

**Whiteriver Unified School District, #20**

Invitation For Bid

IFB: 20-15-25

PROJECT: Bulk Fuel Delivered

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of 38PO Box 190
Whiteriver, AZ 85941

INVITATION FOR BID #	20-15-25
MATERIAL OR SERVICE	Bulk Fuel Delivered
DUE DATE & TIME	June 24, 2020, at 2:00 PM (Mountain Savings Time)
OPENING TIME	June 24, 2020, at 2:01 PM (Mountain Savings Time)
DISTRICT'S WEBSITE	www.wusd.us
OPENING LOCATION	Business Office, after picking up bids at the USPS in Whiteriver 959 S Chief Avenue Whiteriver, AZ 85941
QUESTIONS & SUBSTITUTION REQUESTS DUE BY EMAIL	No later than noon on June 12, 2020.

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, competitive sealed bids for the material or services specified will be received by the **Whiteriver Unified School District**, at the above specified location, until the time and date cited. Sealed bids received by the correct time and date shall be opened and the vendors' pricing shall be publicly read. All other information contained in the Offer shall remain confidential until award is made. **If directions to the office are needed**, please call (928) 358-5800. The Invitation for Bid and all Amendment(s) will be posted to www.wusd.us. It is the vendor's responsibility to check for and acknowledge Amendments.

Offers shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Offers shall not be considered. Offers must be submitted in a sealed package using the District provided label and/or envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope. All Offers must be written legibly in ink or typewritten. Additional instructions for preparing an Offer are provided herein.

Two (2) sets of the bid package are requested: one marked "**Original**", plus one marked "**Copy**".

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

Sandie Sedillo

June 9, 2020

Sandie Sedillo, Business Manager

Date

Phone: (928) 358-5800

Email: SSedillo@wusd.us

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Bid Status

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INVITATION FOR BID #	20-15-25
MATERIAL OR SERVICE	Bulk Fuel Delivered
DUE DATE	June 24, 2020 at 2:00 PM (Mountain Savings Time)
OPENING LOCATION	Business Office 959 S Chief Avenue Whiteriver, AZ 85941

This solicitation may only be obtained from our solicitation website at www.wusd.us. All amendments will be posted to www.wusd.us, the District's website. Any interested offerors without internet access may obtain a copy of this solicitation by calling (928) 358-5800 or a copy may be picked up during regular business hours at the District's Business Department, 959 S Chief Avenue. If you experience any problems receiving this Invitation for Bid, please call (928) 358-5800.

If you do not wish to bid on this solicitation, please provide written notification of your decision. Failure to respond could result in deletion of your name from the District's vendor listing. This form may be returned to the address above. A "No Bid" will be considered a response.

____ **Here is my "No Bid"; I cannot provide services of this nature at this time.**

____ **I am eager to do business with Whiteriver Unified School District as I provide these services. I will download it from the website, www.wusd.us.**

Name of Company____
Date Signed____
Authorized Signature/Local Representative____
Cell Phone Number____
Type Name and Position Held with Company____
Mailing Address____
City____
State____
Zip____
Email Address

IFB Issued:

June 9, 2020Email to: SSedillo@wusd.us

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NOTE: Bolded forms above should be submitted with your bid.

DOCUMENTS REFERENCED:

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

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

Arizona Department of Revenue at: <https://azdor.gov/transaction-privilege-tax/contracting-guidelines>

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

http://apps.azsos.gov/public_services/Title_07/7-02.pdf

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



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Uniform Instructions to Offerors

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1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Firm”** means any Business or Public Entity who has a Bulk Fuel Delivery Business or division and the proper authority to do business in Arizona.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Owner”** means the Whiteriver Unified School District.
- K. **“Person”** means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- L. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- M. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).
- N. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- O. **“School District”** means the School District that executes the Purchase Order.

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- 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 an Offer and not be opened until after the Offer due date and time.
- D. **Timeliness.** Any inquiry shall be submitted as soon as possible and should be submitted at least seven (7) days before the Offer due date and time for review. Failure to do so may result in the inquiry not being answered or considered for a Solicitation Amendment.
- E. **No Right to Rely on Verbal Responses or Electronic Mail Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.



