



**LAKE HAVASU UNIFIED SCHOOL DISTRICT #1
NOTICE OF REQUEST FOR PROPOSAL**

Request for Proposals #: **11-12-06**
Service: **Bus Transportation for School District Activity Trips**
Proposal DUE DATE: **Wednesday, November 30, 2011** Time: **2:00 p.m. Local Time**
Opening Location: **Lake Havasu Unified School District #1 Office
2200 Havasupai Blvd.
Lake Havasu City, AZ 86404**

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213. Competitive sealed proposals for the material or services specified will be received by the Lake Havasu Unified School District #1, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the vendors submitting proposals shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office**, please call 928-505-6936.

Proposals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Proposals shall not be considered.

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

Full Bid documents may be reviewed **online** at Lake Havasu Unified School District #1 website: www.havasu.k12.az.us under "Bids and Proposals."

Proposals will be opened publicly at the District Office, 2200 Havasupai Blvd., Lake Havasu City, AZ 86403, at **2:00 p.m.** (Arizona time) **November 30, 2011.**

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

Director of Business Services: Elaine Wood
Phone: 928-505-6936
Fax: 928-505-6999
Email: mheronema@havasu.k12.az.us (Mrs. Wood's assistant)

Authorization: _____
Elaine Wood, Director of Business Services Date

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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 “<http://www.azleg.state.az.us/ars/ars/htm>”

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at “http://www.sosaz.com/public_services/Title_07/7-02.htm”

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

Arizona Department of Education Nutrition Standards
<http://www.azed.gov/health-nutrition/nutrition-standards/>

**DEFINITIONS OF TERMS FOR
UNIFORM INSTRUCTIONS TO OFFERORS & UNIFORM TERMS & CONDITIONS**

DEFINITION OF TERMS

Listed below are definitions of words used in the Uniform Instructions to Offerors and the Uniform Terms and Conditions.

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Director of Finance that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Director of Business Services – Elaine Wood”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Solicitation”** means a Request for Bids (“RFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District/Public Entity”** means the School District/public entity that executes the Contract.

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

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 shall be legible and contain the same information requested on the provided form(s). Facsimiles, telegraphic or Mailgram offers **shall be rejected**.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. The person signing the Offer must initial erasures, interlineations or other modifications in the Offer in ink.

Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

- C. Evidence of Intent to be bound. The Offer and Acceptance form within the Solicitation 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 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 the Procurement Officer in a written statement specifically references such exception. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District shall not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. *Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.*
- 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.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer.
- 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 shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the

governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
1. Special Terms and Conditions;
 2. Uniform General Terms and Conditions;
 3. Statement of Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Offerors; and
 8. 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).
- N. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/public entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/public entity will make reasonable efforts to secure such funds.

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 shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract. Sealed Envelope or Package.
- D. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The school district/public entity shall not unreasonably withhold approval.
- E. 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. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/public entity shall make a determination on whether the stamped information is confidential pursuant to the Arizona School District/public entity's Procurement Code.

- F. Non-Collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
 - 1. They did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of their Offer; and
 - 2. They do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that they comply with all applicable federal, state, and local laws and executive orders regarding employment.

4. Evaluation

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, ***the unit price or rate shall govern.***
- B. Taxes. All applicable taxes in the Offer will be considered by the School District/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror that is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes that are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor or Arizona Transaction privilege and use taxes shall not be considered when evaluating Offers.
- C. Late Offers. An Offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be 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.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41 Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/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 or alternatives, by a group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/public entity's interest, "all or none" Offers shall be rejected.

- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. **A Contract is not created until the school district's Governing Board accepts the Offer.** Offerors will be so notified in writing by the School District.
- C. Effective Date. The effective date of this Contract shall be the date that the Finance Director signs the Offer and Acceptance Form.

6. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted there under. Protests shall be in writing and be filed with the **District Representative, Gail Malay, Superintendent.** A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

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

UNIFORM TERMS & CONDITIONS

1. Contract Interpretation

- A. Arizona Law. The law of Arizona (without regard to conflict of law principles) applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the District at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/public entity and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole

property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

4. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/public entity within thirty (30) days. *The Purchase Order number must be referenced on the invoice.*
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
1. Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 4. I.R.S. W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.
- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/public entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/public entity will make reasonable efforts to secure such funds.

5. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized

written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

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

6. **Risk & Liability**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 - 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is

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

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

7. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/public entity of the materials or services, they shall be:
1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quantity within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/public entity shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials or services by the School District/public entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the school district/public entity including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. School District/Public Entity's Contractual Remedies

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

10. Contract Termination

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

3. The School District/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/public entity for any excess costs incurred by the School District/public entity in procuring materials or services in substitution for those due from the Contractor.

