



### **Important Notice**

Due to the Covid-19 school closure, Mesa Public Schools has established a secure method to receive all solicitation responses electronically. All responses will be locked until the opening due date and time.

Included in this solicitation is a link to ProcureNow and this specific solicitation. If you plan to respond to the solicitation you will need to click on the link below and register there (it will take less than 5 minutes). Then you will upload your response to ProcureNow. There is no cost to the vendor to register.

Link to ProcureNow

<https://secure.procurenow.com/governments/480/projects/3423>

If you decide not to respond to the solicitation on ProcureNow, please respond "NO BID" on [azpurchasing.org](http://azpurchasing.org).

Mesa Public Schools will continue to issue all solicitations through [www.azpurchasing.org](http://www.azpurchasing.org) with a link to ProcureNow for the response.

The BID Opening will be held publicly through a Webex meeting, please click the following link by the due date and time to access the opening.

Link to Webex meeting:

Join meeting in my Webex Personal Room <https://mpsaz.webex.com/meet/lrgarrett>

Join by phone +1-602-666-0783 United States Toll Free

Meeting Number (Access Code): 963443885

To locate an online/e-notary click here: <https://azsos.gov/business/notary/enotary>

We apologize in advance that you will need to use both systems, but it was the quickest and easiest way to continue issuing solicitations while staying compliant with the procurement rules. If you have any questions, please feel free to contact the buyer listed on the solicitation.

As always, thank you for your interest and support of Mesa Public Schools.



## REQUEST FOR PROPOSAL

Date: April 29, 2020  
Bid No. 21-03MP  
Material and or Service: Legal Services  
Bid Due Date: May 21, 2020 Time: 2:00 PM, Local Time  
Opening Location: Virtual Bid Opening via Webex Meeting

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A. R. S. 15-213, bids for the material or services specified will be received by the Mesa Unified School District #4, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the vendor's submitting shall be publicly read. All other information contained in the bid shall remain confidential until award is made.

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

Bids must be submitted via ProcureNow. All bids must be written legibly in ink or typewritten. Additional instructions for preparing a bid are provided herein.

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

Questions regarding this Request for Proposal are due by Wednesday May 6, 2020 at 10:00 AM, Local Time, and should be submitted via ProcureNow.

Leane Garrett, Procurement Specialist Supervisor  
Email: lgarrett@ympsaz.org

"This request for bid/proposal document originated on the AZPurchasing.org website. If you obtained this document from any other source, whether a physical copy you picked up from Mesa Public Schools Purchasing Office, or from a third-party bid outsourcing firm, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or addendums. When you download the main bid document from the AZPurchasing.org website you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at AZPurchasing.org. Failure to adhere to this recommendation could put your firm at risk of bid rejection as not all necessary addendums and attachments may be passed along for your completion."

This solicitation is being done by the Mesa Unified School District No. 4 as a member of the Strategic Alliance for Volume Expenditures (SAVE) and is acting as lead public entity. Any contract resulting from this solicitation shall be for the use of the consortium members. In order to participate in any resultant contract, a public entity must have entered into a cooperative purchasing agreement with the consortium. No volume is implied or guaranteed.

The following Agencies have asked to participate in any resulting contracts. Estimated annual expenditures have been included.

<b>Agency</b>	<b>Amount</b>
Mesa Unified School District No. 4	\$100,000
Buckeye Union High School District #201	\$ 20,000
Cartwright Elementary School District #83	\$150,000
Dysart Unified School District #89	\$ 15,000
Madison Elementary School District #38	\$ 20,000
Scottsdale Unified School District #48	\$ 30,000
Peoria Unified School District #11	\$ 50,000
Higley Unified School District #60	\$100,000
Florence Unified School District #1	\$ 25,000
West-MEC District #402	\$100,000
Paradise Valley Unified School District #69	\$200,000
Tucson Unified School District	\$250,000
Marana Unified School District #6	\$100,000
Litchfield Elementary School District #79	\$ 65,000
Crane Elementary School District #13	\$ 20,000
Chandler Unified School District #80	\$ 75,000
Phoenix Union High School District #210	\$ 40,000
Flagstaff Unified School District #1	\$ 50,000
Washington Elementary School District #6	\$100,000
Kyrene Elementary School District #28	\$ 50,000
Roosevelt Elementary School District #66	\$ 55,000
Tolleson Union High School District #214	\$150,000
Liberty Elementary School District #25	\$ 7,500
Deer Valley Unified School District #97	\$225,000
Tempe Elementary School District #3	\$ 60,000

On the following pages is a list of current Consortium members who potentially may wish to utilize this contract. Other public entities in Arizona may be added during the term of the contract by SAVE with the approval of the lead public entity and the contract vendor. The estimated volume of purchases by other public entities within SAVE have been taken into consideration by the lead public entity and all other public entities that are not members of the SAVE are prohibited from using the contract.

## Strategic Alliance for Volume Expenditures

### S.A.V.E. --- Cooperative Purchasing Agreements

The following agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as **August 8, 2019**:

#### **Municipalities**

City of Apache Junction  
City of Avondale  
City of Benson  
City of Bullhead City  
City of Casa Grande  
City of Chandler  
City of Cottonwood  
City of Douglas  
City of El Mirage  
City of Eloy  
City of Flagstaff  
City of Glendale  
City of Goodyear  
City of Maricopa  
City of Mesa  
City of Nogales  
City of Page  
City of Peoria  
City of Phoenix  
City of Prescott  
City of Safford  
City of Scottsdale  
City of Sedona  
City of Sierra Vista  
City of Somerton  
City of Surprise

City of Tempe  
City of Tolleson  
City of Tucson  
City of Willcox  
City of Winslow  
City of Yuma  
Lake Havasu City  
Town of Buckeye  
Town of Camp Verde  
Town of Cave Creek  
Town of Chino Valley  
Town of Florence  
Town of Fountain Hills  
Town of Gila Bend  
Town of Gilbert  
Town of Marana  
Town of Miami  
Town of Oro Valley  
Town of Paradise Valley  
Town of Prescott Valley  
Town of Queen Creek  
Town of Sahuarita  
Town of Superior  
Town of Wickenburg

#### **Counties**

Apache County  
Cochise County  
Coconino County  
  
Gila County  
  
Graham County  
  
La Paz County  
  
Maricopa County

#### **Higher Education**

Arizona State University  
Arizona Western College  
Central Arizona College  
Central Arizona Valley Institute of  
Technology (CAVIT)  
Cobre Valley Institute of Technology  
(CVIT)  
Cochise County Community College  
District  
Coconino County Community College  
District

Mohave County  
Navajo County  
Pima County  
Pinal County  
Santa Cruz County  
Yavapai County  
Yuma County

Dine College  
East Valley Institute of Technology (EVIT)  
Gila Institute of Technology, a Joint  
Technology Education District (JTED)  
Graham County Community College  
District  
Maricopa Community College District  
Mohave Community College  
Northern Arizona University  
Pima Association of Governments (PAG)  
Pima Community College  
Pima Prevention Partnership dba Pima  
Partnership Academy, Pima Partnership  
High School & Phoenix Collegiate High  
School  
University of Arizona  
Western Arizona Vocational Educ  
(WAVE), a Joint Technology Education  
District  
Yavapai College

