for the training environment (room set-up, equipment or other facility requirements).

**4.5 Group Size Limits**

Offeror shall have established minimum and maximum class or group sizes critical to the learning success of the participants.

**4.6 Training Planning**

- Offeror shall not charge the District for planning session with Offeror to discuss training requirements and to assure that Offeror is a "fit" for the District's scope of services. A final understanding of training requirements shall be agreed upon in writing between the District and Offeror.
- An annual meeting, at no charge may be required for the purposes of networking with peers, keeping the Offeror informed about the District's directions, providing a forum for Offeror to express concerns or providing feedback about performance or future training requirements.

**4.7 Training Cancellation**

- **District's cancellation** – Notice of cancellation shall be provided by the District to the Offeror at least Forty-eight (48) business hours prior to the start time and date of scheduled training, workshop, or facilitated session. Both may agree to reduce or increase the notification period based upon the needs of the District and Offeror's key personnel and or facility availability.
- **Non-Participation** – For various reasons, including failure to meet the minimum participation level the District may cancel a scheduled training, workshop or facilitated session. Offeror shall not be compensated for services not provided if minimum level is not met.
- **Offeror cancellation** – Offeror may cancel scheduled classes up to ten (10) days prior to the scheduled start of the class for instructor-led classroom training classes or three (3) days for instructor-led on-line training classes, if certain attendance minimums aren't met.

**4.8 Hardware/Software Requirements** – Offeror shall have the hardware and software required to satisfy requirements stated under the scope of work. Offeror agrees to properly secure and maintain any computer systems (hardware and software applications) used in the performance of this contract, this includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this contract.

**4.9 Content of Workshops**

The following guidelines will apply:

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65**  
**RFP #20-001-25 STAFF DEVELOPMENT SERVICES**  
**SPECIFICATIONS/SCOPE OF WORK**

- It is the responsibility of the Offeror to clearly present the scope and content of the proposed workshops and leadership training that they would like to offer through this anticipated contract.
- Offerors shall indicate the time frames involved, such as half-day, full day, or multiple day programs; fees for each level; name of presenter, how to schedule and arrange for workshops, materials to be included, etc.
- If the Offeror has many different workshops programs, then it will be critical that each topic be presented independently, so the District can understand the various offerings. The District has developed a template (**Page 30**) to how the workshop information should be presented. Firms are not required to use this form, but should present their workshop information in a similar and consistent method as noted in the template.
- Firms offering multiple topic workshops shall clearly identify and present each one separately.
- Please include any materials that are available to purchase which are separate from workshop Materials.

**5. Workshop Facilities:**

Various conference rooms are available to support 40 to 100 attendees. Most rooms include access to built-in LCD and smart board apparatus.

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
PRICING SCHEDULE FORM**

*This form may be duplicated as necessary.*

*(Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)*

Interested firms shall indicate the various workshop/courses available that support the stated scope of services, in the format as indicated below

**Workshop Title:** \_\_\_\_\_

**Workshop Presenter(s)** \_\_\_\_\_

**Training Delivery Format:** \_\_\_\_\_  
*(Refer to Page 27 (3.4) for formats)*

**Workshop Length (Min/Max Class Size):** \_\_\_\_\_

**Describe Workshop/Course Objective(s):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Detail All Workshop Fees** (To include consultant time, travel costs, and any reimbursable expenses):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Materials (if Offered):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cost of Materials that are available to purchase, which are separate from workshop materials: \_\_\_\_\_%  
**Discount off of catalog pricing.**

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
ATTACHMENT 1 – PROPOSAL COST FORM**

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

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

The District utilizes a Procurement Card program to both improve and expedite the purchasing and payment process.