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

SPECIAL TERMS AND CONDITIONS FOR PROPOSALS

1. PURPOSE

It is the District’s intent to obtain a qualified provider of bus transportation for LHUSD#1 students traveling on activity trips of 200 miles or more, round trip.

A. Insurance

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

B. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present.

2. ACCEPTANCE OR REJECTION OF PROPOSALS

Lake Havasu Unified School District #1 reserves the right to reject any or all proposals and to waive any informalities in the Proposals received. The award of the Contract, if made by the District, will be made to the responsible and qualified offeror submitting the lowest proposal, but the District shall determine in its own discretion whether a offeror is responsible and qualified to perform the Contract, what proposal is the lowest, and whether it is in the interest of the District to accept the proposal.

3. EVALUATION AND AWARD

The District intends to contract with the qualified firm(s) and/or individual(s) whose proposals are deemed to be most advantageous to the District. No contract shall be awarded solely on the basis of price. Cost is a factor in selection. However, only those proposals determined to best meet all of the requirements of the Request for Proposals will be given consideration.

Evaluation of proposals will be by a committee comprised of District personnel. The evaluation may consist of two phases. In Phase One, the Evaluation Committee will evaluate, score and rank the responses utilizing the Phase One Criteria listed below. Each numeric ranking will be weighted based on a relative weighting assigned by the Evaluation Committee.

After final scoring of the Phase One Criteria, a short-list and ranking may be created. The short-listed Offerors may proceed into a Phase Two Evaluation. Vendors no longer being considered will be notified by the District in writing. If the District does not proceed into Phase Two Evaluations, the scoring of Phase One shall determine the ranking for contract award recommendation.

Upon the conclusion of Phase Two activities, the District shall re-score the short-listed vendors according to criteria and/or questions vendors are asked to present at the Vendor Presentation. Re-scoring shall be based upon the original proposal as well as any additional information obtained during the Phase Two activities. Upon final scoring of the Phase Two activities, a ranking will be established. This ranking will determine the contract award(s).

Phase One Criteria are listed below.

Evaluation criteria are in order of importance, will include, and be limited to:

- A. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.
- B. Experience of the offeror. Experience with school districts is given a higher score over those with experience with public entities.
- C. Qualifications of the offeror, stability of the firm to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
- D. Rates used to calculate mileage charges.

Responsiveness to this Request for Proposals and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of the District, and the District's decision shall be final.

It is the intention of the District to award a contract, beginning January 1, 2012 and continuing until June 30, 2012, the end of the 2011-12 fiscal year. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four full one-year contracts, ending June 30, 2016. However, no contract exists unless and until a purchase order is issued each fiscal year.

4. AWARD BASIS - Multiple Award(s)

A contract under this proposal will be awarded to one vendor. The District reserves the right to make a multiple award to more than one supplier at the discretion of the Governing Board. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the Districts.

If necessary, the District may contract, at any time, with the firms who ranked lower in the original proposal evaluation due to poor project performance by the top ranked firm. Reasons may include, untimely or unsatisfactory work, or if it is in the best interest of the District to do so.

Pursuant to R7-2-1047-1049, the District reserves the right to conduct discussions with responsible offerors for the purpose of clarification and to request best and final offers before a contract is awarded. If discussions are conducted, the school district shall issue a written request for best and final offers. The request shall set forth the date, time and place for the submission of best and final offers.

This Invitation for Proposal is issued in accordance with the requirements of the Arizona Department of Education School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195). Any contract awarded as a result of this Invitation for Proposal shall be governed by said rules.

The District reserves the right to accept or reject any proposal, or any part thereof, unless specified otherwise, and to waive any minor informalities in any proposal deemed by us to be in the best interest of the District. The successful offeror(s) shall be prepared to enter into a contract with the District within ten (10) days after notice of intent to award.

The successful offeror shall be responsible for all permits, fees or charges necessary and incidental to the lawful conduct of its business. The successful offeror shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the provision of services under the contract.

5. BILLING

All invoices shall be submitted to the attention of: Accounts Payable, 2200 Havasupai Blvd., Lake Havasu City, AZ 86403. Any purchase order issued by Lake Havasu Unified School District #1 will refer to the RFP number of this Proposal. All invoices shall identify the specific item(s) being billed and the purchase order number.

6. PRICE CLAUSE

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. Include applicable sales taxes in the proposal, and do include departure tax and airline fuel taxes.