**Political Agencies**

Arizona Supreme Court  
Central Arizona Project  
Housing Authority of Maricopa County  
Maricopa Association of Governments  
Maricopa Integrated Health System  
Phoenix-Mesa Gateway Airport Authority  
Superior Court of Arizona, Maricopa County  
Tucson Airport Authority  
Valley Metro Regional Public Transit Authority

**Misc. Agencies**

Central Arizona Water Conservation District (CAWCD)  
Central Yavapai Fire District  
Drexel Heights Fire Department  
Fire District of Sun City West  
Horizon Community Learning Center/Horizon Charter School  
Mary C. O'Brien ASD  
Mountain Institute JTED  
Mt. Lemmon Fire District  
North Country Community Health Center  
Northeast AZ Tech Institute of Voc Ed  
Northwest Fire District

**School Districts**

Agua Fria Union High School D # 216  
Alhambra Elementary SD # 68  
Altar Valley School District #51  
Amphitheater Unified School Dist #10  
Antelope Union High School #50  
Apache Junction Unified School D#43  
Arlington Elementary School Dist #47  
Ash Fork Joint Unified School District  
Avondale Elementary School Dist #44  
Balsz Elementary School District #31  
Beaver Creek School District #26  
Benson Unified School District #9  
Bisbee Unified School District #2  
Blue Ridge Unified School Dist #32  
Bonita School District #6  
Bouse Elementary School District  
Buckeye Elementary School Dist #33  
Buckeye Union High School Dist#201  
Bullhead City Elementary School D#15  
Camp Verde Unified School Dist #28  
Cartwright Elementary School D #83  
Casa Blanca Middle School dba Vah Ki Middle School  
Casa Grande Elementary School Dist

Pima County Joint Technology District #11 (JTED)  
Pima County School Reserve Fund  
Shonto Preparatory Schools  
Superstition Mt Community Facilities District  
Sun City West Fire District  
Western Arizona Vocational Education #50

Casa Grande Union High School Dist  
Catalina Foothills Unified School #16  
Cave Creek Unified School Dist #93  
Cedar Unified School District #25  
Chandler Unified School District # 80  
Chinle Unified School District #24  
Chino Valley Unified School Dist #51  
Clarkdale-Jerome School District #3  
Coconino County Regional Acc D #99  
Colorado River Union High School D  
Concho Elementary School District #6  
Continental Elementary School D #39  
Coolidge Unified School District #21  
Cottonwood-Oak Creek School D #6  
Crane Elementary School District# 13  
Creighton School District #14

**School Districts (Continued)**

Deer Valley Unified School Dist #97  
Double Adobe Elementary SD #45  
Douglas Unified School District #27  
Dysart Unified School District # 89  
Eloy Elementary School District #11  
Elfrida Elementary School District #12  
Flagstaff Unified School District # 1  
Florence Unified School District # 1  
Flowing Wells Unified School Dist #8  
Fort Huachuca Accommodation SD  
Fort Thomas Unified School Dist #7  
Fountain Hills Unified School Dist #98  
Fowler Elementary School District#45  
Gadsden Elementary School Dist# 32  
Ganado Unified School District #20  
Gila Bend Unified Schools  
Gilbert USD #41 Gilbert Pub Schools  
Glendale Elementary School Dist #40  
Glenda Union High School District  
Globe Unified School District #1  
Grand Canyon Unified School Dist #4  
Hackberry Elementary School Dist #3  
Heber-Overgaard USD #6  
Higley Unified School District #60  
Holbrook Unified School District #3  
Humboldt Unified School District #22  
Hyder Elementary School District #6  
Indian Oasis-Baboquivari Sch D #40  
Isaac Elementary School District # 5  
JO Combs Elementary School D #44  
Joseph City Unified School District #2  
Kayenta Unified School District #27  
Kingman Unified School District #20  
Kyrene Elementary School District #28  
Lake Havasu Unified School Dist # 1  
Laveen Elementary School Dist #59  
Liberty Elementary School Dist #25  
  
Litchfield Elementary School Dist #79  
Littlefield Unified School District #9  
Littleton Elementary School Dist #65  
Madison Elementary School Dist #38  
Maine Consolidated School District  
Mammoth-San Manuel Unified SD #8  
  
Marana Unified School District #6  
Maricopa Regional School Dist #509  
Maricopa Unified School District

**School Districts (Continued)**

Mayer Unified School District #43  
Mesa Unified School District # 4  
Mobile Elementary School District #86  
Mohave Valley Elem School Dist #16  
Mohawk Valley School District # 17  
Morenci Unified School District #18  
Murphy Elementary School District #21  
Naco Unified School District #9  
Nadaburg Elementary District #81  
Nogales Unified School District # 1  
Osborn Elementary School District #8  
Page Unified School District #8  
Palominas Elementary School Dist #49  
Palo Verde Elementary School Dist #49  
Paradise Valley Unified School Dist #69  
Parker Unified School District #27  
Patagonia Elementary School Dist #6  
Patagonia Union High School Dist #92  
Payson Unified School District #10  
Peach Springs Unified School Dist #8  
Pendergast School District #92  
Peoria Unified School District #11  
Phoenix Elementary School District # 1  
Phoenix Union High School Dist #210  
Picacho Elementary School District #33  
Pima Unified School District #6  
Pine Strawberry Elementary Sch D #12  
Pinon Unified School District #4  
Pomerene Elementary School Dist #64  
Prescott Unified School District #1  
Quartzsite Elementary School Dist #4  
Queen Creek Unified School Dist # 95  
Red Mesa Unified School District  
  
Riverside Elementary School District #2  
Roosevelt Elementary School Dist # 66  
Round Valley Unified School Dis #10  
Sacaton Elementary School District #18  
Saddle Mountain Unified School Dist #90  
Safford Unified School District #1  
Sahuarita Unified School District #30  
San Carlos Unified School District #20  
Sanders Unified School District #18  
San Simon Unified School District #18  
Santa Cruz Valley Unified School Dist #35  
Santa Cruz Valley Union High SD #840  
Scottsdale Unified School District # 48

**School Districts (Continued)**

Sedona-Oak Creek Unified School Dist #9  
Sentinel Elementary School District #71  
Show Low Unified School District #10  
Sierra Vista Unified School District # 68  
Snowflake Unified School District #5  
Somerton Elementary School District #11  
Stanfield Elementary School District #24  
St. David Unified School District #21  
St. Johns Unified School District  
Sunnyside Unified School District #12  
Superior Unified School District #15  
Tanque Verde Unified School District #13  
Tempe Elementary School District # 3  
Tempe Union High School District # 213  
Thatcher Unified Schools  
Toltec Elementary School District #22  
Tolleson Elementary School District #17  
Tolleson Union High School District # 214  
Tombstone Union School District #1  
Tuba City Unified School District #15  
Tucson Unified School District  
Union Elementary School District #62  
Vail Unified School District #20  
Valley Union High School District #22  
Washington Elementary School District # 6  
Wellton Elementary School District #24  
West-MEC District #402  
Whiteriver Unified School District #20  
Wickenburg Unified School District #9  
Willcox Unified School District  
Williams Unified School District #2  
Wilson Elementary School District #7  
Window Rock Unified School District #8  
  
Winslow Unified School District #1  
Young Public School District  
Yuma Elementary School District # 1  
Yuma Union High School District # 70

