

INVITATION FOR BID
27-025-TUSD1
PALO VERDE HIGH SCHOOL'S AUDITORIUM UPGRADES

Tucson Unified School District
1010 E. Tenth St.
Tucson, AZ 85719

RELEASE DATE: August 20, 2026

DEADLINE FOR QUESTIONS: September 2, 2026

RESPONSE DEADLINE: September 9, 2026, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/tusd1>

Tucson Unified School District
INVITATION FOR BID
Palo Verde High School's Auditorium Upgrades

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Attachments:

A - 1986 PALO VERDE HS AUDITORIUM PARTIAL FLOOR

B - 1991 PALO VERDE HS SITE POWER DISTRIBUTION PLANS

C - 1962 PALO VERDE HS AUDITORIUM PARTIAL FLOOR

D - 1982 PALO VERDE HS AUDITORIUM STAGE DIMMING CONTROL SYSTEM

E - 2007 PALO VERDE FINE ARTS RENOVATION. AS-BUILT

1. Introduction

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A. R. S. 15-213, bids for the material or services specified will be received by the Tucson Unified School District electronically through OpenGov Procurement.

Bids received by the correct time and date shall be opened and the vendor's who submitted shall be publicly read. After the bids submitted in response to an invitation for bids are opened and the award is made the governing board shall make available for public inspection all information, all bids and all findings and other information considered in determining whose bid conforms to the invitation for bids and will be the most advantageous with respect to price, conformity to the specifications and other factors to be selected for the award.

1.1. Summary

Tucson Unified School District is seeking bids for Palo Verde High School's Auditorium Upgradesto upgrade the stage lighting and audio system.

1.2. Background

This Scope of Work (SOW) targets technical modernization for Palo Verde High School's 1,200-seat auditorium.

1.3. Contact Information

This section is in accordance with A.A.C. R7-2-1024, and the "Uniform Instruction to Bidders".

Jacqueline Posey

Procurement Agent

Email: jacqueline.posey@tusd1.org

Phone: [\(520\) 225-6080](tel:(520)225-6080)

Department:

Fine and Performing Arts

Department Head:

Dr. Joan Ashcraft

Director

1.4. Timeline

Please note the Bid Submission Deadline time. Bids will not be accepted after this programmed time. For example: If the Bid Submission Deadline time is 10:00am the deadline is a hard cut-off. The system will not allow you to click "Submit" at 10:00:00:00:00 (and so on). A submission at 10:00:01 is late and will not be accepted. Also note the submission time is Local Arizona time. We do not observe Daylight Savings time.

Release Project Date	August 20, 2026
Pre-Bid Meeting (Mandatory)	August 28, 2026, 11:00am Palo Verde High School, 1302 S Avenida Vega, Tucson, AZ 85710
Question Submission Deadline	September 2, 2026, 5:00pm
Bid Submission Deadline	September 9, 2026, 2:00pm
Public Bid Opening (Non-Mandatory)	September 9, 2026, 2:00pm https://tusd1.zoom.us/j/86347955411?pwd=2jkwd5bGMrtBHqj7KwCduT6SpoDS1l.1 View meeting insights https://tusd1.zoom.us/join/edl?muid=c6f60e28-f3b0-4404-ad26-9c7974e65b82&from=plugin Meeting ID: 863 4795 5411 Passcode: 985314

2. Documents Referenced

DOCUMENTS REFERENCED:

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

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

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:

www.azsos.gov/rules/arizona-administrative-code

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

Code of Federal Regulations is available at: <http://www.ecfr.gov>

3. Uniform Instructions to Bidders

3.1. Definition of Terms

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

- A. "Attachment" means any item the Solicitation requires a Bidder or Offeror to submit as part of the Offer.
- B. "Award" means a determination by District that it is entering into a contract with one or more Bidders or Offerors.
- C. "Bid" means a response to an invitation for bids and includes an offer to contract with District.
- D. "Bidder" means a person submitting a Bid in response to an invitation for bids.
- E. "Contract" means a legally binding contractual agreement, regardless of what it may be called, for the purchase of materials, services, construction or construction services, or the disposal of materials by District. "Contract" includes the combination of the Solicitation, including the Uniform and Special Instructions, the General and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Amendments; and any terms applied by law. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the Contract or agreement, and is signed by the District Representative.
- F. "Contract Amendment" means a written document that is authorized by the District Representative and issued by District for the purpose of making changes to the Contract.
- G. "Contractor" means any person who has a contract with District. An Offeror or Bidder who has been awarded a Contract by District is a Contractor of District.
- H. "Days" means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
- I. "District" means Tucson Unified School District.
- J. "District Representative" means Jacqueline Posey, Procurement Agent, or their designee.
- K. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- L. "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.
- M. "Offer" means Bid, Proposal, or quotation.

- N. "Offer Deadline" means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.
- O. "Offeror" means a person submitting a Proposal in response to a request for proposals.
- P. "Purchase Order" means a document issued by District, in writing or electronically, and identified as a Purchase Order that authorizes Contractor to proceed with fulfillment of all or part of an awarded Contract by delivery of materials or services in quantities and at times and locations specified in the Purchase Order.
- Q. "Responsible Bidder or Offeror" means a person who at the time of Contract Award has the capability to perform the Contract requirements and the integrity and reliability which will assure good faith performance.
- R. "Responsive Bidder or Offeror" means a person who submits an Offer that reasonably and substantially conforms to all material requirements of the Solicitation.
- S. "Solicitation" means an invitation for bids, an invitation to submit technical offers, a request for proposals, a request for qualification, or any other invitation or request by which District invites a person to participate in a procurement. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the Uniform Instructions for Offers, General Terms and Conditions for Contract, Special Terms and Conditions for Contract, Statement of Scope of Work/Specifications, Solicitation Addendums, and Solicitation Exhibits and Attachments.
- T. "Solicitation Addendum" means a written document that is authorized by the District Representative and issued by District for the purpose of making changes, clarifications, or additions to the Solicitation.
- U. "Subcontract" means any Contract, express or implied, between 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.

