REQUEST FOR PROPOSAL

Date: April 15, 2014
RFP No. 15-06MP
Material and/or Service: Pom and Cheer Camp Providers
RFP Due Date: April 30, 2014 Time: 2:00 p.m., Local Time
Opening Location: Mesa Unified School District No. 4
549 N Stapley Dr, Bldg 1
Mesa, AZ  85203

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, Proposals 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. Proposals received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. If you need directions to our office, please call (480) 472-0147.

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

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

This proposal is being done by the Mesa Unified School District No. 4 as a member of the Strategic Alliance for Volume Expenditures (SAVE). While this proposal is for the Mesa Unified School District No. 4, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements for school districts. Other public entities have similar authorizations Members of “SAVE”, a group of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible School Districts/public entities, recognizing potential equipment, logistical and capacity limitations by vendor may limit “piggybacking” of this award. Individual public entities would negotiate service with successful vendors using the proposal pricing quoted herein. No volume is implied or guaranteed.

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

Questions regarding this Request for Proposal should be directed to:

Wendy Wallace, Procurement Specialist Supervisor
Email: Whwallac@mpsaz.org
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.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Estimated Expenditure</th>
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<tr>
<td>Apache Junction Unified School D#43</td>
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<td>Wickenburg Unified School District #9</td>
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</table>

On the following pages is a list of current member in the Consortium 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.
The following agencies have signed the Cooperative Purchasing Agreement with the SAVE association as of December 19, 2012.

### Municipalities
- City of Apache Junction
- City of Avondale
- City of Bullhead City
- City of Casa Grande
- City of Chandler
- City of Cottonwood
- City of Douglas
- City of Eloy
- City of Flagstaff
- City of Glendale
- City of Goodyear
- City of Maricopa
- City of Mesa
- City of Page
- City of Peoria
- City of Phoenix
- City of Prescott
- City of Safford
- City of Scottsdale
- City of Sierra Vista
- City of Somerton
- City of Surprise
- City of Tolleson
- City of Tempe
- City of Tucson
- City of Wilcox
- City of Winslow

### Counties
- Apache County
- Cochise County
- Coconino County
- Gila County
- Graham County
- La Paz County
- Maricopa County
- Mohave County
- Navajo County
- Pima County

### Counties (Continued)
- Pinal County
- Santa Cruz County
- Yavapai County
- Yuma County

### Higher Education
- Arizona State University
- Arizona Western College
- Central Arizona College
- Central Arizona Valley Institute of Technology (CAVIT)
- Cochise County Community College District

### Misc Agencies
- Central Arizona Water Conservation District (CAWCD)
- Central Yavapai Fire District
- Drexel Heights Fire Department
- Fire District of Sun City West
- 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
- Pima County Joint Technology District #11 (JTED)
Pom and Cheer Camp Providers

Coconino County Community College District
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 Community College
Pima Prevention Partnership dba Pima Partnership Academy, Pima Partnership High School & Phoenix Collegiate High School
University of Arizona
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

Pima County School Reserve Fund
Shonto Preparatory Schools
Superstition Mt Community Facilities District
Sun City West 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
### School Districts (Continued)
- **Casa Blanca Middle School**
  - dba Vah Ki Middle School
- **Casa Grande Elementary School District**
- **Casa Grande Union High School District**
- **Catalina Foothills Unified School District #16**
- **Cave Creek Unified School District #93**
- **Cedar Unified School District #25**
- **Chandler Unified School District #80**
- **Chino Valley Unified School District #51**
- **Clarkdale-Jerome School District #3**
- **Concoino County Regional Accrediting District #99**
- **Colorado River Union High School District**
- **Continental Elementary School District #39**
- **Coolidge Unified School District #21**
- **Cottonwood-Oak Creek School District #6**
- **Crane Elementary School District #13**
- **Creighton School District #14**
- **Deer Valley Unified School District #97**
- **Double Adobe Elementary School District #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 District #8**
- **Fort Huachuca Accommodation School District**
- **Fort Thomas Unified School District #7**
- **Fountain Hills Unified School District #98**
- **Fowler Elementary School District #45**
- **Gadsden Elementary School District #32**
- **Ganado Unified School District #20**
- **Gila Bend Unified Schools**
- **Gilbert USD #41 Gilbert Public Schools**
- **Glendale Elementary School District #40**
- **Glenda Union High School District**
- **Globe Unified School District #1**
- **Grand Canyon Unified School District #4**
- **Hackberry Elementary School District #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 School District #40**
- **Isaac Elementary School District #5**
- **JO Combs Elementary School District #44**
- **Joseph City Unified School District #2**