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## DOCUMENTS REFERENCED:

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

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

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:  
[www.azsos.gov/rules/arizona-administrative-code](http://www.azsos.gov/rules/arizona-administrative-code)

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

# Uniform Instructions for Offers

## 1. DEFINITION OF TERMS

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

- 1.1. **“Attachment”** means any item the Solicitation requires a Bidder or Offeror to submit as part of the Offer.
- 1.2. **“Award”** means a determination by District that it is entering into a contract with one or more Bidders or Offerors.
- 1.3. **“Bid”** means a response to an invitation for bids and includes an offer to contract with District.
- 1.4. **“Bidder”** means a person submitting a Bid in response to an invitation for bids.
- 1.5. **“Contract”** means a legally binding contractual agreement, regardless of what it may be called, for the purchase of materials, services, construction or construction services, or the disposal of materials by District. **“Contract”** includes the combination of the Solicitation, including the Uniform and Special Instructions, the General and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Amendments; and any terms applied by law. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the Contract or agreement, and is signed by the District Representative.
- 1.6. **“Contract Amendment”** means a written document that is authorized by the District Representative and issued by District for the purpose of making changes to the Contract.
- 1.7. **“Contractor”** means any person who has a contract with District. An Offeror or Bidder who has been awarded a Contract by District is a Contractor of District.
- 1.8. **“Days”** means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
- 1.9. **“District”** means Mesa Unified School District No. 4.
- 1.10. **“District Representative”** means Michelle Hamilton, Director of Purchasing, or her designee.
- 1.11. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

- 1.12. **“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.
- 1.13. **“Offer”** means Bid, Proposal, or quotation.
- 1.14. **“Offer Deadline”** means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.
- 1.15. **“Offeror”** means a person submitting a Proposal in response to a request for proposals.
- 1.16. **“Proposal”** means a response to a request for proposals and includes an Offer to contract with District.
- 1.17. **“Purchase Order”** means a document issued by District, in writing or electronically, and identified as a Purchase Order that authorizes Contractor to proceed with fulfillment of all or part of an awarded Contract by delivery of materials or services in quantities and at times and locations specified in the Purchase Order.
- 1.18. **“Responsible Bidder or Offeror”** means a person who at the time of Contract Award has the capability to perform the Contract requirements and the integrity and reliability which will assure good faith performance.
- 1.19. **“Responsive Bidder or Offeror”** means a person who submits an Offer that reasonably and substantially conforms to all material requirements of the Solicitation.
- 1.20. **“Solicitation”** means an invitation for bids, an invitation to submit technical offers, a request for proposals, a request for qualification, or any other invitation or request by which District invites a person to participate in a procurement. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the Uniform Instructions for Offers, General Terms and Conditions for Contract, Special Terms and Conditions for Contract, Statement of Scope of Work/Specifications, Solicitation Addendums, and Solicitation Exhibits and Attachments.
- 1.21. **“Solicitation Addendum”** means a written document that is authorized by the District Representative and issued by District for the purpose of making changes, clarifications, or additions to the Solicitation.
- 1.22. **“The Solicitation Contact Person”** for the Solicitation is the procurement specialist supervisor designated on the first page of the Solicitation.
- 1.23. **“Subcontract”** means any Contract, express or implied, between Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

## **2. PRE-OFFER INQUIRIES**

- 2.1. Duty to Examine.** It is the responsibility of the Bidder or Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer Deadline.
- 2.2. Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation Contact Person. The Bidder or Offeror shall not contact or direct inquiries concerning the Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation Contact Person as a contact.
- 2.3. Submission of Inquiries.** The Solicitation Contact Person may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing the inquiry since it may then be identified as an Offer and not be opened until after the Offer Deadline.
- 2.4. Requests for Exceptions.** A Bidder or Offeror may submit to the Solicitation Contact Person a written request for an unsubstantial, nonmaterial exception or deviation to a specific term, condition, or other provision in the Solicitation. Requests for an exception must identify the specific condition, term, or other provision to be excepted or modified and clearly state any proposed substitutions or modifications thereto.

A requested exception that substantially or materially alters a term, condition, or other provision shall be rejected. The District Representative or designee shall determine, in his or her sole discretion, whether an exception is substantial or material and advise the Bidder or Offeror of the decision. Submission of the Bidder's or Offeror's preprinted contract in place of the General or Special Terms and Conditions of a Solicitation shall be rejected.

A request for exceptions must be submitted to the District Representative not less than ten (10) days prior to the Solicitation Deadline. A request for exceptions shall not be accepted, in whole or in part, unless accepted in writing by the Solicitation Contact Person or District Representative.

If the Bidder or Offeror does not receive District's written response to a request for exceptions prior to the Solicitation Deadline, the Bidder or Offeror may restate the request for exception in its Acknowledgment and Acceptance of Terms and Conditions of Solicitation form. A request for exceptions in the form will be considered by District when evaluating the Offer. If the request for exceptions is not acceptable, District will reject the Offer.

- 2.5. Timeliness.** Any inquiry shall be submitted as soon as possible and at least ten (10) days before the Offer Deadline. Failure to do so may result in the inquiry not being answered.
- 2.6. No Reliance on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Addendum. A Bidder or Offeror may not rely on verbal responses from the Solicitation Contact Person to inquiries.

- 2.7. Pre-Offer Conference.** If a pre-Offer conference has been scheduled under the Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder or Offeror should raise any questions it may have about the Solicitation at the conference. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests should be made as early as possible to allow time to arrange for the accommodation.

Verbal responses to questions raised at the conference shall not amend the Solicitation. If an issue is raised at the conference that results in a decision by District to amend the Solicitation, the Solicitation may be amended only by issuance of a written Solicitation Addendum. A Bidder or Offeror may not rely on any verbal responses to questions at the conference.

### **3. OFFER PREPARATION**

- 3.1. Forms: No Facsimile or Electronic Offers.** An Offer shall be submitted either on the forms provided in the Solicitation or their substantial equivalent. Any substitute document for the forms provided in the Solicitation must be legible and contain the same information requested on the form. A facsimile, electronic, or mailgram offer shall be rejected.
- 3.2. 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.
- 3.3. Acknowledgement and Acceptance Form:** The Acknowledgement and Acceptance of Terms and Conditions of Solicitation form must be submitted with the Offer and signed by a representative of the Bidder or Offeror.

All exceptions or modifications requested by the Bidder or Offeror, regardless of whether District previously accepted the requested exceptions or modifications requested by the Bidder or Offeror, must be clearly set forth in the Acknowledgement and Acceptance of Terms and Conditions of Solicitation form. Any exceptions or modifications set forth in the form that have not been previously accepted by District, may be rejected if District determines, in its sole judgment, that the a requested exception or modification would substantially or materially alters a term, condition, or other provision of the Solicitation. Unacceptable exceptions or modifications shall remove the Offer from consideration for award.

- 3.4. Offer and Acceptance Form.** The Offer and Acceptance form within the Solicitation must be submitted with the Offer and signature by authorized representative of the Bidder or Offeror. The signature shall signify the Bidder's or Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.