Will you allow payment using the Procurement Card?     \_\_\_ Yes \_\_\_ No

Will you provide a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing?     \_\_\_ Yes \_\_\_ No

If yes, please indicate the prompt payment discount that will be provided: \_\_\_\_\_



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

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

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

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

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

\_\_\_\_\_  
E-Mail Address

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

\_\_\_\_\_  
City

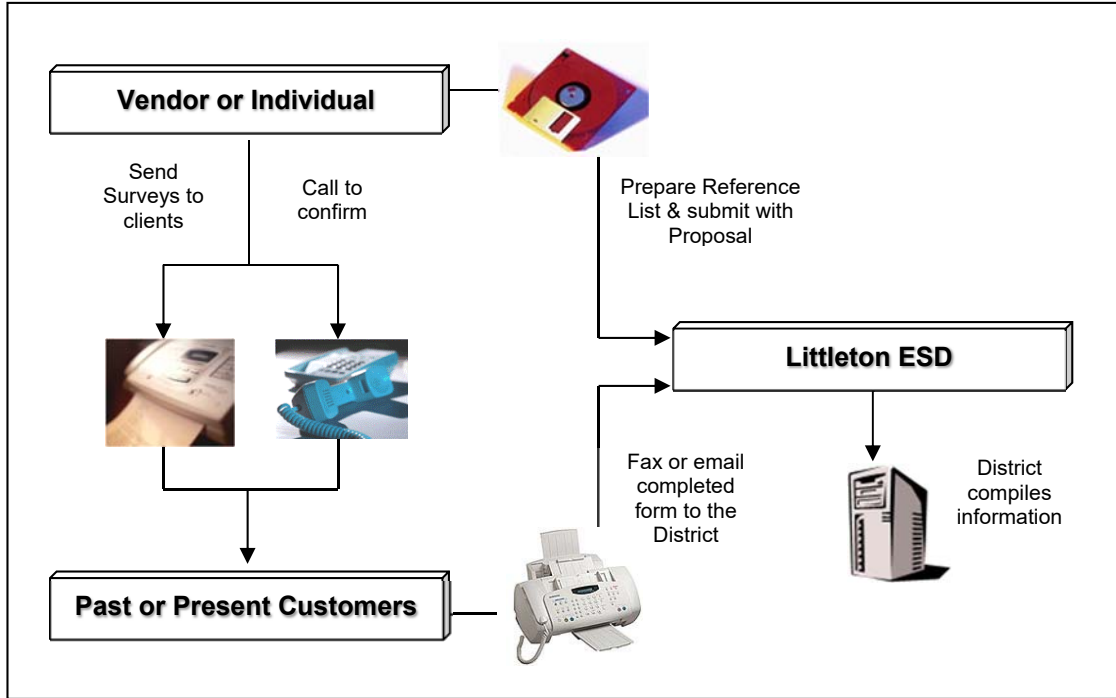
\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
ATTACHMENT 2- PERFORMANCE EVALUATION SURVEY**

**DETAILED INSTRUCTIONS ON HOW TO PREPARE A REFERENCE LIST AND HOW TO PREPARE AND SEND PERFORMANCE EVALUATION SURVEYS**

The objective of this process is to identify the past performance of a firm and key personnel assigned to perform the specified services. This is accomplished by sending survey forms to past and/or present clients. The clients will return the forms directly to the District, and the ratings will be averaged together to obtain a firm's past performance rating. The figure below illustrates the survey process. The survey form is included with this solicitation.



**SAMPLE REFERENCE LIST**

Submit a reference list. Below is an example of the information that should be included. List past and/or present clients for which you have provided similar services, and to whom you have sent the Performance Evaluation Survey Form. Include Reference List with Offer.

Survey ID #	First Name	Last Name	Phone	Fax	User Name	Project Name	Date Completed	Cost of Project
101	Joe	Smith	623.555.5555	623.555.5556	City of Avondale	Avondale Fire Systems	5/18/2015	\$50,000
102								
103								
104								
105								



**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
ATTACHMENT 2- PERFORMANCE EVALUATION SURVEY**

**Top portion is to be completed by the Offeror. Bottom portion is to be completed by Client.**

TO THE ATTENTION OF: \_\_\_\_\_

NAME OF CLIENT'S COMPANY: \_\_\_\_\_

PHONE: \_\_\_\_\_

COMPANY BEING SURVEYED: \_\_\_\_\_

**SUBJECT: RFP #20-001-25 STAFF DEVELOPMENT SERVICES**

To Whom It May Concern:

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

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

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

NO	Criteria	Unit	SCORE
1	Ability to Manage Cost	(1-10)	
2	Quality of Program	(1-10)	
3	Quality of Customer Service	(1-10)	
4	Quick Response Time	(1-10)	
5	Ability to Maintain Confidentiality	(1-10)	
6	Close Out Process (invoicing, no unexpected fees)	(1-10)	
7	Communication	(1-10)	
8	Ability to Follow Rules, Regulations and Requirements	(1-10)	
9	Overall Customer Satisfaction Based on Performance (comfort level in using vendor again)	(1-10)	