### School Districts (Continued)
- **Kayenta Unified School District #27**
- **Kingman Unified School District #20**
- **Kyrene Elementary School District #28**
- **Lake Havasu Unified School District #1**
- **Laveen Elementary School District #59**
- **Liberty Elementary School District #25**
- **Litchfield Elementary School District #79**
- **Littlefield Unified School District #9**
- **Littleton Elementary School District #65**
- **Madison Elementary School District #38**
- **Mammoth-San Manuel Unified School District #8**
- **Marana Unified School District #6**
- **Maricopa Regional School District #509**
- **Maricopa Unified School District**
- **Mayer Unified School District #43**
- **Mesa Unified School District #4**
- **Mobile Elementary School District #86**
- **Mohave Valley Elementary School District #16**
- **Mohawk Valley Elementary School District #17**
- **Morenci Unified School District #18**
- **Murphy Elementary School District #21**
- **Naco Unified School District #9**
- **Nadaburg Elementary School District #81**
- **Nogales Elementary School District #1**
- **Osborn Elementary School District #8**
- **Page Unified School District #8**
- **Palo Verde Elementary School District #49**
- **Paradise Valley Unified School District #69**
- **Parker Unified School District #27**
- **Patagonia Elementary School District #6**
- **Patagonia Union High School District #92**
- **Payson Unified School District #10**
- **Peach Springs Unified School District #8**
- **Pendleton School District #92**
- **Peoria Unified School District #11**
- **Phoenix Elementary School District #1**
- **Phoenix Union High School District #210**
- **Picacho Elementary School District #33**
- **Pima Unified School District #6**
- **Pine Strawberry Elementary School District #12**
- **Pinon Unified School District #4**
- **Prescott Unified School District #1**
- **Quartzsite Elementary School District #4**
- **Queen Creek Unified School District #95**
- **Red Mesa Unified School District**
- **Riverside Elementary School District #2**
- **Roosevelt Elementary School District #66**
- **Round Valley Unified School District #10**

### School Districts (Continued)
- **Sacaton Elementary School District #18**
- **Saddle Mountain Unified School District #90**
- **Safford Unified School District #1**
- **Sahuarita Unified School District #30**
- **San Carlos Unified School District #20**
- **Sanders Unified School District #18**
- **Santa Cruz Valley Unified School District #35**
- **Santa Cruz Valley Unified High School District #840**
- **Scottsdale Unified School District #48**
- **Sedona-Oak Creek Unified School District #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: http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp.
UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms
   As used in these instructions, the terms listed below are defined as follows:

   A. “Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.

   B. “Contract” means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

   C. Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

   D. “Contractor” means any person who has a contract with the School District/public entity.

   E. “Days” means calendar days unless otherwise specified.

   F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

   G. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

   H. “Offer” means bid, proposal or quotation.

   I. “Offeror” means a vendor who responds to a Solicitation.

   J. “Procurement Officer” means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

   K. “Responsible Offeror” means the offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.

   L. “Procurement Officer” means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

   M. “Solicitation” means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).

   N. “Solicitation Amendment (or Addendum)” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

   O. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

   P. “School District/Public Entity” means the School District/public entity that executes the contract.
2. Inquiries

A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.

B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.

D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.

E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.

F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.

G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

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

3. Offer Preparation

A. Forms: No Facsimile or Electronic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, electronic or mailgram offer shall be rejected.