- 3.5. Subcontractors.** A Bidder or Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6. Cost of Offer Preparation.** District will not reimburse a Bidder or Offeror for the cost of responding to a Solicitation.
- 3.7. Solicitation Addendum.** Unless otherwise stated in the Solicitation, each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer Deadline. Failure to return a signed copy of a material Solicitation Addendum or to follow the instructions for acknowledgement of the Solicitation Addendum may result in rejection of the Offer.
- 3.8. Tax Identification Numbers.** A Bidder or Offeror must provide his or her Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Cost Form.
- 3.9. Taxes.** Prices stated in a Solicitation shall not include applicable state and local taxes. District is exempt from paying federal excise tax and state property taxes. District is not exempt from state and local transaction privilege (sales) taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in determining the lowest Bidder.
- 3.10. Shipping/Delivery.** Terms and conditions relating to shipping and delivery are "FOB Destination, Freight Prepaid and Allowed." The shipping and delivery terms are further described in the General Terms and Conditions of Contract and are subject to modification in the Special Requirements of Solicitation, if any, for this Solicitation.
- 3.11. Order of Precedence.** A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the following documents listed in their order of precedence:
- 1<sup>st</sup> Solicitation Addendums
  - 2<sup>nd</sup> Special Requirements of Solicitation
  - 3<sup>rd</sup> General Terms and Conditions of Contract
  - 4<sup>th</sup> Statement of Scope of Work/Specifications
  - 5<sup>th</sup> Solicitation Attachments and Exhibits
  - 6<sup>th</sup> Uniform Instructions for Offers

In the event of a conflict between provisions in two or more of the foregoing Solicitation documents, the document having a higher order of precedence will prevail over the other document or documents with conflicting provisions.

#### **4. SUBMISSION OF OFFER**

- 4.1. Sealed Envelope or Package.** Each Offer shall be submitted to the submittal location identified in the 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.
- 4.2. Offer Amendment or Withdrawal.** The Bidder or Offeror may withdraw an Offer any time prior to the Offer Deadline. The Offer may not be amended or withdrawn after the Offer Deadline, except as otherwise provided under applicable law.
- 4.3. Confidential Information.**
- 4.3.1. Request for Confidentiality. If a Bidder or Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, the Bidder or Offeror may submit to the District Representative and the Solicitation Contact Person a Request for Confidentiality of Proprietary Information form that identifies the specific information and explains why it should be protected from disclosure. All information proposed for protection from disclosure shall be so identified wherever it appears in the Offer. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.
- 4.3.2. Public record. All contents of an Offer submitted in response to a Solicitation, other than those items determined by the District Representative to be confidential will become a matter of public record available for review after Award notification.
- 4.4. Certifications of Bidder or Offeror.** By signing the Offer and Acceptance Form, the Bidder or Offeror certifies the following:
- 4.4.1. The Bidder or Offeror has examined and understands the terms, conditions, scope of work/services and specification, and other documents in the Solicitation.
- 4.4.2. The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. The Bidder or Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited: (i) a Bidder to put in a sham Offer; (ii) any other person, firm or corporation to refrain from submitting an Offer; or (iii) in any other manner sought to secure for itself an advantage over any other Bidder or Offeror or to produce a deceptive show of competition in the matter of the Offer or Award of a Contract under the Solicitation.
- 4.4.3. The Bidder or Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity,

special discount, trip, favor, or service to a District official or employee in connection with the submitted Offer.

- 4.4.4. The Bidder or Offeror, including its owners, employees, and agents directly involved in obtaining contracts with the State of Arizona, or any subdivision of the state has not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- 4.4.5. The Bidder or Offeror is not currently suspended, debarred, or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.
- 4.4.6. If awarded a Contract, the Bidder or Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, scope of work/services, specifications, and other documents of the Solicitation.
- 4.4.7. The Bidder or Offeror is not engaged in and for the duration of the contact will not engage in a boycott of Israel.

## **5. ADDITIONAL OFFER INFORMATION**

- 5.1. **Late Offers.** An Offer submitted after the Offer Deadline shall be rejected.
- 5.2. **Unit Price Prevails.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.3. **Confirmation.** District may contact the Bidder or Offeror to confirm its understanding of the Offer. Such contact shall occur after the Offer Deadline and prior to award. District shall seek written confirmation from the Bidder or Offeror and shall retain the request and confirmation, if obtained, in the procurement file.
- 5.4. **Offer Acceptance Period.** The Bidder or Offeror shall hold its Offer open for the later of (i) the number of days after the Offer Deadline stated in the Solicitation or (ii) ninety (90) days.
- 5.5. **Rights of Waiver, Rejection, and Cancellation.** Notwithstanding any other provision of the Solicitation, District may waive any minor informality, reject any and all Offers or portions thereof, or cancel a Solicitation.

## **6. AWARD**

- 6.1. **Basis of Award.** An Award will be made to the Responsible Bidder or Offeror whose Offer is determined to be:
  - 6.1.1. For an invitation for Bid, the lowest responsible and responsive Bid or Bids that conform in all material respects to the requirements of the Solicitation and evaluation factors, if any, set forth the Special Requirements of Solicitation.

If a Bidder is awarded a Contract and is unable to meet its contractual obligations, District may cancel the Contract and award a Contract to the next lowest ranked Bidder if this determination occurs within a reasonable time period after the original Contract Award.

- 6.1.2. For a request for proposal, the Proposal or Proposals that are determined in writing to be the most advantageous to District based on the requirements of the Solicitation and evaluation factors set forth in the Special Requirements of Solicitation.

District will evaluate and determine which Proposals are acceptable and unacceptable for further consideration. If determined to be in the best interest of District, District may request interviews with the Offerors determined to be most likely to meet the requirements to discuss cost and/or other portions of the Proposal.

No requirement or factor may be used in the evaluation of offers that is not set forth in the Solicitation. The amount of any applicable transaction privilege or use tax of a political subdivision of the State shall not be a factor in determining the lowest Bid or most advantageous Proposal.

- 6.2. Multiple Awards.** District may award multiple contracts from the Solicitation. The decision to award a single contract, award multiple contracts, or make no award rests solely with District. A multiple Award shall be made only if the District Representative determines in writing, prior to making an award that a multiple Award is necessary and is advantageous to District.

In determining whether to award multiple contracts, District will assess whether multiple vendors are necessary and advantageous to ensure the availability of goods or services that fully conform to District's requirements at the time, place and manner needed by District. If District determines that multiple contracts are necessary and advantageous, District will determine the least number of Contractors that are needed and award Contracts to, if an invitation to bid, the Bidders who submitted the lowest responsible and responsive Bids; and, if a request for proposal, the Offerors who submitted the most advantageous Proposals to District.

When determining whether to award of multiple contracts, District may consider a variety of factors, including without limitation: District's experience with existing products and systems, brand continuity for parts replacement, increased demand for goods or services, a single Contractor's ability to provide for District's needs, bonding capacity, Contractor's location and service areas, District's past experience with Contracts for similar product/services, and other relevant criteria, including the criteria set forth in school district procurement code R7-2-1024(B)(1)(D): whether contracts will be awarded by individual line items or groups of line items, by increments, or by designated regions or locations.

If the solicitation is for a cooperative procurement, District will determine whether to award multiple contracts by applying the foregoing criteria with consideration to the likelihood that other cooperative members will make purchases from the same contract or contracts.

