

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1
REQUEST FOR PROPOSAL (RFP) NO. 09-10-06
SOLAR PHOTOVOLTAIC ELECTRIC GENERATION SYSTEM

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.C.C.) put into operation by the State Board of Education pursuant to A.R.S. 15-213, the Lake Havasu Unified School District #1 is requesting sealed proposals for a SOLAR PHOTOVOLTAIC ELECTRIC GENERATING SYSTEM.

The district intends to enter into a term purchase agreement with the successful qualified provider for the district's school campuses. Phase 1 of the proposal shall be a solar energy system for Lake Havasu High School. The proposal shall include (1) a detailed technical plan for the Lake Havasu High School campus and (2) a general description of the technical plan that the qualified provider would furnish for all of the campuses in the school district. After completion of the installation of the solar energy system for Phase 1, LHUSD#1 reserves the right, but not the obligation to extend the scope of work of the successful qualified provider to other school sites over a period of five years.

If LHUSD#1 extends the solar energy system to additional school campuses, LHUSD#1 shall notify the qualified provider of the campuses that it has designated. Upon receiving notice from LHUSD#1, the qualified provider shall promptly prepare and submit a specific plan for each site that LHUSD#1 has identified. The energy plan submittal for each campus site shall include a technical description of the design, pricing data, billing plan, customer service/system support plan, project implementation and management plan, and all other documentation necessary for LHUSD#1 to conduct a full and complete evaluation of the plan. The information submitted in the plans for additional school sites shall be consistent with the information required by this notice of solicitation. LHUSD#1 reserves the right to approve or disapprove the submitted plans and whether to enter into a power purchase agreement with the qualified provider for the additional school sites.

A Mandatory Pre-Proposal Conference will be held at:

Lake Havasu High School, 2675 South Palo Verde Blvd., Lake Havasu City, AZ 86403, on June 16, 2009, at 9:00 AM (Arizona time), in the library. Parking is located by the main office of the school, next to the library building (bear left as you enter the high school parking lot).

The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the District's intention and desires, and to give prospective proposers an opportunity to review the site of the work. Any doubt as to the requirements of this Request for Proposal, or any apparent omission or discrepancy should be presented to the District representative at this conference. The District representative will then determine the appropriate action. If necessary, the District representative will issue a written amendment to the Request for Proposal. Oral statements or instructions shall not constitute an amendment to this Request for Proposal.

A tour of the proposed site will follow the general question and answer session. Proposers will need to provide their own means of transportation.

Proposals must be received in the Purchasing Department, 2200 Havasupai Blvd., Lake Havasu City, AZ 86403, to arrive no later than the date and time listed below in a sealed envelope that is plainly worded:

NOTICE OF SOLICITATION

SEALED PROPOSALS FOR: SOLAR PHOTOVOLTAIC ELECTRIC GENERATING SYSTEM
DATE DUE: July 30, 2009 @ 2:00 P.M. (Arizona time)
RFP No.: 09-10-06

IMPORTANT INSTRUCTION TO OBTAIN A SOLICITATION PACKET:

THIS NOTICE OF SOLICITATION IS THE FIRST SECTION OF THE REQUEST FOR PROPOSAL PACKET. A COPY OF THE ENTIRE REQUEST FOR PROPOSAL PACKET MAY BE OBTAINED EITHER IN PERSON AT THE LAKE HAVASU UNIFIED SCHOOL DISTRICT #1 AT THE ABOVE ADDRESS, BY FAXING A REQUEST TO THE BUSINESS OFFICE AT (928) 505-6999 OR BY E-MAILING MHERONEMA@HAVASU.K12.AZ.US. PLEASE INCLUDE YOUR NAME AND COMPANY NAME, COMPLETE MAILING ADDRESS, TELEPHONE NUMBER, FAX NUMBER ON FAX REQUESTS AND E-MAIL ADDRESS FOR E-MAILS.

Proposals will be opened and recorded publicly immediately after the proposal closing time. However, proposals will not be available for public inspection until a contract is awarded. You are invited to attend the proposal opening.

The District reserves the right to accept or reject any or all offers or any part thereof and to waive any minor informality in any offer not deemed to be in the best interest of the District.

