

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
2200 HAVASUPAI BLVD.
LAKE HAVASU CITY, ARIZONA 86403

TELEPHONE: 928-505-6936

FACSIMILE: 928-505-6999

REQUEST FOR COMPETITIVE-SEALED PROPOSALS
School Speech Pathologist and/or Technician **RFP # 09-10-01**

Proposal Due Date: April 9, 2009
Time: 2:00 p.m. Arizona Time
Location: District Office, 2200 Havasupai Blvd., Lake Havasu City, AZ

In accordance with the School District Procurement Rules in the Arizona official compilation of Administrative Rules and Regulations promulgated by the State Board of Education pursuant to ARS §15-213, competitive sealed proposals for the service specified above will be received by the Lake Havasu Unified School District No. 1 until the time and date cited above.

Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read. Proposals must be in the actual possession of the school district on or prior to the exact time and date indicated above. Late proposals will not be considered unless the proposal:

1. Is received before contract award at the location designated for receipt of proposals in the Request for Competitive Sealed Proposals, and
2. Would have been received on time but for the action or inaction of school district personnel.

Proposals must be submitted in a sealed envelope to the address with the Request for Competitive Sealed Proposal number and offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten. Additional instructions for preparing the proposal are provided in the Request for Competitive Sealed Proposals.

The District reserves the right to reject any and all proposals and to waive or refuse irregularities in proposals. Offerors are strongly encouraged to carefully read the entire Request for Competitive Sealed Proposals. Refer any questions regarding proposal specifications to Aggie Wolter at telephone 928-505-6938. Refer all other questions pertaining to bidding procedures to Elaine (Missy) Wood at 928-505-6936.

Date

Elaine Wood, Director of Business Services

REQUEST FOR PROPOSAL

SPECIFIC INSTRUCTIONS

FOR

CONTRACTED SPEECH PATHOLOGIST AND/OR TECHNICIAN

Lake Havasu Unified School District #1
2200 Havasupai Boulevard
Lake Havasu City, AZ 86403
Tel: (928) 505-6936 Fax: (928) 505-6999

Request for Proposal

Term of Contract

The term of the resultant contract shall commence upon board approval effective for school year 2009-10, unless terminated, canceled or extended as otherwise provided herein.

Option to Extend

The District may, at their option and with the approval of the Contractor, extend the period of this agreement an additional one (1) year. Contractor shall be notified in writing by the Director of Business Services of the District's intention to extend the contract period at least (30) calendar days prior to the expiration of the original contract period.

Bid and Performance Sureties

Bid and performance sureties are not required in this procurement.

Cancellation of Award

The District reserves the right to cancel this award with thirty (30) days written notice to the vendor.

Sub-Contracting

The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Director of Business Services. No such approval will be construed as making the District a party of or to such contract, or subjecting to the District to liability of any kind to any sub-contractor. No sub-contract, shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract; and despite any such subletting, the District shall deal through the Contractor. Sub-contractors will be dealt with as workmen and representatives of the Contractor.

Assignment

It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his right, title or interest therein, or his power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of the District.

Lake Havasu Unified School District #1
2200 Havasupai Boulevard
Lake Havasu City, AZ 86403
Tel: (928) 505-6936 Fax: (928) 505-6999

Indemnify and Hold Harmless

Contractor further agrees to indemnify the District and hold harmless against; (1) any and all losses and liabilities for personal injury, death, or property damage arising out of, or as a consequence of, any work performed under the contract; (2) any and all expenses related to claims or lawsuits resulting from the above, including costs and attorney(s) fees; and (3) any and all penalties and damages incurred by reason of Contractor's failure to obtain any permit or license under, or comply with any applicable laws, ordinances, or regulations.

Licenses

Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the businesses conducted by the Contractor.

Cancellation of Solicitation

The District reserves the right to cancel a solicitation of bid or reject a proposal if it is advantageous to the School District.

Bidder Errors

The District will not be responsible for any bidder errors or omissions.