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

3. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the impact of an Offeror's susceptibility for award. An offer that takes exception to any material requirement of the solicitation may be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form.
- J. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully



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precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

- L. 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).
- M. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
1. Amendment;
 2. Special Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Statement of Scope of Work;
 5. Specifications;
 6. Attachments;
 7. Exhibits;
 8. Special Instructions to Offerors; and
 9. Uniform Instructions to Offerors

4. Submission of Offer

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer and Acceptance. Offer shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed by the person authorized to sign the offer, and shall be submitted with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- C. Solicitation Amendments. A Solicitation Amendment shall be acknowledged no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
- D. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- E. Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate District interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the District Representative within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.
- F. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District.
- G. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:



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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 engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
3. By submission of this Offer, 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; and
4. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the Offeror, 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. Evaluation

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates is the sole responsibility of the Firm.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. § Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Firm shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all offers or portions thereof; or
 3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the



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award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Formation of Contract. A response to the Solicitation is an offer to contract with District based upon the terms, conditions, scope of work/services, and specifications contained in the Solicitation. An Offer does not become a contract unless and until District accepts it. A contract is formed when the District Representative signs the Award document on behalf of District. No work may commence or products be delivered until District has issued a Purchase Order to Firm.

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

- A. The name, address and telephone number of the interested party;
- B. The signature of the interested party or the interested party's representative;
- C. Identification of the solicitation or contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- E. The form of relief requested; and
- F. The interested party shall supply promptly any other information requested by the District Representative.

8. Time for filing protests R7-2-1143

- A. 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.
- B. In cases other than those covered in subsection (A), the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.
- C. The interested party may file a written request with the district representative for an extension of the time limit for protest filing set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.
- D. If the interested party shows good cause and it is advantageous to the school district, the District Representative may consider any protest that is not filed timely.
- E. The District Representative shall immediately give notice of the protest to the successful Firm if award has been made or, if no award has been made, to all interested parties.
- F. At any time the District Representative or hearing officer may refer the protest to the governing board for resolution in accordance with R7-2-1152.



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Uniform Terms and Conditions

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1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Firm”** means any person who has a Purchase Order the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Materials”** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- I. **“Offer”** means bid, proposal or quotation.
- J. **“Offeror”** means a vendor who responds to a Solicitation.
- K. **“Owner”** means the Whiteriver Unified School District.
- L. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- M. **“Services”** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- N. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- O. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- P. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- Q. **“School District”** means the School District that executes the Contract.

2. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) § 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
 - 1. Amendments;
 - 2. Special Terms and Conditions;



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3. Uniform General Terms and Conditions;
4. Statement or Scope of Work;
5. Specifications;
6. Attachments;
7. Exhibits;
8. Documents Referenced in the Solicitation;
9. Bid Response.

- D. Relationship of Parties. The Firm under this Contract is an independent Firm. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Firm shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability
- C. Audit. Pursuant to ARS §35-214, at any time during the term of this Contract and five (5) years thereafter, the Firm's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.



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H. **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the District shall be considered the creator of such Intellectual Property. The District shall own the entire right, title and interest to the Intellectual Property throughout the world. Firm shall notify the District, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Firm, on behalf of itself and any subcontractor(s) agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the District and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the District. The Intellectual Property shall not be disclosed by Firm or its subcontractor(s) to any entity not the District without the express written authorization of the District.

I. **Federal Immigration and Nationality Act.** By entering the contract, Firm warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The District may request verification of compliance from any Firm 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 Firm 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 Firm. All costs necessary to verify compliance are the responsibility of the Firm.

J. **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Firm warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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

4. Costs and Payments

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

B. **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destination.

C. **Applicable Taxes.**

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

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

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

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

D. **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the



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Contract. The School District will make reasonable efforts to secure such funds.

5. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract 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 Firm are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Firm shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Firm 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 Firm 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.

6. Risk and Liability

- A. Risk of Loss. The Firm 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 Firm regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Firm 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 Firm shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Firm 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 Firm 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



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

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

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

7. Warranties

- A. Liens. The Firm warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Firm warrants that for one year after acceptance by the School District of the materials or services, they shall be:
 1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Firm.
- C. Fitness. The Firm warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Firm, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Firm shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 1. Firm's Representations and Warranties. All representations and warranties made by the Firm under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 2. Purchase Orders. The Firm 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 Firm 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.