All questions must be in writing and must be submitted by 4:00 p.m. on June 26, 2009. All questions must reference the page and item that is to be addressed.

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

The district, as a member of the Strategic Alliance for Volume Expenditures (S.A.V.E.). While this request for proposals is for Lake Havasu Unified School District #1, other public agencies have expressed interest in utilizing the resulting contracts to obtain economies of scale. A.R.S. 41-2632 authorizes cooperative purchasing and procurement. After award, this solicitation may be utilized by eligible public agencies for the ten (10) year term of the resulting contract. Individual agencies would negotiate service with the successful vendor, using the bid pricing quotes herein. This solicitation is being done by Lake Havasu Unified School District #1 as a member of the S.A.V.E. and is acting as lead agent. Any contract resulting from this solicitation shall be for the use of its members and others where permissible.

Please refer questions regarding this RFP to:
Elaine Wood, Director of Business Services, at fax (928) 505-6999, or e-mail
mheronema@havasu.k12.az.us

Elaine Wood, Director of Business Services Date

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**“NO BID” RESPONSE FORM
RFP #09-10-06**

SOLAR PHOTOVOLTAIC ELECTRIC GENERATING SYSTEM

If you do not wish to bid on this solicitation, please provide written notification of your decision. 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 Bid” will be considered a response.

- I am submitting a “No Bid” at this time.
Please keep my name on the District’s Bidder’s List.
- I cannot provide services of this nature.
Please remove my name from this category. I will submit a revised Vendor Registration Form.
You may print a copy of this form from the district website www.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 Bidder’s List.
- I am no longer in the business to provide these services.
Please remove my name from the District’s Bidder’s List.

Name of Company	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
Business Services
2200 Havasupai Blvd.
Lake Havasu City, AZ 86403
FAX: 928-505-6999

UNIFORM INSTRUCTIONS TO OFFERORS

Definition of Terms

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

- A. **“Attachments”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Days”** means calendar days unless otherwise specified.
- E. **“Exhibits”** means any items labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- F. **“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.
- G. **“Offer”** means bid, proposal or quotation.
- H. **“Offeror”** means a vendor who responds to a Solicitation.
- I. **“Procurement Officer”** 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.
- J. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- K. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- L. **“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.

2. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its 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 Contract Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as contact.
- C. Submission of Inquires. The Procurement Officer or the person identified in the Solicitation as the contact for inquires 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 inquire 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.

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- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issue raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
 - B. Typed or Ink: Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
 - C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
 - D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's Preprinted or standard terms will not be considered as a part of any resulting Contract.
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 will not reimburse any Offeror the cost of responding to a Solicitation.

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- G. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment shall result in rejection of the Offer.
- H. Federal Excise Tax. School districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the school district/public entity will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. **Your signature on the offer & acceptance form certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or public agency.** (Federal Executive Order #12549)
If the firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, 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).

4. **Submission of Offer**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package. Failure to provide the requested number of copies, may result in bid rejection.
- 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.

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- C. 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 school district/public entity's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:
 - 1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
 - 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

5. **Evaluation**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the school district/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- 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. Discussions. During evaluation of Request for Proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to, the solicitation requirements.
- G. 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.
- H. 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

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- 3. Cancel a solicitation.

6. **Award**

- A. Number or Types of Awards. Where applicable, the school district/public entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, 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 Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Awards.
 - 1. Invitation for bids: Award will not be based on price alone but shall be awarded to the lowest responsible responsive bidder whose bid conforms in all material respects to the requirements and evaluation criteria set forth in the invitation for bid.
 - 2. Request for Proposals: Award of a contract will be made to the offeror whose proposal is determined in writing to be the most advantageous to the school district based upon the factors set forth in the request for proposal.
The District shall be the sole judge in determining the quality of the products, materials and/or services offered. Their decision shall be final.

7. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education school district/public entity Procurement code R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District representative, Gail Malay, Superintendent, of the school district/public entity. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, address, and telephone number of the 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.
- E. The form of relief requested.