B. Typed or Ink: Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
C. **Evidence of Intent to be Bound.** The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.

D. **Exceptions to Terms and Conditions.** All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror’s preprinted or standard terms will not be considered as a part of any resulting Contract.

1. **Request for Proposals:** All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

E. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

F. **Cost of Offer Preparation.** The District will not reimburse any Offeror the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda.** Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.

H. **Federal Excise Tax.** School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

I. **Provision of Tax Identification Numbers.** Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal 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.

J. **Identification of Taxes in Offer.** School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District/public entity will conclude that the price(s) offered includes all applicable taxes.

K. **Disclosure.** If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Statement of Scope of Work;
5. Specifications;
6. Attachments;
7. Exhibits;
8. Special Instructions to Offerors; and
9. Uniform Instructions to Offerors

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer

A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the outer most envelope or package.

B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/public entity shall make a determination on whether the stamped information is confidential pursuant to the School District/public entity’s Procurement Code.

D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form and notarizing the Non-collusion affidavit, or other official contract form, the offeror certifies that:

1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

5. Additional Proposal Information

A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
B. **Taxes.** All applicable taxes in the Offer will be considered by the School District/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

C. **Late Offers.** An offer submitted after the exact Offer due date and exact time shall be rejected.

D. **Disqualification.** The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Offer Acceptance Period.** An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.

F. **Payment.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. **Waiver and Rejection Rights.** Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
   1. Waive any minor informality;
   2. Reject any and all offers or portions thereof; or
   3. Cancel a solicitation.

6. **Award**

A. **Number or Types of Awards.** Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/public entity’s interest, “all or none” Offers shall be rejected.

B. **Contract Inception.** An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by an Authorized District Representative’s signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

C. **Effective Date.** The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

D. **Final acceptance.** For each participating School District will be contingent upon the approval of their Governing Board, if applicable.
7. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Michelle Hamilton, Director of Purchasing. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

A. The name, addresses, and telephone number of the protester;

B. The signature of the protestor or its representative;

C. Identification of the purchasing agency and the Solicitation or Contract number;

D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

E. The form of relief requested.
UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

A. **Arizona Law.** The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

B. **Implied Contract Terms.** Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

D. **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

E. **No Parol Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

F. **No Waiver.** Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

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

B. **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any Subcontractor’s books and records shall be subject to audit by the School District/public entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

D. **Inspection and Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor’s processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor’s facilities nor testing shall constitute final acceptance of the materials. If the School District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.
E. **Notices.** Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

F. **Advertising and Promotion of Contract.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

G. **Property of the School District/Public Entity.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

3. **Costs and Payments**

A. **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/public entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.

B. **Applicable Taxes.**

1. **Payment of Taxes by the School District/Public Entity.** The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract/Purchase Order.

2. **State and Local Transaction Privilege Taxes.** The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

3. **Tax Indemnification.** Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

4. **IRS W-9.** In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.

C. **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/public entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/public entity will make reasonable efforts to secure such funds.
4. Contract Changes

A. **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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

5. Risk and Liability

A. **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. **General Indemnification.** Any contract entered by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Mesa Unified School District #4 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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 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 the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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 this contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the District."
C. **Indemnification - Patent and Copyright.** To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure.**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; interventions-intervention acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. **Third Party Antitrust Violations.** The Contractor assigns to the School District/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.
6. **Warranties**

A. **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/public entity of the materials or services, they shall be:

1. of a quality to pass without objection in the trade under the Contract description;
2. fit for the intended purposes for which the materials or services are used;
3. within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
4. adequately contained, packaged and marked as the Contract may require; and
5. conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness.** The Contractor warrants that any material or service supplied to the School District/public entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing.** The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District/public entity.

E. **Exclusions.** Except as otherwise set forth in this Contract, there are no express or implied warranties or merchantability or fitness.