8. School District's Contractual Remedies

- A. Right to Assurance. If the School District in good faith has reason to believe that the Firm does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Firm give a written assurance of intent or ability to perform. Failure by the Firm to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 1. The School District may, at any time, by written order to the Firm, require the Firm 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 Firm, and for any further period to which the parties may agree. The order shall be specifically identified as a



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stop work order issued under this clause. Upon receipt of the order, the Firm 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 Firm shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District shall be entitled to offset against any sums due the Firm, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Firm's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. Contract Termination

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



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

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

10. Contract Claims

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

11. Gift Policy

The District has adopted a zero tolerance policy and will not accept any gifts, gratuities or advertising products from vendors.

12. Terrorism Country Divestments

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

13. Boycott of Israel

Per A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments. 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 State will take no action to enforce it.

14. Fingerprint Clearances

If required to provide services on school district property at least five (5) times during a month, Firm shall submit a full set of fingerprints to the school district in accordance with A.R.S. § 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

15. Registered Sex Offender Notification Restriction

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

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Whiteriver, AZ 85941**1. Inquiries**

All questions regarding this IFB must be submitted in writing no later than noon on June 12, 2020 by email to Sandie Sedillo at SSedillo@wusd.us. The bidder should not contact any other individuals to obtain information concerning the solicitation or its contents.

2. Interpretations and Amendments

Should a bidder find discrepancies in, or omissions from, the Solicitation Documents, or is in doubt as to their meaning, bidder must at once notify the District, who will send a written instruction to each person receiving a set of documents. The bidder submitting a request for interpretations will be responsible for its prompt delivery. All requests for interpretations shall be made in writing. The Owner will not be responsible for any explanations or interpretations except those duly issued in the form of written Amendment. Receipt of any Amendment so issued during the time of bidding shall be included in the bid and shall be acknowledged in the Bid and be made a part of the Contract Documents.

3. Purpose of Specifications

Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must indicate such in its bid.

4. Term of Contract

The intends that the resulting award will be for one year with up to four (4) additional one year renewals for a total of five years.

5. Multi Award

The District intends to make a single award.

6. Inspection

Each delivery will have a final inspection and acceptance by a member of the Whiteriver Unified School District transportation staff. Any discrepancies noted during the inspection will be corrected prior to final payment.

7. Invoicing

Invoices and statements shall be itemized and provided monthly to the District for all delivered bulk fuel and must include at minimum the following:

- Delivery date, time and location
- Delivery charges
- Purchase order #
- Amount of fuel
- Type of fuel
- OPIS pricing on the day of delivery
- Applicable taxes

Invoices shall not be more than 30 days in arrears. Delivery tickets must be provided at the time delivery with before and after stick readings.

8. Shipping

Shipping shall be FOB destination, prepaid and added to the invoice at actual costs as included in your pricing.

9. Use of Brand Names

Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict bidder from offering suitable alternates. However, Whiteriver Unified School District reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the



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solicitation. Whiteriver Unified School District will be the sole judge on the question of equal quality, and the District's decision shall be final.

10. Examination of Contract Documents

- A. Before submitting a Bid, Bidders shall carefully examine all of the Contract Documents and visit the Project site and fully inform themselves as to all existing conditions and limitations. Bidders shall include in their Bid a sum to cover the cost of all items included in the Contract. The Bidder, if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing, concerning which such Bidder might have fully informed themselves prior to the bidding.
- B. All quantities for bid submittal purposes are to be field verified by qualifying vendor prior to submitting bid submittal. The Offeror is cautioned that it is the Offerors sole responsibility to submit information related to the evaluation categories and that the Whiteriver Unified School District of Arizona is under no obligation to solicit such information if it is not included with the offerors bid. Failure by the offeror to submit such information may cause an adverse impact on the evaluation of the offerors bid.

11. Submission of Bid Package

The bid package, also known as the Offer, should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of the IFB. Emphasis should be on the completeness and clarity of content and should include the forms and information listed within this Section. Using the Bid Cover Sheet (Checklist) provided within the IFB is strongly recommended to ensure all necessary information is included for the submission of a bid package.

A. Offer and Acceptance

Offeror shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form shall be signed with an original signature by an Authorized Representative of the Offeror, and shall be submitted with the submitted bid no later than the Offer due date and time. Failure to return a signed Offer and Acceptance Form may result in rejection of the Offer.

B. Confidential Information

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1016, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

C. Bid Pricing Submittal

Bidders must submit their pricing as outlined on the Bid Pricing Submittal form.