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UNIFORM GENERAL TERMS AND CONDITIONS

1. **Definition of Terms**

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

- A. **“Attachments”** 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 or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the school district/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibits”** means any items 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. **“Procurement Officer”** 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 an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. **“Solicitation Amendment”** 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 or public entity that executes the Contract.

2. **Contract Interpretation**

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 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:
 - i) Special Terms and Conditions;
 - ii) Uniform General Terms and Conditions;
 - iii) Statement or Scope of Work;
 - iv) Specifications;
 - v) Attachments;
 - vi) Exhibits;
 - vii) Documents Referenced in the Solicitation;

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

3. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The 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. 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, 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 supplies 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.

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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) IRS 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 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 signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and 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.

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- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

6. **Risk and Liability**

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

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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 and 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 supplies 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 quality within each unit and among all units;
 - 4) Adequately contained, packaged and marked as the Contract may require; and
 - 5) Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the school district/public entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the school district/public entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration 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 Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

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

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

9. **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, and Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any

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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 termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

- E. Termination for Default.
 - 1. In addition to the rights reserved in the Uniform Terms and Conditions, the school district/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the school district/public entity.
 - 3. The school district/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the school district/public entity for any excess costs incurred by the school district/public entity reprocurring the materials or services.

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

10. **Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted there under.

11. Form of Contract

It shall be understood by the offeror and the school district that the bid received is a signed agreement to furnish all goods and perform all services, including labor (if any), as stipulated in the documents, upon the award of the bid, the Purchasing Services Department may issue a numbered purchase order (form of contract) which will serve as a Contractual Agreement with the successful offeror.

The two (2) documents (the original solicitation response bearing the signature of the offeror and the school district's signed purchase order) become the forms of Contractual Agreement, agreeing to the performance of all conditions set forth in the solicitation, the standard instructions and standard terms and conditions and special instructions and terms and conditions, including any addenda issued by the solicitation. The purchase order to be issued by the school district may be examined at the Purchasing Services Department.

If a vendor receives an award, an order is placed and the vendor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this solicitation, or is unable to hold bid price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with bid specifications, as determined by the District, the District reserves the right to go to the next lowest bid price of equal quality which meets bid specifications. If the item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, vendor must pick up item immediately and replace to the district's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

12. Offshore Performance

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

13. Contractor's Employment Eligibility

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

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

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

14. Terrorism Country Divestments

Per A.R.S. 35-391, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

15. **Scrutinized Business Operations**

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

16. **Fingerprint Checks**

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

The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Contractor, Subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity.

SPECIAL TERMS AND CONDITIONS

1. Submittal

Offeror should submit five (5) copies of their offer, one (1) marked “original” and four (4) marked “copy”. Failure to provide the requested number of copies, may result in rejection of the offer. In order for your proposal to be considered, the following items **MUST** be included with your response.

1. Questionnaire Page
2. Completed and notarized Non-Collusion Affidavit
3. Completed and signed Offer and Acceptance Form

2. Evaluation

In conformance to R7-2-1046, the school district shall determine that proposals are either acceptable for further consideration or unacceptable. The offers will be evaluated for conformance to the requirements of the RFP as well as other evaluation criteria set forth in the request for proposal. Specific numerical weighting may be used. Responsiveness to the solicitation 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 their decision shall be final.

3. Award Basis

The successful offeror(s) will be determined by evaluation criteria set forth in the request for proposal. **The District shall evaluate all acceptable offers and award a contract to the most advantageous offeror to the school district based upon the factors set forth in the request for proposal.** The District reserves the right to award as many term contracts as may be in the best interest of the District.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the Proposal form of the Offerors' letterhead over the signature of the person signing the Proposal form. Such appendages shall be considered part of the vendor's formal Proposal offer. For the absence of any statements of deviation or exception, the offer shall be accepted as in strict compliance with all terms and conditions.

4. Estimated Quantities (General)

Quantities shown (if any) are a general indication of the needs of the District. The District reserves the right to increase or decrease any estimated quantities. No commitment of any kind is made concerning estimated quantities and each potential contractor should take that fact into consideration.

5. Non-Exclusive Contract

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

6. Multiple Award

This may or may not be a multiple award. The District reserves the right to award as many term contracts to be in the best interest of the District. The award will be limited to the least number of Bidders that the District determines is necessary to meet its needs.