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

G. **Survival of Rights and Obligations after Contract Expiration or Termination.**

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

   A. **Right to Assurance.** If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/public entity’s option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

   B. **Stop Work Order.**
   1. The School District/public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
   2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

   C. **Non-exclusive Remedies.** The rights and the remedies of the School District/public entity under this Contract are not exclusive.

   D. **Nonconforming Tender.** Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

   E. **Right to Offset.** The School District/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/public entity or damages assessed by the School District/public entity concerning the Contractor’s nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. **Contract Termination**

   A. **Cancellation for Conflict of Interest.** Per A.R.S. 38-511 the School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
B. **Gratuities.** The School District/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

C. **Suspension or Debarment.** The School District/public entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. **Termination for Convenience.** The School District/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. **Termination for Default.**

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity.

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

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

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

10. **Cooperative Purchasing**

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements for school districts. Strategic Alliance for Volume Expenditures (SAVE) is a group of schools/public entities who have signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by a selected eligible School District for the benefit of all eligible School Districts/public entities.

A. An eligible School District/public entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other vendor for the same or similar products, materials, and/or services.

B. The eligible School District/public entity shall:

1. Insure that Purchase Orders issued against eligible Consortium Contracts are in accordance with terms and prices established in the Consortium Contract.

2. Make timely payment to the Consortium Contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible School District shall be the exclusive obligation of the School District.

3. Be responsible for the ordering of materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible School District/public entity, and the eligible School District/public entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible School District.

4. The exercise of any rights or remedies by the eligible School District/public entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

11. **Offshore Performance**

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

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

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

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

13. Terrorism Country Divestments

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

14. Scrutinized Business Operations

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

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

15. Fingerprint Clearance Cards

In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with Governing Board Policies of Mesa Public Schools.

16. Registered Sex Offender Notification Restriction

Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District’s premises at any time without written approval of the District Representative.

Any breach of Contractor’s or any subcontractor’s warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.
Contractor shall advise each subcontractor of the District’s rights and the subcontractor’s obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

17. Clarifications/Discussions
Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bid. It is achieved by explanation or substantiation, either in response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Offer, except to the extent that correction of apparent clerical mistakes results in a revision.

18. Confidential Information
Confidential information request: If Offeror believes that its Bid contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

19. Prohibition of Reprisals
Mesa Public Schools is committed to complying with Federal requirements related to whistleblower protections.

To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

A. gross mismanagement of a contract or grant;
B. a gross waste of public funds;
C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
D. an abuse of authority related to the implementation or use of public funds; or
E. a violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.
SPECIAL TERMS AND CONDITIONS

1. Insurance and Safety

A. Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this IFB. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - 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 additional insured 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 the Contractor".

2. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Combined Single Limit (CSL) $1,000,000

   The policy shall be endorsed to include the following additional insured 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 the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability
   - Workers' Compensation Statutory
   - Employers' Liability
     - Each Accident $100,000
     - Disease - Each Employee $100,000
     - Disease - Policy Limit $500,000

4. Property Insurance
   Contractor's 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.

   A. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

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

B. Safety

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

2. Evaluation

Representatives of the District will evaluate the proposals and determine which proposals are acceptable and which are unacceptable for further consideration. If multiple proposals are determined to be acceptable for further consideration, the District reserves the option to call for and enter into discussions (interviews) with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

The evaluation criteria are listed below in relative order of importance.

District’s assessment of the offerors:

A. **Program Content/Services Offered** – 40 pts – Pom and Cheer camps typically include workshops on areas such as goal setting, problem solving, leadership training, unity building, ethics, squad communication, techniques, stunts, and any other pom and cheer related activities.

B. **Experience, Expertise of Offeror, References** - 30 pts – The overall experience of firm in being able to demonstrate a level of competence in providing similar services to clients comparable to the Mesa Unified School District. Success of firm in performing services in school related environments shall be considered. Past performance and Information obtained by the District from offeror’s references or other clients.