D. Deviations and Exceptions

The form should be completed if there are any deviations/exceptions to the information found within the Invitation for Bid. Any deviation or exception not included on the form provided shall be without force and effect in any resulting Contract. Failure to show specific deviations indicates full compliance with the IFB.

E. Familial Relationship Disclosure – Notarized

A notarized statement disclosing any relationship with the District or Governing Board must be included in the bid package.

F. Amendment Acknowledgement

The form should be used to acknowledge any/all Amendments that may be issued. The form does not have to be submitted within the bid package if no Amendment(s) is issued. Signatures provided on this document serve as confirmation that the Offeror has reviewed and acknowledges any change, clarification or modification made to the original bid and/or related documents.

G. Non-Collusion – Notarized

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Offeror attests that the bid is genuine, is neither a sham nor collusive, nor is made in the interest for or on behalf of any person or corporation not named within the bid. The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other bidder. It also certifies that the Offeror has not directly or indirectly induced or solicited any other bidder to put in a sham or collusive bid, or induced or solicited any other bidder to refrain from submitting an offer. This form shall be notarized.

H. I.R.S. W-9 Form, Request for Taxpayer Information

Offeror should submit a current I.R.S. W-9 Form with the bid package. The W-9 form is required in order to receive payment under the Contract.

12. Offer Submission, Due Date and Time

It is the vendor's responsibility to ensure that the bid package is delivered on the due date by the time required. Delivery times vary for all packages delivered to WUSD. If packages are received after the due date and time specified in the solicitation due to carriers like UPS or Fed Ex delivering late, WUSD will not be held responsible and the late bid package will not be considered.

13. Evaluation Opening

Sealed bids received by the correct time and date shall be opened and each vendor's pricing shall be publicly read. All other information contained in the Offer shall remain confidential until award is made.

A. Evaluation Criteria

Bids may not be considered responsive and/or acceptable if they do not contain information sufficient to perform the necessary vetting of information requested in the IFB. Necessary components include an indication of the Bidder's intent to be bound, bid pricing submittal, acknowledgement of amendment(s), appropriate bonds, warranty information, company profile and any pertinent reference data as required. As stated in the Uniform Instructions, Exceptions to the Terms and Conditions may impact a Bidder's susceptibility for award. Once the bid package is determined responsive and the bidder is determined to be responsible, price is the most important factor. A tally sheet will be developed with the pricing and costs requested in the IFB.

B. Clarification of Bid Submittals

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

C. Responsibility, Responsiveness and Acceptability

In accordance with R7-2-1076, R7-2-1161, R7-2-1168, R7-2-1171, and R7-2-1003(B), R7-2-1031 or R7-2-1046, the District shall consider the following in determining Offerors' responsibility as the responsiveness of bids submitted in response to the solicitation. Determinations of non-responsibility and/or non-responsiveness shall be made in writing and shall set forth the bases for the determination. Bids determined to be non-responsive and/or non-responsible shall prevent the bid from evaluation and the Offeror shall be notified accordingly.

1. Mandatory Responsiveness Requirements**a. A Signed Offer Form is included****2. Debarment, Suspension or Contract Termination**

Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the District, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the District or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.

3. Bid Submittal Package

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Bids may not be considered responsive if they are not submitted in the requested format; if they include significant exceptions to any requirements, terms or conditions that render the bid unacceptable; or do not contain sufficient contents with which to evaluate the bid, pricing and/or other requested information. Failure to submit all requested information may result in rejection of the bid.

4. Additional Responsibility Factors

- a. Whether the proposed firm supplied all necessary information concerning its responsibility;
- b. Complaints on file with the Better Business Bureau;
- c. Prior litigation history; and
- d. References provided and others that the District reaches out to for information.

14. Award**A. Contract Award**

An award will be made to the lowest responsive and responsible bidder that conforms in all material respects to the requirements outlined in the Invitation for Bid. The District reserves the right to award the base bid and any combination of alternates, if any, that is deemed most advantageous to the District in determining the lowest responsive and responsive bidder. If a Bidder is awarded a contract and is unable to meet its contractual obligations, WUSD may cancel the Contract and award to the next lowest ranked Bidder if the determination occurs within a reasonable time period after original Contract Award.



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1. Purpose

The Whiteriver Unified School District (WUSD) (also referred to as "Owner") is requesting bids from qualified firm(s) Bulk Fuel Delivered to its transportation department on the Whiteriver USD property.