7. Specifications

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The specifications are intended to meet the requirements of the District. When any part or parts of the equipment are not specifically mentioned, it shall be understood that what is usually provided in the manufacturer's stock model shall be furnished complete and ready for operation. Wherever, in these specifications, a particular make or model number is indicated, it is done solely to establish the standard desired. This should not be interpreted to mean that only this make or model specified will be considered.

8. Current Products

All products Bid in response to this solicitation shall be new, and in current/ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

9. Billing

All billing notices must be sent to each district's accounts payable as shown on the purchase orders. All invoices shall identify the purchase order number and the specific item(s) being billed.

10. Inspection

All materials and services are subject to final inspection and acceptance by the District. Materials failing to meet the requirement 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 are the responsibility of the Bidder.

11. Authorized Changes

The District reserves the right at any time to make changes in any one or more of the following:

- *Methods of shipment or packing
- *Place of delivery
- *Quantities

If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless evidence in writing and approved by the District Representative prior to the institution of the change.

12. Samples

If samples are requested, they must be provided within 3 calendar days after receipt of notice. Failure to produce samples will result in the disqualification of the item(s) being requested.

13. Packaging and Shipping

Vendor shall be responsible for the following:

- Industry Standard packing, which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be prepaid, F.O.B. destination and shall include all delivery and unloading at destination(s). C.O.D. shipments will not be accepted.
- Items shall be properly packaged for shipment and storage, in new containers, according to accepted commercial practice. No extra charge for packaging will be allowed.

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- The successful vendor shall be responsible for delivery of items in good condition, and file all claims for breakage, imperfections and other losses with the carrier.
- Unless otherwise specified, the vendor will be required to deliver the equipment to the site, uncrate and set in place or install in locations designated. Vendor shall be responsible for the disposal of all packaging materials. Costs pertaining to these requirements are to be included in the unit price.
- Packing slips, containing the District's purchase order number, shall accompany all deliveries. No items are to be shipped or delivered until receipt of an official purchase order from the District. Vendors not complying with these instructions may be required to furnish proof of delivery (signed delivery slip).
- Rejected shipments must be removed by the vendor from the District premises, within five (5) calendar days after receipt of written notification.
- It is agreed that the vendor will be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, vendor agrees to give the District first priority. Vendor agrees that if the product or service Bid does not comply with the foregoing, the District has the right to cancel the sale at any time with full refund within thirty (30) days after notification and vendor further agrees to be fully responsible for any consequential damages suffered by the District.

14. Insurance

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

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming **Lake Havasu Unified School District #1** as an additional insured party. Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

15. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

16. Fire Protection

Provide adequate fire extinguishers on the premises during the course of construction, of the Type and size recommended by the NFPA to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, etc., no work shall be commenced or equipment used unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use by the workmen using the above-mentioned equipment.

17. Liens

The Contractor shall hold the District harmless from any claimants supplying labor materials to the Contractor or his subcontractors in performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the District will make payment.

18. Lien Waivers

Pursuant to A.R.S. 3-1008 standard lien waivers are to be submitted on all construction projects. The district requires the original copy to be submitted.

19. Licenses

The Contractor shall maintain in current status all Federal, State, and Local Licenses and Permits for the operation of the businesses conducted by the contractor.

20. Permits

The Contractor shall be responsible for picking up any and all permits required to perform this installation. The District will have paid all costs through the use of a Purchase Order. The installation shall be in compliance with all federal, state, and city codes.

21. Site Inspection

Prior to submitting pricing for work, successful firm shall visit the site and familiarize themselves with any conditions which may affect performance and cost. Submission of pricing for a specific job will be evidence that the bidder did, in fact, make a site inspection and is aware of all conditions affecting performance and prices.

22. Field Measurements

The Contractor shall make the necessary field measurements and shall be entirely responsible for the accuracy of those measurements and for his/her work.