C. **Cost** – 15 pts – The overall cost of camp facilities and related services shall be considered. 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** – 15 pts - of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP

3. Terms of Award

It is the intent of the District to award a term contract for a period of one year beginning on July 1, 2014 and continue until June 30, 2015. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to four additional one-year contracts or any portion thereof. However, no contract exists unless and until a purchase order is issued each fiscal year.

The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.
4. **Contract Award**

A contract under this proposal will be awarded to multiple vendors. It is expected that multiple firms will be awarded as there are a number of districts/entities using this RFP. There is a need for availability of representation across multiple locations when an issue arises, and because of possible conflicts of interests with any given issue.

It is expected that the award for this contract will be made in 60 days. However, no commitment is made to this award date.

5. **Billing**

All billing notices must be sent to each district's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Mesa Unified School District No. 4 will refer to the proposal number of this solicitation.

6. **Price Clause**

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal.

After initial contract term and prior to any contract renewal, the Mesa Unified School District No. 4 will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the Mesa Unified School District No 4.

8. **Fingerprinting Requirements**

The District anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information or submit to fingerprint procedures defined by the District. Failure to supply the requested information or if the District suspects or finds the Contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.
9. **Procurement Card**

Although Mesa Public Schools currently does not use a procurement card, certain Districts with the SAVE may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking Vendors to offer a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing. This program is only available to Vendors that are not 1099 reportable to the Internal Revenue Service. Any costs or charges to the Vendor will be based on the transaction dollar amount and is from the Vendor’s servicing bank. The Vendor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the Procurement Card for payment are as follows:

A. The Bank pays the vendor in 48 to 72 hours versus 30 days.

B. The Vendor does not have to carry that transaction in their account receivable.
Scope of Work

The District is seeking proposals from companies who offer various types of Pom and Cheer Camp Services. The intent is to provide our schools and other participating school districts with a number of camps from which to choose.

**Pom and Cheer camps typically include workshops on areas such as goal setting, problem solving, leadership training, unity building, ethics, squad communication, techniques, stunts, and any other pom and cheer related activities.**

The District prefers finding Pom and Cheer Camps that are held at locations within the state of Arizona or the Western United States. Be advised that the **District is not interested in becoming a host site.**

In offering a proposal, vendors are encouraged to provide as much detail as possible. This should include, but not be limited to information about geographic location and climate conditions, equipment available, indoor/outdoor facilities, rehearsal accommodations, lodging, meals and anything else that your company offers.

This proposal may be awarded to multiple vendors. Each school will determine which camp will best fit their needs. Program content, company reputation, location, cost, amenities and dates will be some of the factors influencing decisions.

Questions regarding this proposal should be directed to Wendy Wallace, Procurement Specialist at whwallac@mpsaz.org.

*Include in your response the following information as well as anything else your company offers*

**Program Content / Services Offered (Tab 4)**
- Provide a list of the workshops/activities you offer
- Provide a brief description of each including length
- Provide the learned objective of each activity
- Where are the trainings held?
- Describe the accommodations/amenities if training is held off-site
- Is transportation provided?
- Describe the trainer / student ratio
- Provide the minimum / maximum group size
- Is training combined with other students from different schools or is it strictly limited to one school only?
- Include any brochures, if available

**Experience (Tab 5)**
- Reference form sent to at least three clients for which you have previously provided services
- How long has your organization been in business?
- Provide the trainers level of experience, special training, certifications.
- Do you perform background checks on your employees?

**Cost (Tab 6)**
- Detail all proposed fees, and include any package pricing, if available.
- Detail any additional fees that may be charges, such as cancellation fees, etc…
- Are there any required materials needed? Cost?
- Are there any optional materials available? Cost?
VENDOR REFERENCE LISTING
Tab 5

It is the vendor’s responsibility to send out a Vendor Reference Form to each client making sure the client completes the bottom portion of the form and returning it **directly** to the Mesa Unified School District Purchasing Department.