2. Definition of Key Words Used

- A. Shall, Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a bid as non-responsive.
- B. Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the District may, at its sole option, ask the Offeror to provide the information or evaluate the bid without the information.
- C. May: Indicates something that is not mandatory but permissible.

3. Contract Type

Fixed Discounted Price

4. Multiple Award

Where applicable, the School District reserves the right to make multiple awards but it is the intent of the District to award one contract.

5. Price Clause

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

6. Contract Award

The District intends to award a firm-fixed price contract to a single Offeror, unless otherwise indicated, resulting from this solicitation to the responsible Offeror whose bid represents the best value after evaluation in accordance with the criteria identified in the solicitation. The District may waive informalities and minor irregularities on bids received. The offeror's initial bid should contain the offeror's best terms from a price or cost and technical standpoint. The District reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the offeror specifies otherwise in the bid. The District may reject any or all bids if such action is in the District's best interest.

7. Terms of Award

It is the intent of the District to award a contract at its next Governing Board meeting. It will be for one year with an option to renew if all parties are satisfied for up to four additional years.

8. Award Basis

The successful Offeror(s) will be determined by the Evaluation Criteria, as presented. Awards will not be made based on price alone, as the Offeror must be responsive and responsible. The District reserves the right to award as many contracts for the services as may be in the best interest of the District. If a firm receives a bid award, an order is placed and firm is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Invitation for Bid, or is unable to hold bid price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with bid specifications, as determined by the District, the District reserves the right to go to the next lowest bid price of equal quality which meets bid specifications. If the bid item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, Firm must pick up item immediately and replace to each district's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

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

9. Contract Payment Terms



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Offerors must indicate the prompt payment terms that they will offer to the District (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, offeror's payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.

10. Insurance

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

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming **Whiteriver Unified School District** as an additional insured party.

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

11. 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.

12. Lobbying

Lobbying is not permitted with any district personnel or board members related to or involved with the IFB. Award of the project will be posted appropriately when Governing Board approves the recommendation. Any oral or written inquiries must be directed through the procurement department.

Lobby is defined as "any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities." Any Offeror or any individuals that lobby on behalf of Offeror during the time specified will result in the rejection and disqualification of said Offer.

13. Contract Cancellation

- A. This contract is subject to cancellation pursuant to A.R.S. § 38-511. This contract is critical to the District and the District reserves the right to immediately cancel the whole or any part of this contract due to failure of the Firm to carry out any materials obligation term or condition of the contract. The District shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:
1. The Firm provides material that does not meet the specifications of the contract;
 2. The Firm fails to adequately perform the services set forth in the specifications of the contract;
 3. The Firm fails to complete the work required or furnish the materials required within the time stipulated in the contract;
 4. The Firm fails to make progress in the performance of the contract and/or gives the District reason to believe that the Firm will not or cannot perform to the requirements of the contract.
- B. The District may resort to any single or combination of the following remedies:
1. Cancel any contract;
 2. Reserve all rights or claims to damage for breach of any covenants of the contract;

14. Acceptance Period



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In order to allow for an adequate evaluation, the District requires an offer in response to the solicitation to be valid and irrevocable for 30 days after the opening time and date. It is expected that the award for this contract will be made in 30 days. However, no commitment is made to this award date.

15. Americans with Disabilities Act of 1990

The Firm shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the procurement officer for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

16. Civil Rights Assurance Statement

The Firm is subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

17. ACCEPTANCE OR REJECTION OF BIDS

The Owner reserves the right to reject any or all bids and to waive any informality in the bids received. The award of the Contract, if made by the Owner, will be made to the responsible and responsive bidder submitting the lowest bid, but the Owner shall determine, in its own discretion, whether a bidder is responsive, a bidder is responsible and qualified to perform the Contract, what bid is the lowest, and whether it is in the interest of the Owner to accept the bid.

18. Discount Clause

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

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

19. Pricing

The contract price for all gasoline and diesel fuels shall be the margin price (in cents, to a maximum of four decimal places) for each line item, to be added to the Phoenix "Rack average" price published each Thursday by the Oil Price Information Service (O.P.I.S.) for the type of fuel required by in order to determine the actual purchase price. The average price published by O.P.I.S. each Thursday shall be in effect for purchases from Monday through Sunday of the following week. If O.P.I.S. does not publish a price for the type of fuel required in the current week, the most recent published price shall prevail.