23. Installation

The contractor shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the District. The contractor shall confine his equipment, storage of materials, and the operation of his workmen to the limits as indicated by the

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Unit Foreman in the area in which the work is being performed. Any damage caused to district facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

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

24. Training on Equipment

The successful contractor shall be required to give whatever instructions are necessary in the operation and care of the equipment furnished to the persons employed by the district to operate, use, or maintain this equipment, so as to qualify them thoroughly the proper operation and/or maintenance of the equipment.

SPECIFIC INSTRUCTIONS

- A. Should offerors find discrepancies or ambiguities in, or omissions from, the specifications, they shall at once notify the Buyer. The District will not be responsible for any instructions or changes in the plans and specifications unless issued in a written addendum. All addenda issued during the time of bidding shall be included in the proposal and become a part of it.
- B. This may or may not be an all or nothing award.
- C. Employees of successful offeror must follow all District rules of conduct while on District property.
- D. The use of brand names and/or specifications is to identify quality level. Alternative products will be considered.

SCOPE OF SERVICE

I. INTRODUCTION

The purpose of this RFP is to enter into a contract and secure pricing with a qualified vendor (a third party power provider) to provide a privately-owned solar photovoltaic (PV) energy system of a minimum 100kW capacity and sell the electricity output to the District. The District's intent is to enter into a power purchase agreement (PPA) for a term of up to twenty (20) year; for each site (see attachment "A" – A.R.S. 15-213.01.B). The District intends to award to a qualified solar energy (photovoltaic) system provider (by site) that will finance, design, install, own, operate and maintain a solar PV system and sell electrical output to the District on a cents/kWh basis for the length of the agreement. The district's intent is to receive a proposal for a system that will provide 100% of the school's baseline energy needs after a period of ten years, including system degradation.

The district intends to enter into a term purchase agreement with the successful qualified provider for the district's school campuses. Phase 1 of the proposal shall be a solar energy system for Lake Havasu High School. The proposal shall include (1) a detailed technical plan for the Lake Havasu High School campus and (2) a general description of the technical plan that the qualified provider would furnish for all of the campuses in the school district. After completion of the installation of the solar energy system for Phase 1, LHUSD#1 reserves the right, but not the obligation to extend the scope of work of the successful qualified provider to other school sites over a period of five years.

If LHUSD#1 extends the solar energy system to additional school campuses, LHUSD#1 shall notify the qualified provider of the campuses that it has designated. Upon receiving notice from LHUSD#1, the qualified provider shall promptly prepare and submit a specific plan for each site that LHUSD#1 has identified. The energy plan submittal for each campus site shall include a technical description of the design, pricing data, billing plan, customer service/system support plan, project implementation and management plan, and all other documentation necessary for LHUSD#1 to conduct a full and complete evaluation of the plan. The information submitted in the plans for additional school sites shall be consistent with the information required by this notice of solicitation. LHUSD#1 reserves the right to approve or disapprove the submitted plans and whether to enter into a power purchase agreement with the qualified provider for the additional school sites.

The budget for power at Lake Havasu High School is significant, with the district spending over \$320,000 during the 2008-09 fiscal year to power the 272,000 square foot facility, with an estimated energy use of 3,120,000 K wh. A survey has revealed favorable conditions for a photovoltaic renewable energy system. Various configurations are possible, including shaded parking areas and student areas. Although placement of equipment on roofs in the district will be entertained, it is discouraged due to the amount of equipment currently mounted on the roofs and the need for expansion in the future.

The district's current electricity provider is Unisource Electric Services (UES). UES has indicated their willingness to enter into an agreement with the owner for a grid-tied PV system. Additionally, UES will provide rebates or performance based incentives for solar powered projects. These resources, along with the federal investment tax credit, will be necessary to make the project feasible. Additionally, a qualified provider statute in Arizona, with financing provisions, allows school districts to enter into an agreement with a "qualified provider," a private entity who can capture the value of rebates and tax credits and will pass that value along to the school district. The qualified provider will also provide the balance of financing for the project.

II. PROPOSAL INSTRUCTIONS

Ink or Typewritten

All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

Signature Verification

To be considered for award, each proposal must be signed by a legally authorized representative of your company.