3.2. Pre-Offer Inquiries

- A. Duty to Examine. It is the responsibility of the Bidder or 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 Deadline.
- 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 Bidder or Offeror shall not contact or direct inquiries concerning the 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 Solicitation Contact Person 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 the inquiry since it may then be identified as an Offer and not be opened until after the Offer Deadline.
- D. Requests for Exceptions. A Bidder or Offeror may submit to the Solicitation Contact Person a written request for an unsubstantial, nonmaterial exception or deviation to a specific term, condition, or other provision in the Solicitation. Requests for an exception must identify the specific condition, term, or other provision to be excepted or modified and clearly state any proposed substitutions or modifications thereto.
 - 1. A requested exception that substantially or materially alters a term, condition, or other provision shall be rejected. The District Representative or designee shall determine, in his or her sole discretion, whether an exception is substantial or material and advise the Bidder or Offeror of the decision. Submission of the Bidder's or Offeror's preprinted contract in place of the General or Special Terms and Conditions of a Solicitation shall be rejected.
 - 2. A request for exceptions shall not be accepted, in whole or in part, unless accepted in writing by the Solicitation Contact Person or District Representative.
 - 3. A request for exceptions in the form will be considered by District when evaluating the Offer. If the request for exceptions is not acceptable, District will reject the Offer.
- E. Timeliness. Any inquiry shall be submitted as soon as possible and at least ten (10) days before the Offer Deadline. Failure to do so may result in the inquiry not being answered.
- F. No Reliance on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Addendum. A Bidder or Offeror may not rely on verbal responses from the Solicitation Contact Person to inquiries.
- G. Pre-Bid Conference. If a Pre-Bid conference has been scheduled under the Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder or Offeror should raise any questions it may have about the Solicitation at the conference.
- H. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests should be made as early as possible to allow time to arrange for the accommodation.
- I. Verbal responses to questions raised at the conference shall not amend the Solicitation. If an issue is raised at the conference that results in a decision by District to amend the Solicitation, the Solicitation may be amended only by issuance of a written Solicitation Addendum. A Bidder or Offeror may not rely on any verbal responses to questions at the conference.

3.3. Bid Preparation

- A. Forms: Only electronic bids shall be submitted either on the forms provided in the Solicitation or their substantial equivalent. Any substitute document for the forms provided in the Solicitation must be legible and contain the same information requested on the form. An offer submitted by facsimile or physical mail shall be rejected.
- B. Corrections, erasures, interlineations, or other modifications in the Bid must be initialed by the person signing the Offer. Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.
- C. Acknowledgement and Acceptance. The Acknowledgement and Acceptance of Terms and Conditions of Solicitation, within the Vendor Questionnaire, must be submitted with the Offer and acknowledged by a representative of the Bidder or Offeror. All exceptions or modifications requested by the Bidder or Offeror, regardless of whether District previously accepted the requested exceptions or modifications requested by the Bidder or Offeror, must be clearly set forth in the Acknowledgement and Acceptance of Terms and Conditions of Solicitation form. Any exceptions or modifications set forth in the form that have not been previously accepted by District, may be rejected if District determines, in its sole judgment, that the requested exception or modification would substantially or materially alter a term, condition, or other provision of the Solicitation. Unacceptable exceptions or modifications shall remove the Offer from consideration for award.
- D. Offer and Acceptance. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and signature by authorized representative of the Bidder or Offeror. The signature shall signify the Bidder's or Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.
- E. Subcontractors. A Bidder or Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. District will not reimburse a Bidder or Offeror for the cost of responding to a Solicitation.
- G. Solicitation Addendum. Unless otherwise stated in the Solicitation, each Solicitation Addendum shall be acknowledged electronically by the person signing the Offer, and may be submitted no later than the Bid Deadline. Failure to acknowledge a Solicitation Addendum may result in non consideration of Offer.
- H. Tax Identification Numbers. A Bidder or Offeror must provide his or her Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space

provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Cost Form.

- I. Taxes. Prices stated in a Solicitation shall not include applicable state and local taxes. District is exempt from paying federal excise tax and state property taxes. District is not exempt from state and local transaction privilege (sales) taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in determining the lowest Bidder.
- J. Shipping/Delivery. Terms and conditions relating to shipping and delivery are "FOB Destination, Freight Prepaid and Allowed." The shipping and delivery terms are further described in the General Terms and Conditions of Contract and are subject to modification in the Special Requirements of Solicitation, if any, for this Solicitation.
- K. Order of Precedence. A Solicitation includes, in addition to the Invitation for Bid, the following documents listed in their order of precedence:
 - 1st Solicitation Addendums
 - 2nd Special Requirements of Solicitation
 - 3rd General Terms and Conditions of Contract
 - 4th Statement of Scope of Work/Specifications
 - 5th Solicitation Attachments and Exhibits
 - 6th Uniform Instructions for OffersIn the event of a conflict between provisions in two or more of the foregoing Solicitation documents, the document having a higher order of precedence will prevail over the other document or documents with conflicting provisions.

3.4. Submission of Bid

- A. Each Bid shall be submitted electronically through OpenGov.
- B. Bid Amendment or Withdrawal. The Bidder or Offeror may withdraw an Offer any time prior to the Offer Deadline. The Offer may not be amended or withdrawn after the Offer Deadline, except as otherwise provided under applicable law.
- C. Confidential Information.
 - 1. Request for Confidentiality. If a Bidder or Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, the Bidder or Offeror may submit to the District Representative and the Solicitation Contact Person a Request for Confidentiality of Proprietary Information form that identifies the specific information and explains why it should be protected from disclosure. All information proposed for protection from disclosure shall be so identified wherever it appears in the Offer. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District

Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.

2. Public record. All contents of an Offer submitted in response to a Solicitation, other than those items determined by the District Representative to be confidential will become a matter of public record available for review after Award notification.
- D. Certifications of Bidder or Offeror. By signing the Offer and Acceptance Form, the Bidder or Offeror certifies the following:
1. The Bidder or Offeror has examined and understands the terms, conditions, scope of work/services and specification, and other documents in the Solicitation.
 2. The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. The Bidder or Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited: (i) a Bidder to put in a sham Offer; (ii) any other person, firm or corporation to refrain from submitting an Offer; or (iii) in any other manner sought to secure for itself an advantage over any other Bidder or Offeror or to produce a deceptive show of competition in the matter of the Offer or Award of a Contract under the Solicitation.
 3. The Bidder or Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a District official or employee in connection with the submitted Offer.
 4. The Bidder or Offeror, including its owners, employees, and agents directly involved in obtaining contracts with the State of Arizona, or any subdivision of the state has not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
 5. The Bidder or Offeror is not currently suspended, debarred, or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.
 6. If awarded a Contract, the Bidder or Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, scope of work/services, specifications, and other documents of the Solicitation.
 7. The Bidder or Offeror is not engaged in and for the duration of the contact will not engage in a boycott of Israel.

3.5. Bidder Responsibility

- A. The successful Bidder shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Bidder shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the School District. Any damage caused to School District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the School District.
- B. The successful Bidder shall adequately screen all employees and, where applicable, independent contractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.
- C. The successful Bidder shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful Bidder agrees that they are fully responsible to the School District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the School District from claims or damage from personal injury including death, which may arise from operations under this contract.
- D. The successful Bidder must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Bidder's responsibility to ensure continuation of service.
- E. The successful Bidder must provide adequate training for all contracted employees providing services under this contract.
- F. The successful Bidder must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

3.6. Additional Offer Information

- A. Late Offers. An Offer submitted after the Offer Deadline shall not be accepted..
- B. Unit Price Prevails. 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.
- C. Confirmation. District may contact the Bidder or Offeror to confirm its understanding of the Offer. Such contact shall occur after the Offer Deadline and prior to award. District shall seek written confirmation from the Bidder or Offeror and shall retain the request and confirmation, if obtained, in the procurement file.
- D. Offer Acceptance Period. The Bidder or Offeror shall hold its Offer open for the later of (i) the number of days after the Offer Deadline stated in the Solicitation or (ii) ninety (90) days.