20. Bid Submittal

Please remember, that because of COVID19, the District is only accepting bids via United States Postal Service delivery. Do not show up at the District Office with your bid. You will be found non responsive.

**Whiteriver Unified School District, #20****Scope of Work**

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PO Box 190
Whiteriver, AZ 85941**1. Purpose**

The Whiteriver Unified School District has the need to enter into a contract for one year (with the District having the option to extend the contract for a maximum of four additional one-year periods) with qualified firms to provide Bulk Fuel Delivered.

2. General Summary of Work:

Description	Estimated Usage	Tank Capacity
Unleaded Fuel	35,000 gallons	1 - 6,000 gallons
Ultra-Low Sulphur	63,000 gallons	1 - 6,000 gallons
Red Diesel Fuel		1 - 5,000 gallons

A. Gasoline And Oxygenated Fuels

The gasoline will be unleaded 87-octane regular gasoline and shall conform to the most recent American Society for Testing and Materials (ASTM) Standard Specification #D4814 or the latest edition standard specifications for automotive gasoline for the State of Arizona and any ASTM revision thereafter. The anti-knock index (RON + MON/2) must be in compliance with ASTM D4814 or latest edition as it relates to unleaded regular gasoline. The minimum anti-knock octane for reformulated unleaded regular gasoline shall be 87. Gasoline is subject to the rules, regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency (EPA), and Arizona State Statutes which require the use of reformulated oxygenated gasoline and specify maximum vapor pressures for certain areas.

B. Diesel Fuel

All Diesel fuel shall be all purpose ULSD fuel oil intended for use in all types of diesel engines under all normal conditions of service. The diesel fuel shall comply with ASTM D-975, Grade No. 1-D S15—A special-purpose, light middle distillate fuel for use in diesel engine applications requiring a fuel with 15 ppm sulfur (maximum) and higher volatility than that provided by Grade No. 2-D S15 fuel, with a cetane rating of 45. Cetane rating will be computed using the ASTM D-976 method. Using this standard, a required octane rating of 45 has a tolerance, but with this tolerance, it may not be lower than 40 cetane. The calculated cetane method will be used to determine cetane rating of fuel. Please refer to ASTM D-976, latest edition, for test method to ensure cetane rating of 45 is being delivered. No cetane enriching additives are to be used. Only ultra-low sulfur No. 2 diesel fuel with sulfur content of 0.0015% or less will be accepted. All Gasoline will meet all Arizona Department of Environmental Quality (ADEQ) requirements for fuel type and locality.

**Whiteriver Unified School District, #20****Bid Cover Sheet (Checklist)**

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NOTE: It is strongly advised to utilize this Bid Cover Sheet for the bid package submission as a checklist to ensure all required documentation has been included and submitted properly.

Checklist	Initial each Box when completed
Bid Pricing Submittal – should include:	
Vendor Payment Form	
Deviations and Exceptions	
Confidential/Proprietary Information	
Familial Relationship Disclosure Statement – <i>Notarized</i>	
Amendment Acknowledgment Form	
Non-Collusion Statement – <i>Notarized</i>	
Offer and Acceptance – <i>Signed</i>	
I.R.S. W-9 Form , Request for Taxpayer Identification Number	

Complete and Return this page.

**Whiteriver Unified School District, #20****Bid Pricing Submittal Form**

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Whiteriver, AZ 85941**1. Contractor shall identify the minimum gallons considered for a full load for the following**

Delivery Method	Type of FUEL	Gallons
Truck/Trailer	Diesel	
Truck/Trailer	Unleaded Gasoline	
Truck/Trailer	Split Load (Diesel and Gasoline)	
Tank Wagon	Diesel	
Tank Wagon	Unleaded Gasoline	
Tank Wagon	Split Load (Diesel and Gasoline)	

2. Contractor shall identify fixed fee for delivery

Delivery Method	Type of FUEL	Delivery Fee per Gallons
Truck/Trailer	Diesel	
Truck/Trailer	Unleaded Gasoline	
Truck/Trailer	Split Load (Diesel and Gasoline)	
Tank Wagon	Diesel	
Tank Wagon	Unleaded Gasoline	
Tank Wagon	Split Load (Diesel and Gasoline)	

3. Discount off the _____ Rack price as a percentage. _____%
Name Rack Location**4. Emergency Orders**


Contractor shall provide delivery pricing, if applicable, for after hour emergency per gallon in addition to the fuel cost \$_____.