- 6.3. Formation of Contract.** A response to the Solicitation is an offer to contract with District based upon the terms, conditions, scope of work/services, and specifications contained in the Solicitation. An Offer does not become a contract unless and until District accepts it. A contract is formed when the District Representative signs the Award document on behalf of District. No work may commence or products be delivered until District has issued a Purchase Order to Contractor.

## **7. PROTESTS**

A protest of a Solicitation or Award may be made by an interested party as defined by the School District Procurement Code. The protest shall comply with and be resolved according to Rules R7-2-1141 through R7-2-1153 of the School District Procurement Code. Protests shall be in writing and be filed with the District Representative. A protest based on alleged improprieties that are apparent before the Offer Deadline must be delivered to the District Representative before the Offer Deadline. A protest of a Solicitation or Award for any other reason must be delivered to the District Representative within ten (10) days after District makes the Bid file available for public inspection, unless the District Representative finds good cause for the delay of the interested party. A protest shall include:

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

# General Terms and Conditions of Contract

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

## 1. CANCELLATION

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

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to District to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation, all goods, materials, and work paid for by District, along with documents, data, and reports prepared by Contractor under the Contract shall become the property of District.

- 1.5. **Cancellation for Replacement.** District reserves the right to cancel the Contract awarded under a Solicitation and replace it with a newer Contract awarded to the same Contractor for similar goods and services. District may, at its option, replace the Contract awarded from the

Solicitation or delay a new Award until the existing Contract expires. The decision to replace the Contract rests solely with District.

- 1.6. **Continuation of Performance.** Contractor shall continue to perform in accordance with the requirements of the Contract, up to the date of cancellation and as directed in the cancellation notice.
- 1.7. **Cancellation for Improper Conduct.** District may cancel the Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of District with a view toward securing a contract or with respect to the performance of this Contract. Paying the expenses of normal business meals shall be in accordance with District's policy regarding gratuities. Samples of software, equipment, or hardware provided to District for demonstration or evaluation are not considered gratuities.
- 1.8. **Cancellation by Contractor.** Unless otherwise provided in the Special Requirements of Solicitation, if any, Contractor may cancel the Contract by delivery of prior written notice during the 60-day period prior to an annual contract renewal. Termination shall have no effect on projects in progress at the time that a notice of cancellation is received by District.
- 1.9. **Cancellation for Lack of Appropriation.** District may cancel the Contract if the Legislature of the State of Arizona at any time fails to appropriate funds necessary for the District to perform the Contract.

## 2. CONTRACT ADMINISTRATION

- 2.1. **Records and Audit.** Contractor shall retain and, by contract, shall require each subcontractor to retain all books, accounts, reports, files, and other records, whether in written or electronic form, relating to the acquisition and performance of the Contract (the "Records") for a period of five years after the completion of the Contract. At any time during the term of this Contract and five (5) years thereafter, the Records shall be subject to inspection and audit by District at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such Records.
- 2.2. **Compliance with Prior Certifications.** Upon Award of a Contract, Contractor shall continue to fully comply with all certifications provided to District in the Uniform Rules for Offer of the Solicitation.
- 2.3. **Inspection and Testing.** Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor's processes for producing the materials at a reasonable time for inspection of the materials and services covered under the Contract. District shall also have the right to test at its own cost the materials to be supplied under the Contract. Inspection at Contractor's facilities or testing shall not constitute final acceptance of the materials. If District determines non-compliance of the materials, Contractor shall be responsible for the payment of all costs incurred by District for testing and inspection.
- 2.4. **Notices.** Notices to Contractor required by the Contract shall be made by District to the person indicated on the Offer and Acceptance form submitted by Contractor. Notices to District required by the Contract shall be made by Contractor to Solicitation Contact Person

indicated on the Solicitation cover sheet. The Solicitation Contact Person and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice, and an Amendment to the Contract shall not be necessary.

**2.5. Property of District.** Any materials, including reports, computer programs, and other deliverables, created under the Contract shall be the sole property of District. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of District.

**2.6. Advertising.** Contractor shall not advertise or publish information for commercial benefit concerning the Contract or its working relationship with District without prior written approval of the District Representative.

### **3. CONTRACT AMENDMENTS**

**3.1. Amendments.** The Contract is issued under the authority of the District Representative. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by Contractor are violations of the Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect.

**3.2. Subcontracts.** Contractor shall not enter into any Subcontract under the Contract without the advance written approval of the Solicitation Contact Person. The Subcontract shall require the subcontractor to comply with the terms and conditions of the Contract.

**3.3. Assignment and Delegation.** Contractor shall not assign any right nor delegate any duty under the Contract without the prior written approval of the District Representative.

### **4. CONTRACT CLAIMS**

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

### **5. CONTRACT INTERPRETATION**

**5.1. Governing Law.** The Contract is governed by Arizona law, including the School District Procurement Code.

**5.2. Order of Precedence.** In the event of a conflict in the provisions of the Contract as accepted by District, the following order of precedence shall prevail:

- 1<sup>st</sup> Solicitation Addendums
- 2<sup>nd</sup> Special Requirements of Solicitation
- 3<sup>rd</sup> General Terms and Conditions of Contract
- 4<sup>th</sup> Statement of Scope of Work/Specifications
- 5<sup>th</sup> Solicitation Attachments and Exhibits
- 6<sup>th</sup> Uniform Instructions for Offers

A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the contract or agreement, and is signed by the District Representative.

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

## **6. CONTRACTUAL REMEDIES**

- 6.1. Right to Assurance.** If District in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing the Contract, District may demand in writing that Contractor give a written assurance of intent or ability to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand will be treated as an anticipatory breach of the Contract. Upon anticipatory breach, District may pursue all remedies, including termination of the Contract.
- 6.2. Stop Work Order.**
- District may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by the Contract for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The District Representative shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 6.3. Nonconforming Tender.** Products and materials supplied under the Contract shall fully comply with the Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with the Contract constitutes a breach of contract. On delivery of nonconforming materials, District may terminate the Contract or pursue any other right or remedy available to it.

- 6.4. Right to Offset.** District shall be entitled to offset against any sums due Contractor, any expenses, costs or damages incurred by District as a result of Contractor's nonconforming performance or failure to perform the Contract.
- 6.5. Non-exclusive Remedies.** The rights and the remedies of the parties under the Contract are not exclusive.
- 6.6. Force Majeure.** Except for payment of sums due, a party shall not be liable to the other or deemed in default under the Contract if and to the extent that such party's performance of the Contract is prevented by reason of Force Majeure. As used in the Contract, the term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of God; acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fire, flood, lockouts; or failures or refusals to act by government authority. Force Majeure shall not include any of the following occurrences:
- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
  - Late performance by a subcontractor unless the delay arises out of a Force Majeure as defined in the Contract
  - Inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If delayed in the progress of work by Force Majeure, the delayed party shall deliver written notice to the other party as soon as soon as practicable.

The notice shall specify the cause of the delay and estimate the time for performance. A delay or failure in performance by either party shall not constitute default or give rise to a claim for damages, to the extent that such delay or failure is caused by a Force Majeure.