- E. Rights of Waiver, Rejection, and Cancellation. Notwithstanding any other provision of the Solicitation, District may waive any minor informality, reject any and all Offers or portions thereof, or cancel a Solicitation.

3.7. Award

- A. Basis of Award. An Award will be made to the Responsible Bidder or Offeror whose Offer conforms in all material respects to the requirements of the Solicitation and evaluation factors, if any, set forth the Special Requirements of Solicitation. If a Bidder is awarded a Contract and is unable to meet its contractual obligations, District may cancel the Contract and award a Contract to the next lowest ranked Bidder if this determination occurs within a reasonable time period after the original Contract Award.
- B. Multiple Awards. District may award multiple contracts from the Solicitation. The decision to award a single contract, award multiple contracts, or make no award rests solely with District. A multiple Award shall be made only if the District Representative determines in writing, prior to making an award that a multiple Award is necessary and is advantageous to District.
In determining whether to award multiple contracts, District will assess whether multiple vendors are necessary and advantageous to ensure the availability of goods or services that fully conform to District's requirements at the time, place and manner needed by District. If District determines that multiple contracts are necessary and advantageous, District will determine the least number of Contractors that are needed and award Contracts to, if an invitation to bid, the Bidders who submitted the lowest responsible and responsive Bids.
When determining whether to award of multiple contracts, District may consider a variety of factors, including without limitation: District's experience with existing products and systems, brand continuity for parts replacement, increased demand for goods or services, a single Contractor's ability to provide for District's needs, bonding capacity, Contractor's location and service areas, District's past experience with Contracts for similar product/services, and other relevant criteria, including the criteria set forth in school district procurement code R7-2-1024(B)(1)(D): whether contracts will be awarded by individual line items or groups of line items, by increments, or by designated regions or locations.
- C. 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 Contractor.

3.8. Protests

A protest of a Solicitation or Award may be made by an interested party as defined by the School District Procurement Code. The protest shall comply with and be resolved according to Rules R7-2-1141 through

R7-2-1153 of the School District Procurement Code. Protests shall be in writing and be filed with the District Representative. A protest based on alleged improprieties that are apparent before the Offer Deadline must be delivered to the District Representative before the Offer Deadline. A protest of a Solicitation or Award for any other reason must be delivered to the District Representative within ten (10) days after District makes the Bid file available for public inspection, unless the District Representative finds good cause for the delay of the interested party. A protest shall include:

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

4. General Terms and Conditions of Contract

All Contracts awarded by District are subject to the following terms and conditions. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in this General Terms and Conditions of Contract. Provisions of this General Terms and Conditions of Contract may be superseded by the Special Requirements of Solicitation, if any, of this Solicitation.

4.1. CANCELLATION

- A. Cancellation for Bankruptcy or Acquisition. District reserves the right to cancel, or suspend the use of, any Contract if Contractor files for bankruptcy protection, or is acquired by an independent third party.
- B. Cancellation for Conflict of Interest. District may cancel the Contract pursuant to A.R.S. §38-511 for conflict of interest.
- C. Cancellation for Convenience. District reserves the right to immediately cancel the Contract without penalty or recourse, in whole or in part, when District determines cancellation to be in its best interests. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable Contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.
- D. Cancellation for Non-performance or Contractor Deficiency. District reserves the right to cancel the whole or any part of the Contract due to failure by Contractor to carry out any obligation, term, or condition of the Contract. District may issue a written deficiency notice to Contractor for any of the following:
 - 1. Failing to comply with the accepted terms and conditions of the Contract;
 - 2. Providing material that does not meet the specifications of the Contract;
 - 3. Providing work and/or material that was not awarded under the Contract;
 - 4. Failing to adequately perform the services set forth in the scope of work/services and specifications;
 - 5. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - 6. Failing to make progress in performance of the Contract and/or giving District reason to believe that Contractor will not or cannot perform the requirements of the Contract;
 - 7. Performing work or providing services under the Contract prior to receiving a District-reviewed purchase order for such work.
- E. Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to District to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation,

all goods, materials, and work paid for by District, along with documents, data, and reports prepared by Contractor under the Contract shall become the property of District.

- F. Cancellation for Replacement. District reserves the right to cancel the Contract awarded under a Solicitation and replace it with a newer Contract awarded to the same Contractor for similar goods and services. District may, at its option, replace the Contract awarded from the Solicitation or delay a new Award until the existing Contract expires. The decision to replace the Contract rests solely with District.
- G. Continuation of Performance. Contractor shall continue to perform in accordance with the requirements of the Contract, up to the date of cancellation and as directed in the cancellation notice.
- H. Cancellation for Improper Conduct. District may cancel the Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of District with a view toward securing a contract or with respect to the performance of this Contract. Paying the expenses of normal business meals shall be in accordance with District's policy regarding gratuities. Samples of software, equipment, or hardware provided to District for demonstration or evaluation are not considered gratuities.
- I. Cancellation by Contractor. Unless otherwise provided in the Special Requirements of Solicitation, if any, Contractor may cancel the Contract by delivery of prior written notice during the 60-day period prior to an annual contract renewal. Termination shall have no effect on projects in progress at the time that a notice of cancellation is received by District.
- J. Cancellation for Lack of Appropriation. District may cancel the Contract if the Legislature of the State of Arizona at any time fails to appropriate funds necessary for the District to perform the Contract.

4.2. CONTRACT ADMINISTRATION

- A. Records and Audit. Contractor shall retain and, by contract, shall require each subcontractor to retain all books, accounts, reports, files, and other records, whether in written or electronic form, relating to the acquisition and performance of the Contract (the "Records") for a period of five years after the completion of the Contract. At any time during the term of this Contract and five (5) years thereafter, the Records shall be subject to inspection and audit by District at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such Records.
- B. Compliance with Prior Certifications. Upon Award of a Contract, Contractor shall continue to fully comply with all certifications provided to District in the Uniform Rules for Offer of the Solicitation.

- C. **Inspection and Testing.** Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor's processes for producing the materials at a reasonable time for inspection of the materials and services covered under the Contract. District shall also have the right to test at its own cost the materials to be supplied under the Contract. Inspection at Contractor's facilities or testing shall not constitute final acceptance of the materials. If District determines non-compliance of the materials, Contractor shall be responsible for the payment of all costs incurred by District for testing and inspection.
- D. **Notices.** Notices to Contractor required by the Contract shall be made by District to the person indicated on the Offer and Acceptance form submitted by Contractor. Notices to District required by the Contract shall be made by Contractor to Solicitation Contact Person indicated on the Solicitation cover sheet. The Solicitation Contact Person 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.
- E. **Property of District.** Any materials, including reports, computer programs, and other deliverables, created under the Contract shall be the sole property of District. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of District.
- F. **Advertising.** Contractor shall not advertise or publish information for commercial benefit concerning the Contract or its working relationship with District without prior written approval of the District Representative.