5. Market Basket Example

If the following had been ordered on so that the Average Phoenix Rack pricing of Thursday, June 11, 2020 were to be used as an example, what would the costs have been.

Description	Gallons Ordered	Price per Gallon With Discount	Delivery Fee	Total Cost of Order
Unleaded per gallon	4,000.			
ULSD Clear per gallon	4,200.			
Red Dye	4,300.			

6. Please include documentation of the June 11, 2020 O.P.I.S. pricing**Complete and Return this page.**

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1. Federal Requirements

WUSD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (“EDGAR”). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to WUSD along with you Proposal submission

The following certifications and provisions are required and apply when WUSD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

2. Required Contract Provisions For Non-Federal Entity Contracts Under Federal Awards Appendix II To 2 CFR Part 200

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when WUSD expends federal funds, WUSD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES ☐ NO ☐ _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (B) above, when WUSD expends federal funds, WUSD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation.

WUSD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if WUSD believes, in its sole discretion that it is in the best interest of WUSD to do so. Vendor will be compensated for work performed and accepted and goods accepted by WUSD as of the termination date if the contract is terminated for convenience of WUSD. Any award under this procurement process is not exclusive and WUSD reserves the right to purchase goods and services from other vendors when it is in WUSD’s best interest.

Does Vendor agree? YES ☐ NO ☐ _____ Initials of Authorized Representative of Vendor

- (C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when WUSD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree? YES ☐ NO ☐ _____ Initials of Authorized Representative of Vendor

Complete and Return this page.

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- (D) Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when WUSD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES ☐ NO ☐ _____ Initials of Authorized Representative of Vendor

- (E) Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when WUSD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by WUSD resulting from this procurement process.


Does Vendor agree? YES ☐ NO ☐ _____ Initials of Authorized Representative of Vendor

- (F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by WUSD, the vendor certifies that during the term of an award for all contracts by WUSD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES ☐ NO ☐ _____ Initials of Authorized Representative of Vendor

Complete and Return this page.

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(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by WUSD, the vendor certifies that during the term all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES ☐ NO ☐ _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (H) above, when federal funds are expended by WUSD, the vendor certifies that during the term of an award for all contracts by WUSD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES ☐ NO ☐ _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (I) above, when federal funds are expended by WUSD, the vendor certifies that during the term and after the awarded term of an award for all contracts by WUSD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES ☐ NO ☐ _____ Initials of Authorized Representative of Vendor

Complete and Return this page.

**Whiteriver Unified School District, #20**

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Whiteriver, AZ 85941**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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

Does Vendor agree? YES ☐ NO ☐ _____ Initials of Authorized Representative of Vendor

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

Does Vendor agree? YES ☐ NO ☐ _____ Initials of Authorized Representative of Vendor**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES ☐ NO ☐ _____ Initials of Authorized Representative of Vendor**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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

Does Vendor agree? YES ☐ NO ☐ _____ Initials of Authorized Representative of Vendor**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS**

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

Does Vendor agree? YES ☐ NO ☐ _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

(Signature of Person Authorized to Sign Offer)_____
(Title)Subscribed and sworn to before me
this _____ day of _____

, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____

Complete and Return this page.

**Whiteriver Unified School District, #20****Vendor Payment Form**

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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	
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?	
VENDOR ACKNOWLEDGEMENTS - BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT:			
<ol style="list-style-type: none">1. I am duly authorized to certify the information requested herein.2. To the best of my knowledge, the elements of the information provided herein are accurate and true as of this date.3. My organization will comply with all State statutes and Federal equal opportunity and non-discrimination requirements and conditions of employment in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order Number 75-5 dated April 28, 1975.4. Filing of a Vendor Registration Application supplies information only and does not constitute an assumed obligation by Whiteriver Unified School District (WUSD) to guarantee contractual awards or agreements to my organization.5. Updating information contained on this form is solely the duty of my organization.6. My organization will not provide any product or service without first having in our possession an authorized WUSD 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 WUSD and that I will have to obtain payment from the individual requestor.7. My organization will direct all communication regarding WUSD Purchase Orders to the WUSD Procurement Office.8. My organization will provide the Purchase Order number on all invoices submitted to WUSD. I understand that invoices received without this information will not be paid.9. My organization will submit all invoices directly to WUSD Accounts Payable and not to the requesting department or school.			
SIGNATURE		DATE	
PRINTED OR TYPED NAME		TITLE	

Complete and Return this page.