Examination of Contract Documents

It is the responsibility of your firm to thoroughly examine and be familiar with the contract documents. The failure or neglect of the company to receive or examine any of the contract documents shall in no way relieve them from any obligations with respect to the RFP. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Proposal Documents

Failure to completely execute and submit the required documents before the bid submittal deadline will render a proposal non-responsive.

Formation of Contract

A signed proposal, an executed power purchase agreement (PPA), and a signed and dated Purchase order from the Lake Havasu Unified School District #1 shall constitute a binding contract. Should the Offeror require the District to enter into an additional contract, a copy of that contract must be included with your proposal response. (Tab 9)

Informed Proposer

It will be your responsibility to be fully informed as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at your firm's own risk and relief cannot be secured on the plea of error.

III. PROPOSAL SUBMISSION REQUIREMENTS

FORMAT

One (1) original and four (4) copies of the proposal shall be submitted on the forms and in the format contained in the RFP. All proposals, including the copies, shall contain all descriptive literature, specifications, samples, etc. All proposals and copies shall be submitted in three (3) ring loose-leaf binders or report covers. Bidders may reproduce the forms and retype information, but all the required information must be presented in the order requested.

SECTION TABS

NOTICE OF SOLICITATION

Proposals should be divided by tab sections according to items in the index. This will assist the evaluating team in identifying items and information submitted within the proposal.

TABLE OF CONTENTS

The table of contents of the proposal should include a clear and complete identification of the materials submitted by tab section and page number.

COVER LETTER

A signed letter of interest, stating the firm's or individual's interest and qualifications in providing these services is requested. A brief history of the firm, length of time performing services, location of main office, etc.

Tab 1. Provide background, history and staff qualifications for the performance of these services for the District.

Tab 2. Provide a statement of Proposer's financial capacity and capability to perform to the terms of this solicitation request.

Tab 3. Provide at a minimum three (3) references and type of products/services provided.

Tab 4. Technical Proposal: Lake Havasu High School

Provide any systems detail specific to each site in addition to the solar photovoltaic (PV) energy system technical proposal information request below. Include a recommended location at Lake Havasu High School.

- a) Provide a detailed description of a proposed solar photovoltaic (PV) energy system including tracking equipment and recommended metering systems.
- b) Describe site requirements for optimum electrical production and recommended placement of the system. Also include the systems impact to the site such as maintenance access, property development, and other factors.
- c) Produce a formulaic example of the solar photovoltaic (PV) energy system's size/output. Include size requirements to electrical output matrix.
- d) Produce an efficiency table estimating the system's efficiency and age.
- e) Provide the electrical output methodology recommended (for example: net metering and interconnection requirements)
- f) Provide all warranties, descriptive literature, training, and reliability, ease of use, and product and engineering support.

Tab 5. Pricing Proposal for proposed system:

- a) A description of the financial structure of the proposed agreements and how that structure is to be administered.
- b) Term/length of the proposed lease, installment agreement and/or power purchase agreement.
- c) Outline all costs that you expect will result from the design, construction, financing, commissioning, operation, administration and maintenance of the proposed system, including costs related to impacts to existing site and/or buildings, other than those covered under a lease, installment agreement and/or power purchase agreement for which the District will be responsible.

Tab 6. Billing Plan: state the frequency (monthly, semi annually, etc.), the methodology (cents/kWh basis), and any variance between consumed and banked electricity.

NOTICE OF SOLICITATION

Tab 7. Describe the customer service/system support plan. Provide contact information for billing, systems inquiries, maintenance and operation support, and emergencies.

Tab 8. Additional Contract (if applicable).

Tab 9 Project Implementation and Management Plan (including project time-line).

Tab 10 Additional information (with a clear title for each topic discussed)

Tab 11 Completed Offer and Acceptance Form

Tab 12 Completed and Notarized Non Collusion Affidavit

Tab 13 Addendums (place signed addendums here, if applicable)

IV. PROPOSAL EVALUATION CRITERIA

A District committee will evaluate proposals, based on the following criteria; using a four hundred (400) point system breakdown method. Proposers who are not actively engaged in providing services of the nature proposed in their response to the RFP and/or who cannot clearly demonstrate to the satisfaction of the District committee their ability to satisfactorily perform the work in accordance with the RFP requirements will not be considered.