4.3. CONTRACT AMENDMENTS

- A. **Amendments.** The Contract is issued under the authority of the District Representative. The Contract may be modified only through a Contract Amendment within the scope of the Contract. 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 Contractor are violations of the Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect.
- B. **Subcontracts.** Contractor shall not enter into any Subcontract under the Contract without the advance written approval of the Solicitation Contact Person. The Subcontract shall require the subcontractor to comply with the terms and conditions of the Contract.
- C. **Assignment and Delegation.** Contractor shall not assign any right nor delegate any duty under the Contract without the prior written approval of the District Representative.

4.4. CONTRACT CLAIMS

All claims and controversies under the Contract shall be resolved according to A.R.S. §15-213 and the School District Procurement Code.

4.5. CONTRACT INTERPRETATION

- A. Governing Law. The Contract is governed by Arizona law, including the School District Procurement Code.
- B. Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by District, the following order of precedence shall prevail:
 - 1st Solicitation Addendums
 - 2nd Special Requirements of Solicitation
 - 3rd General Terms and Conditions of Contract
 - 4th Statement of Scope of Work/Specifications
 - 5th Solicitation Attachments and Exhibits
 - 6th Uniform Instructions for Offers
- C. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the contract or agreement, and is signed by the District Representative.
- D. Severability. The provisions of the Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parole Evidence. The 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 the Contract.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing to the nonconforming performance knows of the nature of the performance and fails to object to it.

4.6. CONTRACTUAL REMEDIES

- A. Right to Assurance. If District in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing the Contract, District may demand in writing that Contractor give a written assurance of intent or ability to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand will be treated as an anticipatory breach of the Contract. Upon anticipatory breach, District may pursue all remedies, including termination of the Contract.
- B. Stop Work Order.

District may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by the Contract for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable

steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The District Representative shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- C. Nonconforming Tender. Products and materials supplied under the Contract shall fully comply with the Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with the Contract constitutes a breach of contract. On delivery of nonconforming materials, District may terminate the Contract or pursue any other right or remedy available to it.
- D. Right to Offset. District shall be entitled to offset against any sums due Contractor, any expenses, costs or damages incurred by District as a result of Contractor's nonconforming performance or failure to perform the Contract.
- E. Non-exclusive Remedies. The rights and the remedies of the parties under the Contract are not exclusive.
- F. Force Majeure. Except for payment of sums due, a party shall not be liable to the other or deemed in default under the Contract if and to the extent that such party's performance of the Contract is prevented by reason of Force Majeure. As used in the Contract, the term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of God; acts of the public enemy, war, riots, strikes, labor disputes, pandemics, imposition of new tariffs, duties, or trade restrictions, civil disorders, fire, flood, lockouts; or failures or refusals to act by government authority. Force Majeure shall not include any of the following occurrences:
 - 1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - 2. Late performance by a subcontractor unless the delay arises out of a Force Majeure as defined in the Contract.
 - 3. Inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 - 4. If delayed in the progress of work by Force Majeure, the delayed party shall deliver written notice to the other party as soon as soon as practicable.
 - 5. The notice shall specify the cause of the delay and estimate the time for performance. A delay or failure in performance by either party shall not constitute default or give rise to a claim for damages, to the extent that such delay or failure is caused by a Force Majeure.

4.7. FEDERAL and STATE REQUIREMENTS

- A. **Fingerprinting Requirements.** Contractor, including any employee of Contractor, a subcontractor and employee of a subcontractor, who is contracted to supply services on a regular basis (at least five (5) times during a month) at a District school shall at its own expense, obtain a valid fingerprint clearance card in accordance with A.R.S. §41-1758 and present it to District or school prior to commencement of services. An exception to this requirement may be made as authorized in Governing Board policy.
- B. **E-Verification.** Contractor agrees to comply and maintain compliance with FINA, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance of federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
- C. **Registered Sex Offender Restriction.** Contractor agrees that no employee or agent of Contractor or a subcontractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. Contractor further agrees that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at District's discretion.
- D. **Non-Discrimination.** Contractor shall comply with all applicable state executive orders and federal and state laws, rules and regulations that protect persons from illegal discrimination on the basis of race, color, religion, national origin, sex, disability, and age.
- E. **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under the Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work/services that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors.
- F. **Terrorism Country Divestments.** In accordance with A.R.S. §35-392, District is prohibited from purchasing a company that is in violation of the Export Administration Act.

4.8. INSURANCE AND SAFETY

- A. **Insurance.** Contractor shall procure and maintain until all of its obligations under the Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have workers

compensation insurance unless except by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in the Solicitation.

1. Insurance Coverage. Unless other coverages or amounts are specified in the Special Requirements of Solicitation, Contractor shall provide coverages with limits of liability not less than the following:
 - a. Commercial General Liability – Liability arising out of activities performed by or on behalf of Contractor
 - i. General Aggregate \$2,000,000
 - ii. Products – Completed Operations Aggregate \$1,000,000
 - iii. Personal and Advertising Injury \$1,000,000
 - iv. Each Occurrence \$1,000,000
 - v. The policy shall be endorsed to include the following specific language: "Tucson Unified School District is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."
 - b. Automobile Liability – Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of the Contract
 - i. Combined Single Limit (CSL) \$1,000,000
 - ii. The policy shall be endorsed to include the following language: "Tucson Unified School District is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including automobiles owned, leased, hired or borrowed by Contractor."
 - c. Workers' Compensation and Employers' Liability
 - i. Workers' Compensation Statutory
 - ii. Employers' Liability:
 - iii. Each Accident \$100,000
 - iv. Disease -Each Employee \$100,000
 - v. Disease -Policy Limit \$500,000
 - d. Property Insurance
 - i. Contractors awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

2. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
 - a. Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
 - b. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- B. Safety. Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property from damage, loss, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state and local government job safety requirements, including the Occupational Safety Health Act.

4.9. LICENSES

Contractor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. District reserves the right to stop work and/or cancel the contract of any Contractor whose license(s) expire, lapse, are suspended, or are terminated.

4.10. PROCUREMENT METHODS

Any items, products goods, services and labor rate obtained under this Solicitation may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. The percent discount for these services must remain the same no matter what payment method the School District/Public Entity uses.

4.11. PAYMENT

Contractor Invoice. Contractor shall invoice District after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Bid number of the Solicitation. Taxes shall be listed separately from the item cost. Contractor shall send invoices to District's Accounts Payable Department, at AP@TUSD1.org. All transactions are payable in U.S. currency only.

- A. Contractor Payment. District shall issue payment to Contractor after receipt of invoice. Payment terms are net thirty (30) days from receipt of Contractor's invoice.
- B. IRS W-9. Contractor shall have a current I.R.S. W-9 Form on file with District to receive payment under the Contract.
- C. Correct Billing. Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to District within the time allowed by law, in the form of a check or credit memo, as determined by District.

- D. **Progress Payments.** District may make progress payments under the following conditions: 1) District and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) District accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with District's local governing entity rules and any and all other applicable state rules and regulations.