**Whiteriver Unified School District, #20****Deviations/Exceptions Attachment**

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Any deviation or exception to information found within the Invitation for Bid must be identified below. Any deviation, exception or the inability of the vendor to comply with a particular item found within the IFB must be clearly and fully stated. Failure to list any deviations indicates full compliance with the IFB.

Section	Page	Item	Reason for Deviation or Exception

Signed: _____ Date _____

Complete and Return this page.

**Whiteriver Unified School District, #20**

Confidential/Proprietary Information

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All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a bid response that are proprietary or a trade secret, a process is outlined in A.A.C. R7-2-1006, which allows qualifying materials to be designated as confidential and excluded from disclosure.

This form must be completed and returned with the bid package, along with any supporting information to assist the District in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

*****Requests to hold the entire offer or price as confidential will result in the Offer being deemed Not Susceptible for Award*****

Bidders must select one of the following:

- ☐ My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record.
- ☐ My response **does** contain trade secret information because it contains information that:
1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory confidential and/or trade secret definition.

If the District agrees with the bidder's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City

State

Zip

Title

Complete and Return this page.

**Whiteriver Unified School District, #20****Familial Relationship Disclosure Statement**

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All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offeror and any member of the Governing Board of the Whiteriver Unified School District or any employee of the Whiteriver Unified School District.

The undersigned, the owner or authorized officer of _____

(the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, hereby represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of WUSD or any employee of WUSD. If such a relationship exists, please explain:

Bidder/Employee

Name Related to:

Relationship

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature of Person Authorized to Sign Offer)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Signature of Notary Public in and for the _____

State of _____

County of _____
_____**Complete and Return this page.**



Whiteriver Unified School District, #20
Amendment Acknowledgement Attachment

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This form should be used to acknowledge any/all Amendments that may be issued. The form does not have to be submitted within the bid package if no Amendment(s) is issued. Signatures provided on this document serve as confirmation that the Offeror has reviewed and acknowledges any change, clarification or modification made to the original bid and/or related documents.

Please sign and date below, where appropriate:

Amendment #1 _____ Date _____

Amendment #2 _____ Date _____

Amendment #3 _____ Date _____

Amendment #4 _____ Date _____

Amendment #5 _____ Date _____

Amendment #6 _____ Date _____

Complete and Return this page.

**Whiteriver Unified School District, #20**

Non-Collusion Statement Attachment

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State of _____)
_____) ss.
County of _____)

, affiant,

(Print Name of Person Authorized to Sign Offer)

the

(Title)

(Company Name)

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

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

(Signature of Person Authorized to Sign Offer)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____

Complete and Return this page.


**Whiteriver Unified School District, #20****Offer and Acceptance Attachment**

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

Company Name		For Clarification of this Offer, contact the following person:	
D-U-N-S Number		Name	
Federal Employer Identification No.		Phone	
		Signature of Person Authorized to Sign Offer	
Street Address		Email	
City	State	Title	
Zip			

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 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 offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror 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, Firms and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.
7. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements as identified in the Uniform Terms and Conditions.
8. Certifies the Offeror has investigated all required fees, permits and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the costs of such fees, permits and requirements not otherwise indicated as provided by the District.
9. By submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. By submission of this offer, the bidder has the expertise and financial capacity to perform and complete all obligations under the bidding documents.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 20-15-25 for Bulk Fuel Delivered

The effective date of the Contract is _____, 20____

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

Awarded this _____ day of _____, 20____

Authorized signature of the District

Complete and Return this page.

**Whiteriver Unified School District, #20****Request for W-9 Attachment**

IFB: 20-15-25

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Whiteriver, AZ 85941**Form W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**▶ Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**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 one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: 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 not 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) _____ (Applies to accounts maintained outside the U.S.)
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								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

**Sign
Here**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.

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.

SEALED BID PACKAGE –DELIVERY LABEL

Submitted by:	
Address:	
City, State, Zip:	

IFB #20-15-25 for Bulk Fuel Delivered

Due: No later than June 24, 2020 by 2:00 PM (Mountain Savings Time)

Whiteriver Unified School District, #20
Attn: Sandie Sedillo, Purchasing
Business Office
PO Box
Whiteriver, AZ 85941