## **7. FEDERAL AND STATE REQUIREMENTS**

- 7.1. Fingerprinting Requirements.** Contractor, including any employee of Contractor, a subcontractor and employee of a subcontractor, who is contracted to supply services on a regular basis (at least five (5) times during a month) at a District school shall at its own expense, obtain a valid fingerprint clearance card in accordance with A.R.S. §41-1758 and present it to District or school prior to commencement of services. An exception to this requirement may be made as authorized in Governing Board policy.
- 7.2. E-Verification.** Contractor agrees to comply and maintain compliance with FINA, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance of federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
- 7.3. Registered Sex Offender Restriction.** Contractor agrees that no employee or agent of Contractor or a subcontractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. Contractor further agrees that a violation of this

condition shall be considered a material breach and may result in a cancellation of the Contract at District's discretion.

- 7.4 **Non-Discrimination.** Contractor shall comply with all applicable state executive orders and federal and state laws, rules and regulations that protect persons from illegal discrimination on the basis of race, color, religion, national origin, sex, disability, and age.
- 7.5 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under the Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work/services that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors.
- 7.6 **Terrorism Country Divestments.** In accordance with A.R.S. §35-392, District is prohibited from purchasing a company that is in violation of the Export Administration Act.

**8. INSURANCE AND SAFETY**

- 8.1 **Insurance.** Contractor shall procure and maintain until all of its obligations under the Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have workers compensation insurance unless except by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in the Solicitation.
- 8.2 **Insurance Coverage.** Unless other coverage's or amounts are specified in the Special Requirements of Solicitation, Contractor shall provide coverage's with limits of liability not less than the following:

Commercial General Liability – Liability arising out of activities performed by or on behalf of Contractor

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following specific language: "Mesa Unified School District #4 is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."

Automobile Liability – Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of the Contract

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following language: "Mesa Unified School District #4 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including automobiles owned, leased, hired or borrowed by Contractor."

Workers' Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident \$100,000

Disease -Each Employee \$100,000

Disease -Policy Limit \$500,000

Property Insurance

Contractors awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

**8.3. Additional Insurance Requirements.** The policies are to contain, or be endorsed to contain, the following provisions:

- Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
- Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**8.4. Safety.** Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property from damage, loss, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state and local government job safety requirements, including the Occupational Safety Health Act.

**9. LICENSES**

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

**10. PAYMENT**

- 10.1. Contractor Invoice.** Contractor shall invoice District after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Bid number of the Solicitation. Taxes shall be listed separately from the item cost. Contractor shall send invoices to District's Accounts Payable Department, 143 S. Alma School Road, Mesa, AZ 85201. All transactions are payable in U.S. currency only.
- 10.2. Contractor Payment.** District shall issue payment to Contractor after receipt of invoice. Payment terms are net thirty (30) days from receipt of Contractor's invoice.
- 10.3. IRS W-9.** Contractor shall have a current I.R.S. W-9 Form on file with District to receive payment under the Contract.
- 10.4. Correct Billing.** Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to District within the time allowed by law, in the form of a check or credit memo, as determined by District.
- 10.5. Progress Payments.** District may make progress payments under the following conditions: 1) District and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) District accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with District's local governing entity rules and any and all other applicable state rules and regulations.

## **11. PRICE AND PRODUCT CHANGES**

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

of the Contract. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process.

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

- 11.3.2 Price Decreases.** During the term of the Contract, Contractor shall offer to District an equivalent price reduction for any Contract product if Contractor publishes a price reduction for the Contract product for other customers of Contractor. District may accept a price reduction at its discretion.

## **12. RELATIONSHIP OF PARTIES**

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

## **13. RISK AND LIABILITY**

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

consideration of the Award of the Contract, Contractor agrees to waive all rights of subrogation against District for losses arising from the work performed by Contractor for District.

**13.3. Indemnification – Patent and Copyright.** To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by District of materials furnished or work performed under the Contract. District shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.

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

#### **14. SHIPPING/DELIVERY**

**14.1. Shipping Terms/Transfer of Title.** Shipments shall be F.O.B. Destination (District), Freight Prepaid and Allowed. Title and risk of loss shall not pass to District until District receives the products or materials at delivery point, unless otherwise provided in the Special Requirements of Solicitation, if any.

**14.2. Shipment Under Reservation.** Contractor shall not ship under reservation and no tender of a bill of lading shall operate as a tender of the products or materials.

**14.3. Shipping Charges.** District shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.

**14.4. Shipping Errors/Risk of Transportation.** Shipping errors will be at Contractor's expense. If Contractor ships products or materials that were not ordered, Contractor shall pay for return shipment at the convenience of District. All risk of transportation and all related charges shall be Contractor's responsibility. Contractor shall file all claims for visible or concealed damage. District will notify Contractor promptly of any damaged products and shall assist Contractor in arranging for inspection.

#### **15. TAXES**

**15.1. Payment of Taxes.** District is responsible for payment of all taxes listed on the invoice. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.

**15.2. Pre-tax Prices.** Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by District.

**15.3. Federal Excise Tax.** District is exempt from paying federal excise tax.

**15.4. Property Taxes.** District is exempt from state and county property taxes.

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

## **16. TERM OF CONTRACT AND EXTENSIONS**

- 16.1. Contract Term.** The initial term of the Contract shall be one (1) calendar year from the effective date of Contract Award, unless otherwise specified in the Special Requirements of Solicitation.
- 16.2. Contract Extension.** By mutual written agreement between District and Contractor, the Contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. District will determine whether it is in District's best interests to agree to a Contract extension. The factors used to make this determination may include, without limitation, Contractor's satisfactory performance of the Contract, the likelihood of continued satisfactory performance, including competitive prices for Contract products, materials and services, and the likelihood that District will need to purchase from the Contract. The Contract will expire unless renewed by issuance of written notice by District or a purchase order for the term of the extension.
- 16.3. Month-to-Month Extension.** District may offer month-to-month extensions if that is determined to be in the best interests of District.

## **17. WARRANTY/QUALITY GUARANTEES**

- 17.1. Fitness.** Contractor warrants that all equipment, material and services supplied to District shall fully conform to all requirements of the Contract and all representations of Contractor, and shall be fit for all purposes and uses required by the Contract.
- 17.2. Inspection.** Contractor's warranties and certifications set forth in the Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by District.
- 17.3. Quality.** Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for one (1) year after acceptance by District, the equipment, materials, and service shall be:
- Of a quality to pass without objection in the industry or trade normally associated with them;
  - Fit for the intended purposes for which they are used;

- Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the Contract;
- Adequately contained, packaged and marked as the Contract may require; and
- In conformance with the written promises or affirmations of fact made by Contractor.

**17.4. Compliance with Applicable Laws.** The equipment, materials, and services supplied under the Contract shall comply with all applicable federal, state, and local laws, and the Contract shall maintain all applicable licenses and permits.

**17.5. Warranty Requirements.** Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the specifications of the Solicitation. Unless stated otherwise, all equipment shall carry a minimum 12-month manufacturer's warranty, including parts and labor. Contractor agrees to help District reach resolution in a dispute with the manufacturer over warranty coverage. Any extended manufacturer's warranty shall be passed on to District without exception. District reserves the right to cancel the Contract if Contractor charges District for a replacement part that Contractor received at no cost under a warranty.

**17.6. No Liens.** Contractor warrants that the materials supplied under the Contract are free of liens.

**17.7. Survival of Rights and Obligations.**

- Contractor's Representations and Warranties. All representations and warranties made by Contractor under the Contract shall survive the expiration or termination of the Contract
- Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of the Contract, unless otherwise directed in writing by the District Representative.