4.12. PRICE AND PRODUCT CHANGES

- A. **Current Products.** Contracts shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the Bid is submitted.
- B. **Discontinued Products.** If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate. District may require satisfactory evidence that the product has been discontinued, that the proposed alternate meets or exceeds the Contract specifications, and that the price of the proposed alternate is equal to or less than that of the discontinued product. District, in its sole discretion, may approve the request by issuing notice to the Contractor or a Contract amendment. Upon approval by District, Contractor shall make available electronic price lists/catalog updates at no additional cost to District.
- C. **Price Adjustments.**
1. **Price Increases.** Prices shall be firm for the initial term of the Contract, unless otherwise specified in the Special Requirements of Solicitation, if any. Contractor may submit to the District Representative a fully documented request for a price increase not more than 90 days and not less than 60 days prior to the renewal date of the Contract. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process.

The District Representative shall determine whether the requested price increase or any other option is in the best interest of District. The District Representative may require satisfactory evidence that manufacturers, suppliers, or service providers to Contractor have imposed or announced cost increases that contribute directly and substantially to Contractor's cost of doing business. A price increase, if approved, shall be effective upon the effective date of the Contract extension.
 - D. **Price Decreases.** During the term of the Contract, Contractor shall offer to District an equivalent price reduction for any Contract product if Contractor publishes a price reduction for the Contract product for other customers of Contractor. District may accept a price reduction at its discretion.

4.13. RELATIONSHIP OF PARTIES

- A. Independent Contractor. Contractor is an independent contractor to District.
- B. No Contractual Relationship with Subcontractor. District shall have no contractual relationship with a subcontractor.
- C. Affordable Care Act. Contractor understands and agrees that it shall be solely responsible for its compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to District as required by state or federal law.

4.14. RISK AND LIABILITY

- A. Risk of Loss. Contractor shall bear all loss of conforming material covered under the Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt of goods or services does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of receipt.
- B. General Indemnification. Contractor shall indemnify, defend, save, and hold harmless District and its Governing Board members, employees, and agents (hereinafter referred to collectively as "District") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to collectively as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that District shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of District, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the Award of the Contract, Contractor agrees to waive all rights of subrogation against District for losses arising from the work performed by Contractor for District.
- C. Indemnification – Patent and Copyright. To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or

use by District of materials furnished or work performed under the Contract. District shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.

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

4.15. SHIPPING/DELIVERY

- A. Shipping Terms/Transfer of Title. Shipments shall be F.O.B. Destination (District), Freight Prepaid and Allowed. Title and risk of loss shall not pass to District until District receives the products or materials at delivery point, unless otherwise provided in the Special Requirements of Solicitation, if any.
- B. Shipment Under Reservation. Contractor shall not ship under reservation and no tender of a bill of lading shall operate as a tender of the products or materials.
- C. Shipping Charges. District shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.
- D. Shipping Errors/Risk of Transportation. Shipping errors will be at Contractor's expense. If Contractor ships products or materials that were not ordered, Contractor shall pay for return shipment at the convenience of District. All risk of transportation and all related charges shall be Contractor's responsibility. Contractor shall file all claims for visible or concealed damage. District will notify Contractor promptly of any damaged products and shall assist Contractor in arranging for inspection.
- E. All services must be received within the time agreed to by the School District/Public Entity and the Offeror. The School District/Public Entity shall make decisions as to compliance with contract services, time and their decision shall be final. The items/services on this contract shall be delivered per the scope of work/specifications on this contract.

4.16. TAXES

- A. Payment of Taxes. District is responsible for payment of all taxes listed on the invoice. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.
- B. Pre-tax Prices. Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by District.
- C. Federal Excise Tax. District is exempt from paying federal excise tax.
- D. Property Taxes. District is exempt from state and county property taxes.

- E. State and Local Transaction Privilege (Sales) Taxes. District is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from District does not relieve Contractor from its obligation to remit taxes to the proper revenue office.
- F. Tax and Withholding Indemnification. Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Contractor or subcontractor. Contractor shall hold District harmless, and shall require its subcontractors to hold District harmless from any responsibility for taxes and contributions required under federal and/or state and local laws and regulations, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.

4.17. TERM OF CONTRACT AND EXTENSIONS

- 1. Contract Term and Extension. The initial term of the Contract shall be as specified under Special Requirements of Solicitation, Terms of Award.
- 2. Month-to-Month Extension. District may offer month-to-month extensions if that is determined to be in the best interests of District. Term not to exceed a total of five (5) years.

4.18. WARRANTY/QUALITY GUARANTEES

- A. Fitness. Contractor warrants that all equipment, material and services supplied to District shall fully conform to all requirements of the Contract and all representations of Contractor, and shall be fit for all purposes and uses required by the Contract.
- B. Inspection. Contractor's warranties and certifications set forth in the Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by District.
 - A. 1. All materials are subject to final inspection and acceptance by the School District/Public Entity. Materials failing to meet the requirements of this Contract will be held at Bidder's risk and may be returned to Bidder. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Bidder.
- C. Quality. Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for one (1) year after acceptance by District, the equipment, materials, and service shall be:
 - 1. Of a quality to pass without objection in the industry or trade normally associated with them;
 - 2. Fit for the intended purposes for which they are used;
 - 3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the Contract;
 - 4. Adequately contained, packaged and marked as the Contract may require; and
 - 5. In conformance with the written promises or affirmations of fact made by Contractor.
- D. Compliance with Applicable Laws. The equipment, materials, and services supplied under the Contract shall comply with all applicable federal, state, and local laws, and the Contract shall maintain all applicable licenses and permits.
- E. Warranty Requirements. Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the specifications of the Solicitation. Unless stated otherwise, all equipment shall carry a minimum 24-month manufacturer's warranty, including parts and labor. Contractor agrees to help District reach resolution in a dispute with the manufacturer over warranty coverage. Any extended manufacturer's warranty shall be passed on to District without exception. District reserves the right to cancel the Contract if

Contractor charges District for a replacement part that Contractor received at no cost under a warranty.

- F. No Liens. Contractor warrants that the materials supplied under the Contract are free of liens.
- G. Survival of Rights and Obligations.
 - 1. Contractor's Representations and Warranties. All representations and warranties made by Contractor under the Contract shall survive the expiration or termination of the Contract
 - 2. Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of the Contract, unless otherwise directed in writing by the District Representative.

5. Special Requirements of Solicitation

The following special instructions, terms and conditions are in addition to the Uniform Instructions for Offers and General Terms and Conditions of Contract. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in the Special Requirements of Solicitation.

5.1. Terms of Award

The term of the contract shall be one (1) calendar year from the effective date of contract Award.

Pricing must remain firm for the term of the contract.

It is the intent of the District to award a contract, beginning upon award and continuing for one year.

5.2. Expected Award Timeframe

It is expected that the award for this contract will be made in 120 days. However, no commitment is made to this award date.