**TOTAL POINTS** \_\_\_\_\_

Thank you for your time and effort in assisting the vendor in this important endeavor. Please return this questionnaire directly to Littleton Elementary School District by fax (623) 478-5620 or by email to [murphy,kathy@littletonaz.org](mailto:murphy,kathy@littletonaz.org) by 2:00 p.m. on Friday, August 9<sup>th</sup>, 2019.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name of Client Being Surveyed

\_\_\_\_\_  
Phone Number / Email

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
ATTACHMENT 3 - OFFER AND ACCEPTANCE FORM**

**OFFER**

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

Arizona Transaction (Sales) Privilege Tax License No.:

\_\_\_\_\_

For clarification of this Proposal, contact:

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

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

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

\_\_\_\_\_

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

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

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



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

**Signature of Person Authorized to Sign Proposal**

Address \_\_\_\_\_

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

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

Title \_\_\_\_\_

**CERTIFICATION**

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

1. The submission of the Proposal did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, Offerors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the Bidder is in compliance and shall remain in compliance with anti-BDS legislation.
7. **In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.**
8. By submission of this Proposal, 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.
9. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

---

**ACCEPTANCE**

**The Proposal is hereby accepted.**

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Offeror's Proposal as accepted by the Littleton Elementary School District #65.

**This contract shall henceforth be referred to as Contract No. RFP #20-001-25 STAFF DEVELOPMENT SERVICES**

**The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an authorized Purchase Order from Littleton Elementary School District #65.**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Littleton Elementary School District)

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
ATTACHMENT 4 – DEVIATIONS AND EXCEPTIONS FORM**

Offerors shall indicate any and all deviations and exceptions taken to the provisions or specifications in this solicitation document. Clearly identify the specific paragraph(s) of the solicitation where the deviations or exceptions occur, and describe in detail. Offeror’s preprinted or standard terms will not be considered as part of any resulting Contract. All deviations and exceptions that are contained in the Offer may negatively affect the evaluation criteria as stated in the solicitation and may result in rejection of the Offer.

Deviations and Exceptions (mark one):

- No Deviations or Exceptions**
- Deviations or Exceptions Taken** (explain in detail - attach additional pages if needed):

---

The Undersigned hereby acknowledges that all Deviations and/or Exceptions to this solicitation are clearly listed on this form.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Authorized Signature



LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
ATTACHMENT 5 – CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM

Confidential/Proprietary Submittals (mark one):

- Confidential/Proprietary materials not included.**
- Confidential/Proprietary materials included.** Offeror should specifically identify below the section and page number(s) of the confidential/proprietary information as well as include a statement advising the School District/Public Entity of why the information should not be disclosed. Note that identification in this section does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the District. District will not consider an entire Offer or pricing as confidential or proprietary information. District will inform Offeror in writing of their determination.

---

The Undersigned hereby acknowledges that all items deemed to be confidential or proprietary are clearly listed on this form.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Authorized Signature



**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
ATTACHMENT 6 – AMENDMENT ACKNOWLEDGEMENT FORM**

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



Sign and date the appropriate line(s):

**No Amendments Issued**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Amendment No. 1 Acknowledgement**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Amendment No. 2 Acknowledgement**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Amendment No. 3 Acknowledgement**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
ATTACHMENT 7 – NON-COLLUSION AFFIDAVIT**

State of Arizona )  
 County of ) ) ss.  
 )

\_\_\_\_\_, affiant,

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

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

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

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



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

Subscribed and sworn to before me

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

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

***THIS FORM MUST BE NOTARIZED***

LITTLETON ELEMENTARY SCHOOL DISTRICT #  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
ATTACHMENT 8 - I.R.S. W-9 FORM

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Apply to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					
or								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					

**Part II Certification**

Under penalties of perjury, I certify that:

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

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



<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.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**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 1098 (home mortgage interest), 1098-E (student loan interest), 1098-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, later.*