## Special Requirements of Solicitation

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

### Submission of Offer

Secure electronic submission via ProcureNow. Each Offer shall be submitted using the ProcureNow link provided within the solicitation. See Cover Letter for the ProcureNow link and instructions on how to submit Offer.

### Electronic Notary Services

To locate an online/e-notary click here: <https://azsos.gov/business/notary/enotary>

### Volume and Other Discounts

**Volume.** District encourages the Bidder/Offeror to consider and, in its discretion, include in its Offer discounts based on the volume of purchases by the Districts and members of a purchasing cooperative from the Contract awarded by District. If a volume discount is offered, the discount shall be defined and applied as an additional discount to any other discount price specified in the Offer. Such discounts include:

- A single purchase order of District from the Contract in excess of a dollar amount.
- Subsequent purchase orders of District from the Contract after a cumulative dollar amount has been met by previous purchase orders of District.
- Subsequent purchase orders of District or any cooperative member after a cumulative dollar amount has been met by previous purchased orders of District or any cooperative member from the Contract.

**Other.** Offerors may offer any other type of discount, rebate, or special pricing that will result in reduced pricing. Such discounts include electronic access ordering, prepayment plans, deposit accounts, and approval plans for agencies legally authorized to use them.

### Contract Term

The initial term of the Contract shall be one (1) calendar year from the effective date of Contract Award. The Contract shall begin July 1, 2020.

## Evaluation Factors for Proposals

District will assess each Proposal using the evaluation criteria listed below in their relative order of importance:

- A. Abilities: to meet and satisfy the needs of the District, taking into consideration additional services, specialized services or expertise offered that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.
- B. Qualifications: to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence in providing these services to other school districts.
- C. Cost: While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
- D. Responsiveness: The responsiveness of the Proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.

# Scope of Work

## SUMMARY

Mesa Public Schools, on behalf of the S.A.V.E. consortium members, seeks to create a multi-term contract with several qualified legal firms, for a period of up to five years, to provide legal services on an “as needed” basis. It is the intent of the District to award this contract to as many vendors as necessary to supply the participating districts with sufficient legal services coverage for current and future needs. The actual usage of this contract will be at the discretion of each participating District/Public Entity.

## DISTRICT BACKGROUND

Mesa Public Schools is located in the East Valley of the Metropolitan Phoenix area. Mesa Schools is the largest school district in the State of Arizona and covers approximately 200 square miles. The District consists of 6 high schools, 9 junior high schools, 55 elementary schools and various choice and focus schools. Student enrollment is approximately 63,500. Mesa Public Schools also employs approximately 10,000 full and part time employees located in schools and various departments throughout Mesa, Chandler and Apache Junction.

## SERVICES TO BE PROVIDED

The legal services requested by the named members may include, but are not necessarily limited to, the following:

- A. Advice and representation in cooperation with the entities named herein.
- B. Investigation, legal research, drafting pleadings and legal memoranda, and formal representation of the District in administrative hearings and federal and state court.
- C. Legal advice and representation of the District in litigation on an as-required basis on any or all matters. The legal services may be in addition to, or outside of, services normally provided by the District’s in-house legal counsel or the Arizona School Risk Retention Trust, Inc., if applicable, and may include but are not limited to:
  - Bond Counsel Services
  - Construction Disputes
  - Employment Law – Federal and State
  - Employee Discipline and Termination
  - Employment Contracts
  - Personal Injury and Other Tort Liability
  - Federal Programs, including Title I and Medicaid Reimbursement
  - First Amendment and Other Civil Rights Claims
  - Governing Board Authority and Liability
  - Governing Board Policies and Procedures
  - Insurance Contracts
  - Intergovernmental Agreements
  - Intellectual Property – Copyrights

- Payroll Issues
- Procurement Law
- Public Record Laws
- Open Meeting Laws
- OSHA Compliance
- Real Estate Acquisitions/Disposals, Easements, and Leases
- Statutory and Regulatory Interpretation
- Special Education and Section 504 of the Rehabilitation Act
- Taxation – State and Local Sales, Use, and Property Tax
- Student Discipline and Expulsion
- Workers' Compensation
- Litigation for Electronic Cigarette/Vaping

D. Other required services include all clerical assistance, printing, and duplicating. District personnel will be made available, when appropriate, to provide necessary assistance, such as research of historical records or other information needed to perform comprehensive legal services for the District.

E. Regular accounting and billing for services and expenses shall be required.

F. The organization must agree not to engage in private litigation against the District without first obtaining written permission to do so from the Governing Board during the effective period of the agreement.

**QUESTIONNAIRE (Tab 2)** – Please provide the following information within your offer.

**Be sure to label your answers so they correspond with the questions listed.**

**General Information**

1. Provide a brief history of your organization, with information regarding its work with school districts.
2. Detail the area of expertise, experience, and qualifications of each lawyer member of your organization who may do legal work for the District.
3. If your firm offers to perform litigation services for the District, provide court reporter or Westlaw citations for a sample of reported decisions in which a member of your firm, who may do legal work for the District, participated.
4. Please advise if a complaint has been filed with the Arizona Bar Association against any member of your organization who may do legal work for the District. If information about the complaint is not available via the Arizona Bar Association website, please provide a brief description of the complaint and its resolution.

**Administration**

1. Provide a sample billing statement so that the District can use this as a tool in its evaluation process.
2. How will your organization use paraprofessional staff in dealing with workloads? Identify options and costs.

**LEGAL SERVICES TO BE PROVIDED (Tab 2)**

Please indicate below the areas for which your organization can provide legal services and are included in your proposal. **Your proposal should include a statement regarding your experience/expertise in each area indicated.**

Y / N	Legal Service
	Bond Counsel Services
	Construction Disputes
	Employee Discipline and Termination
	Employment Contracts
	Employment Law – Federal and State
	First Amendment and Other Civil Rights Claims
	Federal Programs, including Title I and Medicaid Reimbursement
	Governing Board Authority and Liability
	Governing Board Policies and Procedures
	Insurance Contracts
	Intellectual Property – Copyrights, Software Use Agreements
	Intergovernmental Agreements
	Open Meeting Laws
	OSHA Compliance
	Payroll Issues
	Personal Injury and Other Tort Liability
	Procurement Law
	Public Record Laws
	Real Estate Acquisitions/Disposals, Easements, and Leases
	Special Education and Section 504 of the Rehabilitation Act
	Statutory and Regulatory Interpretation

	Student Discipline and Expulsion
	Taxation - State and Local Sales, Use and Property Tax
	Litigation for Electronic Cigarette/Vaping
	Other (please describe in the space below)

Other:

**VENDOR REFERENCE LISTING (Tab 2)**

**It is the Offeror’s responsibility** to send out a reference form to each past client making sure their client completes the form and that the **client returns the form directly** to the MUSD Purchasing Department.

Other than the information in the box at the top of the page, the Vendor Reference Form (page 30) is to be completed by your past clients. Your clients will then email the form back to the Purchasing Department (lrgarrett@mpsaz.org).

To do this, fill out the top portion on the attached Vendor Reference Form. Fax, e-mail or mail the form to clients for which you have previously provided services. All clients must be different (**cannot have multiple people evaluate from the same location**). Clients shall complete the form and email it to the Mesa Unified School District directly, by the time and date indicated. The maximum number of references that will receive credit is five and the minimum number is three. Credit will be given to vendors with higher performing references and School District experience.