5.3. Hiring of ASRS Retirees

- A. Arizona Revised Statute § 38-766.02 states that employer must pay an alternate contributions rate to Arizona State Retirement System (ASRS) for retired members who return to work in any capacity, in a position ordinarily filled by an employee of the employer who is included in agreements, providing for their coverage under the federal Old-age, Survivors and Disability Insurance program (OASDI). Offers for services falling within this definition must indicate how the alternate contributions rate is being collected from the employee and provided to the District.
- B. In addition, an employer of an ASRS retired member shall submit any reports, data, paperwork or material that are requested by ASRS and that are necessary to determine the compensation, gross salary or contract fee associated with a retired member who returns to work or to determine the function, utilization, efficacy or operation of the return-to-work program.

5.4. Brand Name or Equal Specification

Per A.A.C. R7-2-1011(B) Any manufacturer's brand names, trade names, or catalog numbers in the specifications are included only for the purpose of describing and establishing the general quality level, design and performance desired by the Solicitation. District will consider products substantially equivalent to products described in the specifications by brand names, trade names, or catalog numbers. If an equivalent product is offered, a Bidder/Offeror shall include with the Offer information from the manufacturer, including product specifications, photographs, and any other documentation, that will assist District in evaluating the equivalent product. TUSD will be the final judge of what is deemed equal.

5.5. Multiple Product Lines

A Bidder/Offeror may offer multiple product lines in response to a specified product. When offering multiple product lines, the Bidder/Offeror shall designate one product as primary and the other

product(s) as alternate. The Bidder/Offeror shall complete all appropriate fields contained in the Solicitation price sheet for each primary and alternate product.

5.6. Shipping Costs (Shipping Costs In or Outside of Price)

Shipping Terms/Transfer of Title: Shipments shall be F.O.B. destination. Title and risk of loss of product shall not transfer to District until District receives the product at the delivery point.

Shipping Charges: Shipments shall be F.O.B. Destination (District), Freight Prepaid and Allowed, (Supplier pays and bears cost). The price for a product offered by Contractor shall include shipping costs.

Shipping Charges Additional: The price for a product offered by Contractor shall include shipping costs, prepaid unless the Offer clearly states that shipping costs are in addition to the price and provides sufficient information for District to determine shipping costs, whether as a specific dollar amount or as a percentage of the price. If shipping costs are not included in the price, the Contract shall specify shipping costs as a separate items in the Offer and invoices. Contractor shall not invoice District for shipping costs in excess of Contractor's actual costs of shipping.

Shipping Errors/Risk of Transportation: Shipping errors will be at Contractor's expense. If Contractor delivers a product that was not ordered, Contractor shall pay for return shipment at the convenience of District. All risk of transportation and all related charges shall be Contractor's responsibility. Contractor shall file all claims for visible or concealed damage. District shall notify Contractor promptly of observed damage to products and shall assist Contractor in arranging for inspection.

5.7. Price Adjustments

While no volume is implied or guaranteed, the Contractor may submit to the District Representative a fully documented request for a price adjustment during the term of the Contract, in the event additional quantities are required during the term of the Contract.

The District Representative shall determine whether the requested price adjustment or any other option is in the best interest of the District. The District Representative may require satisfactory evidence that manufacturers, suppliers, or service providers to Contractor have imposed or announced cost increases that contribute directly and substantially to Contractor's cost of doing business.

5.8. Alternate Product

A Bidder/Offeror may submit an alternate product for review by the District Representative or designee. A written submittal must be received by District not less than ten (10) business days prior to the Offer Deadline and must include sufficient information from the manufacturer, including product specifications, photographs, and other documentation, necessary to evaluate the item to determine whether it meets or exceeds the specifications of the Product. A sample of the alternate product should be submitted if practicable.

An alternate product must meet or exceed the specifications of the Solicitation. If the District Representative or designee approves an alternate product by the end of the fifth (5th) business day prior to the Offer Deadline, the Solicitation shall be modified in the form of a Solicitation Addendum that includes the approved alternate product(s). District shall publish the Solicitation Addendum in the same manner as the original Solicitation at least five (5) business days prior to the Offer Deadline.

5.9. Price List/Catalog Discounts

A Bidder/Offeror may offer prices based on a percentage discount applied to prices in a referenced price list or catalog. As used in this Solicitation, "price list or catalog" shall mean a price list, schedule, or catalog regularly maintained by a manufacturer, distributor, or contractor and available for inspection by customers, unless otherwise disclosed to District in the Offer. When a percentage discount is offered, the Bidder/Offeror shall include with the Offer a copy of the referenced price list or catalog, in electronic format if practicable.

Upon award of a Contract, Contractor shall not alter, modify, or update the referenced price list or catalog without prior disclosure and approval by the District Representative or designee. The referenced electronic version of the price list or catalog should be included. Although it is recognized that pricing may change during the contract term, pricing awarded under this bid/offer must remain firm during the initial term of this contract. Any requested pricing adjustments must be submitted during the contract renewal period and may or may not be accepted at TUSD's discretion. Failure to include the contract term, a copy of a referenced price list or catalog shall be grounds for determining the Offer to be non-responsive.

5.10. Volume and Other Discounts

- A. Volume. District encourages the Bidder/Offeror to consider and, in its discretion, include in its Offer discounts based on the volume of purchases by the Districts and members of a purchasing cooperative from the Contract awarded by District. If a volume discount is offered, the discount shall be defined and applied as an additional discount to any other discount price specified in the Offer. Such discounts include:
 - 1. A single purchase order of District from the Contract in excess of a dollar amount.
 - 2. Subsequent purchase orders of District from the Contract after a cumulative dollar amount has been met by previous purchase orders of District.
 - 3. Subsequent purchase orders of District or any cooperative member after a cumulative dollar amount has been met by previous purchased orders of District or any cooperative member from the Contract.
- B. Other. Offerors may offer any other type of discount, rebate, or special pricing that will result in reduced pricing. Such discounts include electronic access ordering, prepayment plans, deposit accounts, and approval plans for agencies legally authorized to use them.
- C. The volume of purchase under this resultant contract(s) is unknown. The School District/Public Entity will not be bound to purchase a minimum quantity during the Contract period. The quantities listed (if applicable) are only an estimated amount based upon current documented usage. The School District/Public Entity reserves the right to increase or decrease any estimated quantities.

5.11. Price Increase (Unforeseen)

Contractor may submit to the District Representative a fully documented request for an emergency price increase only after the Contract has been in effect for **ninety (90)** days. District, in its sole discretion, shall determine whether it is in District's best interest to grant the request, or continue the Contract to the end of its current term. If the request is granted, the price increase shall take effect thirty (30) days after the District Representative delivers notice to Contractor.

The requested increase shall be limited to a documented cost increase to Contractor that was clearly unpredictable at the time of the Contract award and would impose substantial economic hardship on Contractor. The District Representative may require satisfactory evidence, including a formal announcement and/or published price lists, that a manufacturer or supplier to Contractor has

announced a cost increase that contributes directly to Contractor's request for a price increase and would cause substantial economic hardship for Contractor.