**LITTLETON ELEMENTARY SCHOOL DISTRICT #65  
RFP #20-001-25 STAFF DEVELOPMENT SERVICES  
ATTACHMENT 9- VENDOR REGISTRATION APPLICATION FORM**



Leaders

in Learning, Caring and Growing

## VENDOR REGISTRATION APPLICATION

ORDER INFORMATION		PAYMENT INFORMATION	
LEGAL NAME OF ORGANIZATION / INDIVIDUAL		LEGAL NAME OF <u>PAYEE</u>	
STREET ADDRESS		STREET ADDRESS	
STREET ADDRESS 2		STREET ADDRESS 2	
CITY		CITY	
STATE	ZIP	STATE	ZIP
PHONE NUMBER W/ EXTENSION	FAX NUMBER	PHONE NUMBER W/ EXTENSION	FAX NUMBER
CONTACT NAME		CONTACT NAME	
EMAIL ADDRESS FOR <u>PURCHASE ORDERS</u>		EMAIL ADDRESS FOR <u>ACCOUNTS RECEIVABLE</u>	
WEB ADDRESS		DOES YOUR COMPANY ACCEPT PURCHASE ORDERS? <input type="checkbox"/> YES <input type="checkbox"/> NO	
DO YOU REMIT ARIZONA STATE SALES TAX? <input type="checkbox"/> YES <input type="checkbox"/> NO		<b>CONFLICT OF INTEREST DISCLOSURE</b>	
DOES YOUR COMPANY PROVIDE: <input type="checkbox"/> GOODS <input type="checkbox"/> SERVICES <input type="checkbox"/> BOTH <b>PLEASE DESCRIBE:</b>		ARE YOU A LESD EMPLOYEE? <input type="checkbox"/> YES <input type="checkbox"/> NO <b>IF YES, EXPLAIN:</b>	
		RELATIVE OF LESD EMPLOYEE? <input type="checkbox"/> YES <input type="checkbox"/> NO <b>IF YES, EXPLAIN:</b>	
		MEMBER OR RELATIVE OF LESD GOVERNING BOARD? <input type="checkbox"/> YES <input type="checkbox"/> NO <b>IF YES, EXPLAIN:</b>	
<b>VENDOR ACKNOWLEDGEMENTS - BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT:</b>			
<ol style="list-style-type: none"> <li>1. I am duly authorized to certify the information requested herein.</li> <li>2. To the best of my knowledge, the elements of the information provided herein are accurate and true as of this date.</li> <li>3. My organization shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment in accordance with Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. 41-1461 through 1465.</li> <li>4. Filing of a Vendor Registration Application supplies information only and does not constitute an assumed obligation by Littleton Elementary School District (LESD) to guarantee contractual awards or agreements to my organization.</li> <li>5. Updating information contained on this form is solely the duty of my organization.</li> <li>6. My organization will not provide any product or service without first having in our possession an authorized LESD Purchase Order. No products or services will be provided based on a verbal promise of a Purchase Order or with the submission of a requisition for a Purchase Order. I understand that payment for any product or service provided without an authorized Purchase Order is not the responsibility of LESD and that I will have to obtain payment from the individual requester.</li> <li>7. My organization will direct all communication regarding LESD Purchase Orders to the LESD Procurement Office.</li> <li>8. My organization will provide the Purchase Order number on all invoices submitted to LESD. I understand that invoices received without this information will not be paid.</li> <li>9. My organization will submit all invoices directly to LESD Accounts Payable and not to the requesting department or school.</li> <li>10. The Registered Sex Offender Restriction: Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or a sub-contractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonable expected to be present. The vendor further agrees by acceptance of this order that violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.</li> <li>11. Fingerprinting- A fingerprint check shall be made in accordance with A.R.S 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees except those who are not likely to have direct unsupervised contact with students, as determined by the School District.</li> <li>12. My organization will list the Purchase Order Number on the outside of each package. Packages without a Purchase Order number will be refused.</li> </ol>			
PRINTED OR TYPED NAME		TITLE	
SIGNATURE		DATE	

**\*NOTE: This form allows LESD to issue Purchase Orders and payment to you. It ~~does not~~ provide inclusion in the Littleton Elementary School District Vendor's Bid List. To be included in future bid opportunities - you must register separately at [www.azpurchasing.org](http://www.azpurchasing.org).**