Has your firm sent the attached Vendor Reference Form to <i>at least</i> 3 client references?	Yes <input type="checkbox"/>	No <input type="checkbox"/>																		
Has your firm verified receipt of your submittal with each client referenced?	Yes <input type="checkbox"/>	No <input type="checkbox"/>																		
Has your firm given your clients a courtesy call to verify that they have sent the completed survey to Leane Garrett at <a href="mailto:lrgarrett@mpsaz.org">lrgarrett@mpsaz.org</a> by 2:00 PM, Local Time on Wednesday May 20, 2020?	Yes <input type="checkbox"/>	No <input type="checkbox"/>																		
<p>Please list the client references below that received the Vendor Reference Form:</p> <table border="1"> <thead> <tr> <th data-bbox="155 1262 553 1335">Company Name</th> <th data-bbox="553 1262 1032 1335">Contact Name</th> <th data-bbox="1032 1262 1573 1335">Contact Number</th> </tr> </thead> <tbody> <tr> <td data-bbox="155 1335 553 1430">1.</td> <td></td> <td></td> </tr> <tr> <td data-bbox="155 1430 553 1524">2.</td> <td></td> <td></td> </tr> <tr> <td data-bbox="155 1524 553 1619">3.</td> <td></td> <td></td> </tr> <tr> <td data-bbox="155 1619 553 1713">4.</td> <td></td> <td></td> </tr> <tr> <td data-bbox="155 1713 553 1808">5.</td> <td></td> <td></td> </tr> </tbody> </table>			Company Name	Contact Name	Contact Number	1.			2.			3.			4.			5.		
Company Name	Contact Name	Contact Number																		
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2.																				
3.																				
4.																				
5.																				



### Vendor Cost Form (Tab 3)

Please detail all costs that could be billed. If your firm is unable to give firm pricing for the entire proposed 5-year period, please indicate so in your response to this questionnaire. You MUST give firm pricing for the 2020-2021 school year in order to be considered for a contract award. Remember to include costs and expenses that require reimbursement. Billing for different levels of personnel should be very clear and detail how phone calls are billed.

Pricing should be listed for the following contract periods:

<b>Contract Term</b>	<b>Senior Attorneys</b>	<b>Junior Attorneys</b>	<b>Paralegals/Law Clerks</b>	<b>Other</b>
<b>2020-2021</b>				
<b>2021-2022</b>				
<b>2022-2023</b>				
<b>2023-2024</b>				
<b>2024-2025</b>				

Additional fees not listed above:

## **Acknowledgement and Acceptance of Terms and Conditions of the Solicitation**

*Explanatory Note: The purpose of this form is to confirm the Bidder's or Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested and have been approved prior to submission of the Offer.*

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

### **Addendum Acknowledgement:**

**I/We have received and consider addenda through Addendum #\_\_\_\_\_.**

**Would you be willing to allow other members of the S.A.V.E. purchasing consortium to piggy-back and purchase from the contract if awarded through this RFP?**

**Yes**

**No**

*\*Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of the SAVE, to offer other districts the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.*

Signature of Bidder or Offeror: \_\_\_\_\_

Printed Name of Bidder or Offeror: \_\_\_\_\_

Date: \_\_\_\_\_



## Bid Requirements & Timeline

### Bid Requirements

Proposals must be submitted electronically via ProcureNow. See Cover Letter for instructions on how to submit Offer electronically using the secure ProcureNow link provided. The Mesa Unified School District No. 4 will not assume responsibility for any costs related to the preparation or submission of the bid. In order for your bid to be considered, the following should be included and should be referenced with **sectioned tabs**:

Tab 1: Overall Value of the Proposal (Ability Criteria)

Tab 2: Experience and Expertise including Questionnaire and Reference Listing (Qualifications Criteria)

Tab 3: Vendor Cost Form / Fee Schedule (Cost Criteria)

Tab 4: Required Documents

1. Acknowledgement and Acceptance of Terms and Conditions of Solicitation (page 40)
2. Request for Confidentiality of Proprietary Information, if needed (page 41)
3. Offer and Acceptance Form (page 43)
4. Non-collusion Affidavit (page 44)
5. W-9 Form
6. Certificate of Insurance
7. A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the proposal are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.
8. The form of contract for any award made as a result of this proposal will be a district purchase order (issued annually), referencing this proposal, which shall be considered a part of the contract. The amount will be based upon the fees shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposal contract must be included with the proposal.

### Solicitation Timeline

Notice of RFP Issued	April 29, 2020
Vendor Questions Due No Later Than	May 6, 2020 @ 10:00 AM, Local Time
Vendor References Due from Clients	May 20, 2020 @ 2:00 PM, Local Time
Proposal Due Date	May 21, 2020 @ 2:00 PM, Local Time
Evaluation of Proposals	*May 22, 2020 – May 29, 2020
Final Approval by Governing Board	*June 9, 2020

\*Dates subject to change

**OFFER AND ACCEPTANCE FORM**

This Offer and Acceptance form must be submitted with a signature by the representative authorized to sign the Offer on behalf of the Offeror. The representative must initial any erasures, interlineations or other modifications in the Offer. Failure to sign this Offer and Acceptance form, or to initial any erasures, interlineations or other modifications as indicated, may result in rejection of the Offer.

To Mesa Unified School District No. 4:

The Offeror, by its undersigned representative, hereby submits its Offer to Solicitation No. 21-03MP, certifies its understanding and compliance with the requirements in the Solicitation, and agrees to furnish materials and services in compliance with all terms, conditions, and specifications of the Solicitation, subject only to any written exceptions stated in the Offer and accepted by the District.

In accordance with Federal requirements the offeror certified the following:  
Disclose of Lobbying Activities, Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352  
Certification regarding Lobbying, Pursuant to 31 USC 1352  
Debarment, Suspension, Ineligibility and Voluntary Exclusion

Signature of Representative of Offeror: \_\_\_\_\_

Printed Name of Representative: \_\_\_\_\_

Mail Address \_\_\_\_\_

Fed ID No. \_\_\_\_\_ AZ Transaction Privilege (Sales) Tax License No. \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email \_\_\_\_\_

Company Website \_\_\_\_\_

**Acceptance of Offer and Award of Contract**

**The Offer is hereby accepted. Contractor is now bound to sell the materials and/or services offered to and accepted by District in accordance with Solicitation No. 21-03MP, including all terms, conditions, specifications, and addenda. Contractor must not commence any billable work or provide any materials or services under this Contract unless and until Contractor receives a Purchase Order issued by the District.**

**This Contract shall be referred to as Contract Number: 21-03MP.**

**Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

**Mesa Unified School District No. 4**

**By: \_\_\_\_\_**  
(Mesa Public Schools Representative)



## Vendor Checklist

This checklist is provided as a courtesy for you to be sure your offer includes the following contents.

- \_\_\_\_\_ Table of Contents
- \_\_\_\_\_ Tab 1 – Overall Value of the Proposal, Statement of Intent and Understanding
- \_\_\_\_\_ Tab 2 - Qualifications, Experience and Expertise, including Questionnaire and Reference Listing Form
- \_\_\_\_\_ Tab 3 – Vendor Cost Form
- \_\_\_\_\_ Tab 4 – Required Forms - completed and signed