5.12. Additional Goods and Services

The School District/Public Entity reserves the right to add additional goods, items, products, or services to the Contract at any time during the Contract period. The School District/Public Entity shall contact the Contractor for prices prior to adding any additional goods, items, products, or services and may at TUSD's sole option, accept the quoted price or if deemed in the best interest of the School District/Public Entity purchase those goods, items, products, or services elsewhere.

5.13. Non-Exclusive Contract

Any Contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the School District/Public Entity. The School District/Public Entity reserves the right to obtain like goods or services from other sources.

This will be a non-exclusive Contract and the School District/Public Entity reserves the right to issue additional solicitations for related specific requirements when deemed to be in the School District/Public Entity's best interest.

5.14. Bidder Required Contract or Agreement

If the Bidder will require the School District/Public Entity to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Bid. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The School District/Public Entity reserves the right to accept or reject all or part of the agreement.

5.15. Local Representative

Bidder may be required to have a local representative available at all times during the contract period.

5.16. Fuel Surcharges

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor, response by the School District's Purchasing Department and a fully executed contract change order.

5.17. Partial Bids

The District/Public Entity will not accept partial bids.

5.18. Discount-Off Catalog/Manufacturer Published Price List/Shelf Pricing

The District recognizes that catalog, manufacturer (MSRP) or shelf pricing may change during the contract term, but trade discounts / percent-off awarded on this proposal must remain firm throughout the entire contract period. It is recognized that catalog pricing may change during the contract period, but trade discounts awarded on this bid MUST remain firm throughout the entire contract period. Bidders could be asked to re-price the "market-basket" annually at the School District's discretion.

6. Scope of Work

6.1. Palo Verde Auditorium Stage Lighting

Auditorium Description: The auditorium is a proscenium theatre with a 1200 seat house, large main stage and an orchestra pit covered by a usable apron. The stage is approximately 3200 square feet, inclusive of wing space, with a 1600 square foot viewable performance area and houses a fly system comprised of 24 double-purchase line sets on an elevated fly rail and 2 single purchase line sets on the stage deck. PVHS is one of three TUSD high schools that has a fly system and is the primary rental facility for community and regional events.

The apron in front of the proscenium wall provides an additional 400 square feet of performance space and two ramps running lengthwise along both sides of the house provide a unique additional space for performers.

The auditorium serves as a multipurpose venue. In addition to the customary school use for the Palo Verde Music Department's concerts, the facility serves the entire performing arts department for the annual Spring musical, hosts school and district presentations such as open house and award nights, and community firesides. The auditorium also generates revenue by hosting rentals for numerous dance recitals and celebratory cultural events.

Of equal importance is the auditorium's role as a training facility for the technical theatre classes offered at Palo Verde and the potential for training districtwide/community technical theatre personnel. Palo Verde tech students have an impressive number of opportunities to gain practical experience working with theatrical lighting, complex sound design, a counterweight fly system, projections and complex set design and construction.

Given the environmental conditions on the dimmer rack location, the existing dimmer racks, installed in 2005-2006, are nearing or past the end of their usable expected life and are incompatible with modern LED's sensitive electronics. Several modules in use have already been traded out for unused modules in the racks due to malfunction. As the rack is now obsolete, it is not feasible to purchase replacement modules. Eventually as more modules "burn out" they will not be able to be switched out with unused modules as the amount of available modules is dwindling. Of the approximately 40 unassigned modules available after installation, about half have been used to replace modules that have stopped functioning. The majority of this degradation has occurred since 2019.

Currently, there are:

- 4 front-of-house electrics (2 center and 2 side-of-house)
- An over-house catwalk for apron lighting
- 4 over stage electrics
- 5 floor pockets (DSL, DSR, USL, USR and USC).

This configuration provides ample locations to allow for maximum flexibility when designing, hanging and focusing theatrical lights.

Theatrical Lighting Infrastructure and Controls (Installation/Commissioning):

- Removal of 2 Colortan i96 dimmer racks (Current Leviton dimmer rack dedicated to house lights to remain)
- Electronic Theatre Controls (ETC) 24 module rack
- 24 Dual Modules for ETC Rack as follows:
 - 16 Dual 20A R20 modules
 - 8 Air Flow Modules
- An ETC ION Xe20 lighting console with two touch screens to replace the existing console.
- Additional (6) 5-pin DMX drops installed on the four over-stage electrics, upstage center wall, and over house catwalk (apron). DMX lines are currently installed on the four front-of-house electrics, and on the stage right and stage left proscenium wall.
- 3 ETC Paradigm controls (which allow control of house lights as well as grouped stage fixtures) would be installed to replace the existing Strand Vision Net button stations currently located stage right, stage left and at the control booth. Current Vision Net controls not compatible with an LED system
- Replacement of SO Cables from retractable reels to front-of-house battens (4)
- Replacement of Twistlock female plugs with Edison and connected to ETC Rack on other end (utilizing current copper wire)
 - 2 per front-of- house battens (8 total) - one at each end of batten
 - 4 per overstage electrics (16 total) - evenly distributed along batten
 - 1 per floor pocket (5 total)
 - 3 over-house catwalk (3 total) - evenly distributed along batten
- Remaining Twistlocks to remain with capping (wire nut) of copper (non-charged) on other end
- Houselights are assigned to a separate Leviton Rack that is to remain. Although house lights are not being upgraded at this time, they must be kept integrated into the DMX universe for control from both wall touchstations and at the lighting console.

Theatrical Lighting Fixtures and Accessories:

- 30 ETC ColorSource Spot V (light engine and shutter barrel) (powerCON TRUE1- Edison cable included) AND
- 30 EDLT lens tube (field angles to be determined) - required for ETC ColorSource Spot V

- 8 ETC ColorSource Cyc Lights (powerCON - Edison cable included)
- 15 ETC ColorSource Fresnel V Max (powerCON TRUE1- Edison cable included)
- 15 ETC ColorSource Par V Zoom (PowerCON TRUE1 - Edison cable included)
- Jumper cables for daisy chaining multiple fixtures to one circuit as follows:
 - 6 powerCON jumpers (for CYC lights)- 5-6ft
 - 15 powerCON TRUE1 jumpers - 3ft
 - 25 powerCON TRUE1 jumpers - 5-6ft
 - 10 powerCON TRUE1 jumpers - 15ft
- 5-pin DMX cables for DMX access and daisy chaining multiple fixtures to one DMX drop as follows:
 - 4 - 25ft
 - 10 - 10ft
 - 58 - 6ft
- 68 safety cables (black)
- 68 Black C-Clamp for each fixture

*Note: This inventory would fully replace the existing inventory of incandescent lighting fixtures. It provides students with exposure to state-of-the-art technology, better preparing them for what they will encounter in college and professional settings.

6.2. Auditorium System Upgrade (Alternative)

1. Project Overview

The intent of this project is to modernize the signal distribution and amplification infrastructure of the Palo Verde High School Auditorium. The current system utilizes a Behringer X32 console at Front of House (FOH) supported by legacy analog wall boxes. This project includes the integration of a digital snake system, power isolation solutions, and a complete refresh of the house speaker amplification and processing.