Proposal Reply Form

Please be sure that authorized personnel have signed the PROPOSAL REPLY FORM. Failure to do so will result in rejection of bid. The District will not be responsible for any Bidder errors or omissions. All other sheets should be kept in the vendor's file for reference.

If you choose to "no bid" please note this with a reason on the PROPOSAL REPLY FORM and return ONLY that form so we may use your comments for future bid reference. Persons who fail to respond to invitations for bids for two (2) consecutive procurement of similar items may be removed from the applicable bidders list.

Customer Reference Listing

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three firms or governmental organizations of which the Contractor is currently furnishing or has in the past completed service for.

Lake Havasu Unified School District #1
2200 Havasupai Boulevard
Lake Havasu City, AZ 86403
Tel: (928) 505-6936 Fax: (928) 505-6999

Price

All prices quoted shall be firm and fixed for the specified contract period. Fees shall be all inclusive of any expenses incurred by the Contractor while providing service for Lake Havasu Unified School District #1.

Purchase Orders

All commitments to Vendors must be made by an approved Purchase Order ONLY prior to beginning of service. Verbal commitments by school employees, sponsors, advisors or student members of student organizations in the name of an organization or school are not permitted without a Purchase Order number. Vendors who honor commitments other than an approved Purchase Order are doing so at their own risk.

Method of Payment

Payment to be made from Vendor's invoice submitted against individual written purchase order issued by the Business Services Department to cover items received and accepted.

Insurance

Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workman's Compensation or other applicable insurance coverage for itself and its employees and the District shall have no responsibility or liability for such insurance coverage.

Contractor shall provide to the Lake Havasu Unified School District #1 a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a general liability insurance policy which shall be the primary coverage for the activity of the Contractor.

The District reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company, policy number, and liability coverage amounts.

Certification must be submitted to: Elaine Wood, Director of Business Services, Lake Havasu Unified School District #1, 2200 Havasupai Boulevard, Lake Havasu City, AZ 86403, with reference to RFP number.

Lake Havasu Unified School District #1
2200 Havasupai Boulevard
Lake Havasu City, AZ 86403
Tel: (928) 505-6936 Fax: (928) 505-6999

Evaluation Criteria

Evaluation criteria may include, but not necessarily be limited to:

1. Conformity with specifications and general consideration.
2. Service, performance and quality.
3. Delivery Date - Availability.
4. Cost considerations and other factors that would be advantageous to the District.
Price alone shall not determine bid award.
5. Prices held firm/length of time bid.
6. Past performance of vendor.
7. References.

The School District shall be the sole judge in determining the quality of the products, materials or services bid and their decision shall be final.

Evaluation

Complete evaluation information will be kept on file in the Business Services Department and is available for public inspection by appointment only after the award has been made by the Governing Board of Lake Havasu Unified School District #1.

Purchases From Other Sources

The District reserves the right to purchase from other sources, those services which are required on an emergency basis and cannot be supplied by the vendor.

Telephone, Telegraph and Facsimile Bids

Telephone, telegraph, and/or facsimile bids will not be accepted.

Proposal Materials

Proposals and other materials submitted shall become the property of Lake Havasu Unified School District #1. The District shall bear no cost for proposal presentations on the part of the vendor.

Discussions with Vendors

Discussions with selected vendors may be held as part of the evaluation procedure for this RFP. Vendors invited for discussions will be given the opportunity to submit a "best and final offer".

Lake Havasu Unified School District #1
2200 Havasupai Boulevard
Lake Havasu City, AZ 86403
Tel: (928) 505-6936 Fax: (928) 505-6999

Multiple Award

The District has a large number and variety of potential using departments at locations throughout the District. In order to assure that any ensuing contracts will allow the District to fulfill current and future requirements, the District reserves the right to award contracts to multiple companies. The actual utilization of any contract will be the sole discretion of the District. The fact that the District may make multiple awards should be taken into consideration by each potential Contractor.

Proposal Modification

The District will not be responsible for bidders adjusting their bid based on oral instructions by any member of the District staff or by contracted consultants or agents. Bids will be modified by issuance of an addendum by the Business Services Department.