After initial contract term and prior to any contract renewal, the Lake Havasu Unified School District #1 will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. No price increases will be considered until July 1, 2013. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the LHUSD#1 Business Services.

7. REGISTERED SEX OFFENDER RESTRICTON

Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

8. CONTRACT CLAIMS

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

9. OFFSHORE PERFORMANCE

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of

the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

10. CONTRACTOR’S EMPLOYMENT ELIGIBILITY

By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

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

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

11. TERRORISM COUNTRY DIVESTMENTS

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

12. SCRUTINIZED BUSINESS OPERATIONS

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

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

13. FEDERAL IMMIGRATION AND NATIONALITY ACT

By submission of the offer, the Offeror warrants that both they and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees and that they have verified employment eligibility of each employee through the E-Verify program. The District may, at its sole discretion require evidence of compliance during the evaluation process. Should the District request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

14. FINGERPRINTING REQUIREMENTS

Each contractor, subcontractor or vendor, if required to provide services at least five (5) times during a month on school property, shall submit a full set of fingerprints to the School District of each person or employee who may provide such service. Alternately, the School District may fingerprint those persons or employees. A fingerprint check shall be made in accordance with A.R.S. 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees except those who are not likely to have direct unsupervised contact with students, as determined by the School District. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

15. AWARD

It is expected that the award for this contract will be made by December 31, 2011. The District reserves the right to ask for a best and final offer. Interviews may be required to clarify any issues that arise after each responsive offer is read.

SCOPE OF SERVICES:

The Scope of Services to be provided for the Project includes the following:

1. EQUIPMENT/PERSONNEL

As part of this contract, the successful vendor will provide transportation for the LHUSD#1 and will carry out the responsibility of transporting students to and from athletic and extra-curricular events, utilizing personnel and equipment to be provided by the vendor. This will apply to trips of 200 miles or more, round trip.

All vehicles used shall be provided by the vendor and it shall be the vendor's responsibility to maintain such vehicles in good, safe working order, and in compliance with all laws and regulations applicable thereto. All drivers must be appropriately licensed, competent, responsible individuals and shall be employees of the vendor.

The vendor shall bear the cost of all maintenance, repair or replacement of equipment or buses used by the vendor in the carrying out of a contract, and it shall be the responsibility of the vendor to provide a location for the storage and maintenance of all vehicles.

2. RATES TO CALCULATE MILEAGE

Mileage will be calculated by the vendor using internet-based mileage calculation tools. The vendor must clearly state in their proposal the mileage charges based on the type of vehicle being operated. The vendor must agree to match or beat the rate currently charged by the District's transportation department, \$2.50/mile.

SUBMITTAL REQUIREMENTS

Three hard copies, one marked as "original" of your proposal must be submitted. The Lake Havasu Unified School District #1 will not assume responsibility for any costs related to the preparation or submission of the bid. In order for your bid to be considered, the following should be included:

Proposal (see evaluation criteria, page 16):

- **Tab 1 – Experience with School Districts/References**
- **Tab 2 – Qualifications of the Offeror**
- **Tab 3 – Rates Used to Calculate Mileage Charges**
- **Tab 4 – Offer and Acceptance Form (page 20)**
- **Tab 5 – Signed I.R.S. W-9 Form (page 21)**

OFFER AND ACCEPTANCE

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

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No. _____

Tax Rate: _____%

Offer

Company Name

Address

City

State

Zip

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

E-Mail: _____

Signature of Person Authorized to Sign

Printed Name

Title

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 99-4 and 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. _____.

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

Awarded this _____ day of _____ 20 _____

AUTHORIZED SIGNATURE

**“NO PROPOSAL” RESPONSE FORM
RFP #11-12-05**

If you do not wish to proposal on this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason for your decision and return this page. Failure to respond will result in deletion of your name from the District’s vendor listing. This form may be returned to the address listed below, or faxed to 928-505-6999. A “No Proposal” will be considered a response.

I am submitting a “No Proposal” at this time.
Please keep my name on the District’s Offeror’s List.

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

I cannot meet the Terms and Conditions of the solicitation because: _____

I do not provide services of this nature.
Please remove my name from this category. I will submit a revised Vendor Registration Form.
You may receive a copy by mail by contacting Mary Heronema at mheronema@havasu.k12.az.us

I no longer wish to do business with Lake Havasu Unified School District #1
Please remove my name from the District’s Offeror’s List.

Name of Company Proposing

Date Signed

Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with Company

Mailing Address

City

State

Zip

**Please return this completed form to:
Lake Havasu Unified School District #1
Purchasing Vendor Registration
2200 Havasupai Blvd.
Lake Havasu City, AZ 86403
FAX: 928-505-6999**