2. Digital Signal Distribution & Infrastructure

The contractor shall supply and install a digital stage box system compatible with the existing Behringer X32 (AES50 protocol).

- **Hardware Requirements:**

- One (1) 16-input / 8-output digital stage box (Behringer S16, Midas DL16, or approved equivalent) installed Stage Right (SR).
- One (1) 16-input / 8-output digital stage box (Behringer S16, Midas DL16, or approved equivalent) installed centrally in the Orchestra Pit.
- **Installation & Cabling:**
 - Provide and install all necessary mounting hardware for secure placement.
 - Run dedicated, shielded Cat5e/Cat6 (Ethercon) cabling from the FOH console to the new stage box positions.
 - All new data runs must be terminated, labeled, and certified for AES50 stability.

3. Electrical Isolation

To resolve existing ground loop issues and noise floor interference caused by separate power phases between FOH and Stage, the contractor shall:

- Supply and install a high-quality **isolation transformer**.
- The unit may be installed either at the FOH mix position or the stage-side rack, provided it successfully isolates the audio signal path from the disparate power grounds.

4. Amplification & Speaker Processing

The existing house loudspeaker array—consisting of four (4) JBL VRX932LA-1 and one (1) JBL VRX918S per side—will remain. The contractor is responsible for replacing the legacy amplification.

- **Hardware Requirements:**
 - Provide and install new professional-grade power amplifiers in the existing equipment rack (SR).
 - Amplifiers must feature onboard Digital Signal Processing (DSP) with factory-certified tunings for the JBL VRX series.
- **Connectivity & Redundancy:**
 - The primary audio feed to the amplifiers shall be sourced from the newly installed digital stage box outputs.
 - Existing analog lines from FOH must remain in place and be terminated as a redundant backup to the new digital system.
 - Install a dedicated ethernet run from the amplifier rack back to FOH to allow for remote system monitoring and DSP management.

5. Testing and Commissioning

- Perform a full system sound check to ensure proper phase alignment and frequency response of the JBL arrays using the new DSP.

- Demonstrate the functionality of both digital stage boxes and the redundancy of the analog backup lines.
- Verify the elimination of ground hum/noise through the new isolation transformer.

7. Vendor Questionnaire

Please submit all downloaded forms in PDF format

7.1. Acknowledgement and Acceptance of Terms and Conditions of the Solicitation

7.1.1. *Acknowledgement and Acceptance of Terms and Conditions of the Solicitation**

Explanatory Note: The purpose of this question is to confirm the Bidder's or Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested in the form or that have been requested and approved prior to submission of the Offer. All exceptions or modifications to the Solicitation, regardless of whether the District approved such items prior to submission of the Offer, must be clearly set forth in this form.

The Offeror, by the undersigned representative, acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below or in the additional pages attached hereto. As used in this form, "terms and conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of Solicitation (if any), Specifications/Scope of Work, and Solicitation Addendums (if any).

☐ The Offeror takes no exceptions or modifications to the terms and conditions of the Solicitation. (Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ The Offer requests the exceptions or modifications set forth below and attached hereto to the terms and conditions of the Solicitation: (Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to. Unacceptable exceptions shall remove your proposal from consideration for award. The District shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)

*Response required

7.1.2. *Exception/Deviation Requested**

If you requested an exception under the Acknowledgement and Acceptance of Terms and Conditions of the Solicitation, please clearly explain the requested exception/deviation. Reference the specific language that you are taking exceptions/deviations to. Unacceptable exceptions shall remove your proposal from consideration for award. Tucson Unified School District shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)

Enter N/A if this does not apply

*Response required

7.2. Request for Confidentiality of Proprietary Information

Explanatory Note: The purpose of this form is to request that the District treat as confidential specific information in the Offer that the Offeror or Bidder believes is a trade secret or other proprietary

information. All information that is the subject of the request for confidentiality must be designated on the page or pages of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this form. Additional pages may be attached to the form. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.

7.2.1. *Request for Confidentiality of Proprietary Information **

The Offeror, by the undersigned representative, requests that the specific information, described below and identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public.

1. Description of specific information that is the subject of the request.

2. The reason or reasons why the information should be treated as confidential.

Enter N/A if this does not apply

*Response required

7.3. Statement of Qualifications

7.3.1. *Statement of Qualifications**

Upload your Statement of Qualifications here. Please limit your response to 30 pages.

*Response required

7.4. List of Subcontractors

7.4.1. *List of Subcontractors**

The Contractor must list below the Trade, Company name, license and classification numbers of all qualified subcontractors and/or suppliers they will employ for the various portions of the work indicated. Failure on the part of the Contractor to complete this list properly may constitute sufficient grounds to reject the bid. If no subcontractors will be listed please indicate with a N/A

Example: Trade, Company Name, ROC License #, ROC License Classification

*Response required

7.5. Non-Collusion Affidavit

7.5.1. Non-Collusion Affidavit*

You the Vendor do confirm that your persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, 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.

☐ Please confirm

*Response required

7.6. Offer and Acceptance

The Offer and Acceptance Form within this Solicitation shall be submitted with the Bid and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Bidder's intent to be bound by the Offer and the terms of the Solicitation and further, that the information provided is true, accurate, and complete. Failure to submit verification evidence of intent to be bound, such as a signature, may result in rejection of the Bid.

7.6.1. Offer and Acceptance Form*

Please download the below documents, complete, and upload.

- [Offer and Acceptance page.pdf](#)

*Response required

7.7. Requested Forms

Please complete the following downloadable forms and upload them in their respective questions.

7.7.1. Bid Cost Form*

Please scan a copy of your Bid Cost Form and upload that here.

*Response required

7.7.2. W-9*

Please upload your complete W-9 here

*Response required

7.7.3. Certificate of Insurance (COI)*

Please upload your complete COI here

*Response required

7.7.4. Payment Method Form*

Please download the below documents, complete, and upload.

- [Payment Method Form ver. 11...](#)

*Response required

7.7.5. *Services Generating Cost to the District*

A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the proposal are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.

7.7.6. *Additional or separate contract*

The form of contract for any award made as a result of this proposal will be a district purchase order, referencing this bid, which shall be considered a part of the contract. The amount will be based upon the fees shown in the bid, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposal contract must be included with the proposal.

7.7.7. *References: Provide the names, addresses, contact person, and telephone numbers of at least three clients TUSD may contact as professional references. References must have received the same or similar products or services to those offered to TUSD.*

7.8. [Data Verification Questions](#)

These questions will be utilized to confirm information you provide

7.8.1. *System Award Management Verification**

Please enter your company's Legal Name and/or dba Name:

*Response required

7.8.2. *Arizona Corporation Commission**

Please enter your company's Legal Name and/or dba Name:

*Response required

7.8.3. *Arizona Registrar of Contractors**

Please enter your ROC License #

*Response required

7.8.4. *Do you have a relative or friend who is employed by Tucson Unified School District #1**

☐ Yes

☐ No

*Response required

7.8.5. *If you answered Yes to the question above, please provide the employee's name, department/school site, and position with the TUSD.*

Maximum response length: 200 characters