The District committee shall be the sole judge of the qualifications and services to be offered and its decision shall be final.

Discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award.

- A. Proposer's capabilities: qualifications, experience developing, owning, operating, and maintaining solar PV projects that meet power production (80 points).
- B. Proposer's financial capacity (80 points).
- C. System size, technical description, and cost effectiveness of the site-specific project (80 points).
- D. Technical approach to the site-specific project (40 points).
- E. Project implementation and management plan (40 points).
- F. Project monitoring plan (30 points).
- G. Relevant past project experience and reference checking results (30 points).
- H. Responsiveness of the offeror in complying with the requirements of the proposal (20 points).

Since it is not possible to totally specify all of the District's requirements in this RFP, it is possible that further discussion or negotiations may take place. Therefore, the initial successful Proposer will be awarded the right to negotiate those requirements with the District. If the initial successful Proposer and the District are unable to reach agreement, the District reserves the right, but not the obligation, to negotiate with the next ranked Proposer by point and price evaluation.

V. SCOPE OF WORK

- A. The Proposal must provide for a complete 'turnkey' solar energy system including private ownership, engineering, procurement, installation, operation and maintenance, utility coordination and interconnect agreement, including all labor and materials and any temporary or interim facilities required to maintain essential existing functions in operation throughout the operational period. The system provider will receive all tax credits and incentives and is expected to factor those rebates into the proposal.
- B. Although the installed turnkey solar PV energy system will be privately owned, it must comply with Arizona and local utility company metering and interconnection standards and construction guidelines, and must be suitable for allowing maximum output sales to the District over the term of the contractual relationship.
- C. The Proposer must present their recommended location, type of installation (including the angle of the collectors and any necessary racking structure), with a simple schematic, (on the campus of Lake Havasu High School), the type and size of solar photovoltaic energy system recommended to be utilized, the anticipated electrical production, and within the detailed description shall also discuss the connection method to the on-site utility service provider and the monitoring system available on site. Each Proposer is responsible for ascertaining relevant site conditions and making its own findings as to site conditions and appropriate system size during site visits. The integration of the on site solar system with the other power sources for the site will be the responsibility of the selected Proposer. Proposals must include all costs to achieve commercial operation. The proposal should be concise, straightforward and prepared simply and economically, Expensive displays, bindings, or promotional materials are neither required nor desired.
- D. The Proposer shall discuss available rebates and incentives available for such a project as well as the anticipated and/or guaranteed rate for the purchase of electricity so that the District is fully aware of the financial impact of the project.
- E. The Proposer shall discuss its warranty to the District regarding the installed solar PV system and the warranty regarding the District's site locations.
- F. The Proposer shall discuss its recommendation regarding the purchase of electricity related to whether it shall be based on actual production, a flat monthly fee based on specified formula, or some other method. If applicable, include information about a guarantee regarding the rate of the term of the agreement. The District prefers paying for its utility consumption on a monthly basis, please include this factor in the proposal as well.
- G. Any up front and/or over time investment required of the District (in addition to the purchase of electricity and rate specific in the proposal) shall be identified and discussed.
- H. Term of the contract options and responsibilities should be included in the proposal. For instance; include the District's options regarding either continuing the relationship in a similar fashion, purchasing options available (at what value), or system removal options. Discuss other options such as costs associated with having the system removed, guarantees extended regarding the roof or ground location that is being vacated, and remaining status of agreements with utility companies.

NOTICE OF SOLICITATION

- I. The developer shall design/engineer solar PV systems to maximize the solar energy resources at each District facility, taking into consideration the facility's electrical demand and load patterns, proposed installation sites, available solar resources, applicable zoning ordinances, installation costs, and other relevant factors.

For each solar PV site, the developer shall provide design documents to include:

- System description.
- Equipment details and description.
- Layout of installation, layout of equipment.
- Selection of key equipment.
- Specifications for equipment procurement and installation.
- All engineering associated with structural and mounting details for each site.
- Performance of equipment components, subsystems, specific site projects.
- Integration of solar PV system with other power sources.
- Electrical grid interconnection requirements for net metering, grid tied.
- Controls, monitors and instrumentation.

