

# ATTACHMENT I

## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Inquiries

- A. Duty to Examine.  
It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
  
- B. Solicitation Contact Person.  
Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
  
- C. Submission of Inquiries.  
The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
  
- D. Timeliness.  
Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
  
- E. No Right to Rely on Verbal Responses.  
Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
  
- F. Solicitation Amendments.  
The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, Amendment(s) shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
  
- G. Pre-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.

## **2. 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 R7-2-1030.
- C. Evidence of intent to be Bound.  
The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions.  
All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
- E. Request for Proposals/Qualifications.  
All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- F. Subcontracts.  
Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- G. Cost of Offer Preparation.  
The District will not reimburse any Offeror the cost of responding to a Solicitation.
- H. Federal Excise Tax.

School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

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

### **3. 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 should be plainly marked on the outside of the envelope or package.

B. Electronic Submission.

If determined by the District that electronic submission of offers is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the Solicitation. Unless otherwise instructed, a facsimile or electronically submitted Offer shall be rejected.

C. Offer Amendment or Withdrawal.

An Offeror may modify or withdraw an Offer in writing at any time before Offer opening if the modification or withdrawal is received before the Offer due date and time at the location designated in the Offer. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under R7-2-1044.

D. Public Record.

Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity pursuant to R7-2-1006. If an Offeror believes that information in its Offer contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

E. Non-collusion, Employment, and Services.

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition . It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its 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 proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity; including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body: and

4. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan or cooperative agreement.

#### 4. Additional Offer Information

- A. Late Offers, Modifications or Withdrawals.  
An Offer, Modification or Withdrawal submitted after the exact Offer due date and time shall not be considered except under the circumstances set forth in R7-2-1044 .
- B. Disqualification.  
An Offer from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- C. Offer Acceptance Period.  
An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- D. Payment.  
Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- E. Waiver and Rejection Rights.  
Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
  1. Waive any minor informality;
  2. Reject any and all Offers or portions thereof; or
  3. Cancel a Solicitation.

#### 5. Award

- A. Number or Types of Awards.  
Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items , by an incremental award or by Region, or as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District/public entity determines is necessary to meet the needs of the School District/public entity.
- B. Contract Commencement.

An Offer does not constitute a Contract, nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the three (3) documents (the original solicitation response bearing the signature of the offeror, the offer and acceptance form signed by the procurement officer, and the school district's signed purchase order) become the forms of Contractual Agreement, agreeing to the performance of all conditions set forth in the solicitation, the standard instructions and standard terms and conditions and special instructions and terms and conditions, including any amendment issued by the solicitation. 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. Final Acceptance for each participating School District/public entity will be contingent upon the approval of their Governing Board, if applicable.

## 6. 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-I 141 through R7-2-I 153. Protests shall be in writing and be filed with the District Representative, Dawn Ruiz, Business Manager.

- A. A protest shall include:
  - 1. The name, addresses, and telephone number of the interested party;
  - 2. The signature of the interested party or the interested party's representative;
  - 3. Identification of the purchasing agency and the Solicitation or Contract number;
  - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
  - 5. The form of relief requested; and
  - 6. The interested party shall supply promptly any other information requested by the district representative.
- B. 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.
- C. In cases other than those covered in section B of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.
- D. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district 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.