Certifications

In the event only one proposal is received, the District may require that the bidder submit a cost proposal in sufficient detail for the District to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

Return of "Proposal Reply Form" Section

Bidder is to detach and return only the pages of the "Proposal Reply Form" section, which shall incorporate by reference the Request for Proposal and Conditions of Purchase, Additional Conditions of Purchase, Scope and Attachments.

Proposal Opening

Only names of Vendors submitting proposals will be read at the opening.

Time Stamp for Bids/Proposals

Bids/proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB) or Request for Proposal (RFP). All bids/proposals received after the time stated in the IFB or RFP will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the U.S. Mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid/proposal deposited on time at the place specified. The official clock for determining the time shall be that utilized by the District at the place bids/proposals are received.

Lake Havasu Unified School District #1
2200 Havasupai Boulevard
Lake Havasu City, AZ 86403
Tel: (928) 505-6936 Fax: (928) 505-6999

Importance of Responding

Failure to respond to invitations for bids/request for proposals for two (2) consecutive procurements of similar items will result in deletion of the Vendors name from the District's Vendor listing for those items. A no bid will be considered a response.

Promotion of Products

Vendors shall not continue to aggressively promote products after proposals are accepted and before award by the Lake Havasu Unified School District #1 Governing Board.

Cancellation of Award

The District reserves the right to cancel this award with thirty (30) days written notice to the Vendor.

Discussions with Vendors

Discussions with selected Vendors may be held as a part of the evaluation procedure for this RFP. Vendors invited for discussions will be given the opportunity to make a "best and final offer".

Questions

All questions regarding bid procedures should be directed to the Business Services Department at (928) 505-6936. Questions regarding specifications should be directed to the Special Services Department at (928) 505-6938.

Lake Havasu Unified School District #1
2200 Havasupai Boulevard
Lake Havasu City, AZ 86403
Tel: (928) 505-6936 Fax: (928) 505-6999

1. Speech Pathologist

The District is seeking individuals with experience as a **certified Speech Pathologist holding a valid appropriate Arizona Department of Education SLP Certification and Arizona Department of Health Services Full License**. We also require they possess skills, knowledge and abilities as follows, but not limited to:

- A. Thoroughly familiar with the Arizona laws, rules, and regulations governing Special Education.
- B. Administer, score and interpret standard diagnostic instruments and non-discriminator assessments and provide a written evaluation report.
- C. Counsel teachers, parents, and students concerning support techniques to help social and psychological adjustments associated with speech disorders.
- D. Provide remedial services for speech disorders such as stuttering, voice disorders, and articulation and speech problems associated with impairments.

Speech Pathologist Responsibilities

1. Provide consultation, for handicapped students.
2. Screen and/or evaluate each pupil referred.
3. Screens, observes, or gathers data on students who have been referred.
4. Attend multi-disciplinary conferences when appropriate to discuss a student's evaluation and/or progress and make recommendations when intervention is needed.
5. Participate in the individual education planning of each student to receive services.
6. Consults with teachers regarding student interventions.
7. Consults with administrators regarding student treatment.
8. Attend student study team meetings when appropriate to determine if evaluations or assessment is needed.
9. Maintain appropriate records and files.
10. Establish and maintain effective relationships with teachers, administrators, students, parents and community.
11. Demonstrates organizational characteristics in work and manner.
12. Informs Principal, parents, teachers of services available to them.
13. Assists teachers and others interpret and use test and other assessment data.
14. Assists staff in program planning for referred students.
15. Works cooperatively with teachers and other personnel in case conferences and case study write-up.
16. Refers parents and students to community resources that may be helpful to them.
17. Provides follow-up information to teachers and parents about students who have been referred and tested.