The developer shall identify an appropriate location for the solar PV inverter equipment and its related components and environmental control systems that will meet the following criteria:

- Ease of maintenance and monitoring.
- Efficient operation.
- Low operating losses.
- Secured location and hardware.
- Compatibility with existing facilities.

The developer shall secure from governing agencies and the utility company all required rights, permits, approvals, and interconnection agreements at no additional cost to the District.

The developer shall complete and submit in a timely manner all documentation required to qualify each system for available rebates and incentives.

The developer shall supply and install all equipment required to interconnect the solar PV systems to the District distribution system. The developer shall fulfill all application, study, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the developer.

The developer shall provide a turnkey data acquisition and display system that allows the District to monitor, analyze and display historical and live, solar electricity generation data for each installed site. The system will allow the District to track progress toward the renewable goal for each system as well as monitor performance against the warranted production requirements on a site-by-site basis. The regularly collected data should reflect, but not be limited to, the following:

- System performance.
- System availability.
- Average and accumulated output.
- Capacity factor.
- Degradation.

- J. Provide a suggested contract with the understanding that LHUSD#1 may make modifications and negotiate final terms.

NOTICE OF SOLICITATION

K. Price Evaluation:

Price Proposals shall be responsive to this RFP and address pricing for each site and system proposed. Proposer will provide the following data for each site listed:

1. Approximate PV system size (kW).
2. Total Solar PV Energy System Construction and Installation Cost (\$).
3. Base year contract price (\$/kWh).
4. Annual Escalation Factor (%).
5. Minimum annual guaranteed output (kWh/Yr).
6. Expected annual output (kWh/Yr).
7. Value of Renewable Energy Credits (\$/kWh).
8. Annual degradation factor (%).

L. Billing Plan:

The successful Proposer will be required to submit periodic billing to the District over the term of the energy delivery period. The Proposer shall submit a Billing Plan that provides the following:

- A method to document the solar PV system output.
- An annual/monthly adjustment or true-up process to ensure accounting that is compliant to production guarantees.
- A preferred method for the sharing of billing data and information such as online, email, or third party access.
- The monthly billing period should coincide with the local utility provider billing cycle and shall include the following:
 1. Maximum solar generation output in KW (AC).
 2. Total kWh (AC) generated.
 3. Total kWh (AC) sold to the University.
 4. Price in \$/kWh for the month.
 5. Amount due for solar PV energy sold to the District within the billing period.
 6. Past due amounts.
 7. Total Bill.

QUESTIONNAIRE PAGE
RFP #09-10-06 Solar Photovoltaic Electric Generating System

Company Name _____

The Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ through _____

Have you displayed proposal name and number on the left side of the returning envelope? Yes

Have you included the requested number of copies? Yes

Completed and notarized Non-Collusion Affidavit enclosed? Yes

Completed and signed Offer & Acceptance Form enclosed? Yes

Completed Questionnaire Page enclosed (this page)? Yes

Offeror has read and understands all solicitation instructions the scope of work and general and special terms and conditions? Yes

Have you included a copy of the additional contract (if applicable) as Tab 8 of your response? Yes

NON COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____
_____, affiant
(Name)

the _____

(Title)

of _____

(Contractor/Offeror)

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

That such Proposal is genuine and not sham or collusive, nor made in the interest 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 bid, or any other person, firm, or corporation to refrain from bidding or providing an offer, and that the offeror has to in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Signature)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 2009

Signature of Notary Public in and for the

County of _____

State of _____

NOTICE OF SOLICITATION

OFFER AND ACCEPTANCE
RFP #09-10-06
Solar Photovoltaic Electric Generating System

Lake Havasu Unified School District #1
2200 Havasupai Blvd.
Lake Havasu City, AZ 86403

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.:

For clarification of this offer, contact:
Name: _____

Federal Employer Identification No.

Phone: _____
Fax: _____

Tax Rate: _____%

Email: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

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 State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-391, the offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 35-397, the offeror does not have scrutinized business operations in Iran or Sudan.
7. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.

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.

Award this _____ day of _____ 20_____

AUTHORIZED SIGNATURE