Lake Havasu Unified School District #1
2200 Havasupai Boulevard
Lake Havasu City, AZ 86403
Tel: (928) 505-6936 Fax: (928) 505-6999

18. Maintains compliance with federal, state, and district policies/procedures.
19. Establish and communicate to students well defined objectives for each lesson, including related projects and activities determined by diagnosis.
20. Maintain a plan book of daily instruction based on IEPs and emergency plans in the event of illness.
21. Supervises, evaluates, and provide work assignments to assigned teacher aides, student teachers and/or volunteers.
22. Evaluate and provide individual student progress on a regular basis and keep requisite records. Justify program recommendations.
23. Responsible for performing other job related duties as assigned by the Superintendent of School through the Director of Special Services.
24. Invoice the District for services rendered at the end of each calendar month.

Transportation

Individual(s) contracted must provide their private transportation throughout the District.

Insurance

Proof of a minimum of One Million Dollars (\$1,000,000) of liability insurance must be submitted with the proposal.

Reporting

All service people will report to the Superintendent of School through the Director of Special Services unless otherwise notified.

Type of Contract

Services will be contracted on a hourly basis "as needed" during the Fiscal School Year by the Special Services Department. This timeframe is subject to review and change. The type of contract will be an Authorized District Purchase Order. Services can be terminated at any time by the Superintendent of Schools of Lake Havasu Unified School District #1.

Request for Proposal Should Include the Following for Each Position

1. Staffing to include resumes of professional staff showing professional experience.
2. Current copy of certificate of registration/certification where applicable.
3. Three (3) references.
4. Hourly fee structure.
5. Number of hours available weekly to perform services.

Lake Havasu Unified School District #1
2200 Havasupai Boulevard
Lake Havasu City, AZ 86403
Tel: (928) 505-6936 Fax: (928) 505-6999

Professional Contracted Therapy Services

Bid Response Form

Name of Bidder:	Signature:
Please indicate your hourly fee for the following services. Fees to hold firm through June 30, 2010	
Speech Pathology Services	Hourly Rate \$
	# hours available per week

UNIFORM INSTRUCTIONS TO OFFERORS

1. **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 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. **“Days”** means calendar days unless otherwise specified.
- E. **“Exhibits”** means any item 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 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires 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 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.
- 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 inquires.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. **Offer Preparation**

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

- G. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- H. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- I. 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.
- J. Federal Excise Tax. School districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- K. 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.
- L. 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.
- M. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- N. 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
- O. 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**

1. Sealed Envelope or Package. **Please submit three (3) copies of your offer, one (1) marked “original” and two (2) marked “copy”.** 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. Proposals shall be time stamped. They shall be accepted up to and no later than, the time indicated in the Notice of Solicitation.
- B. Inclusions. In order for your proposal to be considered, the following items **MUST** be included with your response.
 1. Letter of Interest
 2. Firm & Staff Experience
 3. Proposal Cost Forms
 4. Completed Offer and Acceptance form
- C. 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.
- D. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the school district/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the school district/public entity. 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.

- E. 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.
 3. That, the Offeror is duly licensed for the class or work on this solicitation; and will comply with all applicable legal provisions as set forth in the Arizona Revised Statutes, to include all federal, state, and county regulations and understands these provisions are part of any contract awarded to him/her.

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. 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.
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 Bid: Will be awarded in accordance with R7-2-1031: "District shall award contract to lowest responsible responsive bidder whose bid conforms in all material respects to the requirements and evaluation criteria set forth in the IFB".

2. Request for Proposal: Will be awarded in accordance with R7-2-1050, which states; "District shall award contract to the offeror whose proposal is determined in writing to be the most advantageous to the School District based on the factors set forth in the RFP".

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 Procurement Officer 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; and
- E. The form of relief requested.

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 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. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- 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;
- 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.

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 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 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 or 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 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 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 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 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 Contractor 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, 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. 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 proposal 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 proposal, 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 proposal bearing the signature of the offeror and the school district's signed purchase order(s)) become the forms of

Contractual Agreement, agreeing to the performance of all conditions set forth in the proposal, the standard proposal instruction standard conditions and special instructions and conditions, including any addenda issued by the solicitation. The purchase order(s) to be issued by the school district may be examined at the Purchasing Services Department.