**The vendor reference form is to be completed by your clients. Your clients will then fax the form back to the Purchasing Department at 480-472-0144.**

To do this, the company requesting references will fill out the top portion of the Vendor Reference Form (**To, Name of your company, Company being surveyed, and Phone**)

Fax, e-mail or mail the form to clients for which you have previously provided services. All clients must be different (can’t have multiple people evaluate the same location). Clients shall complete the form and fax it to the Mesa Unified School District directly by the time and date indicated. The maximum number of references that will receive credit is three and the minimum number is one. Credit will be given to vendors with more high performing references and School District experience.

**The company requesting references will complete the portion below and return to Mesa Public Schools Purchasing Department with your proposal.**

| Has your firm sent the attached Vendor Reference Form to at least 3 client references? | Yes □ | No □ |
| Has your firm verified receipt of your submittal with each client referenced? | Yes □ | No □ |
| Has your firm given your clients a courtesy call to verify that they have sent the completed survey to the fax number provided on the form (480-472-0144) by the due date of **April 29, 2014**? | Yes □ | No □ |

Please list the client references below that received the Vendor Reference Form: (**Company Name, Contact Name, Contact Number**)

1) 
2) 
3) 
4) 
5)
VENDOR REFERENCE FORM

Vendor requesting references will complete the information in the box below and send to a past client.

To the attention of:

Name of client's company:

Phone:

Company requesting survey: __________________________________________

Subject: RFP # 15-06MP Pom and Cheer Camp Providers

To Whom It May Concern:

Mesa Unified School District has implemented a process that collects past information on vendors. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above firms.

The company listed above has chosen to participate in this program. They have listed you as a past client that they have provided services for. Both the company and Mesa Unified School District would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying form.

Please evaluate the Performance of the vendor (10 means you are Always satisfied and have no question about hiring them again, 5 means you are Sometimes satisfied, and 1 means you are very Dissatisfied and would never hire them again because of very poor performance). If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

(Below portion will be completed by the past client and returned to Mesa Unified School District)

<table>
<thead>
<tr>
<th>NO.</th>
<th>Criteria</th>
<th>Unit</th>
<th>Score</th>
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<tbody>
<tr>
<td>1</td>
<td>Quality of Service</td>
<td></td>
<td>(1-10)</td>
</tr>
<tr>
<td>2</td>
<td>Ability to grasp and understand the needs of the District</td>
<td></td>
<td>(1-10)</td>
</tr>
<tr>
<td>3</td>
<td>Communication with District</td>
<td></td>
<td>(1-10)</td>
</tr>
<tr>
<td>4</td>
<td>Overall customer satisfaction based on performance</td>
<td></td>
<td>(1-10)</td>
</tr>
<tr>
<td></td>
<td>(comfort level in using vendor again)</td>
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</tbody>
</table>

TOTAL POINTS _________________

Thank you for your time and effort in assisting the vendor in this important endeavor. Please fax or email this questionnaire to Mesa Unified School District at (480) 472-0144 fax or whwallac@mpsaz.org by 2:00 p.m., April 29, 2014.

Signature __________________________ Date __________________________ Title __________________________

Printed Name __________________________ Company completing survey __________________________
Proposal Requirements

Three (3) copies of your proposal, (1 original and (2) copies, must be submitted. Bids shall be submitted in 3-ring binders only. Please do not spiral bind or comb bind bid packages. The Mesa Unified School District No. 4 will not assume responsibility for any costs related to the preparation or submission of the proposal.

In order for your proposal to be considered, the following should be included and should be referenced with index tabs:

Tab 1  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.

Tab 2  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.

Tab 3  Cost Form (page 31)
Offer and Acceptance Form (page 32)
Non-collusion Affidavit (page 33)

Tab 4  Program Content / Services Offered Information

Tab 5  Experience including list of Vendor reference listing (page 28)

Tab 6  Cost / Fee Structure
I/We, the undersigned, propose to provide the service necessary for the scope of work and specifications. 
(Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the District's rules, regulations and policies.

Addendum Acknowledgement: I/We have received and consider addenda through Addendum #________

Certain members of the SAVE may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking Vendors to offer a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing.

Will you allow payment of invoices using the Procurement Card?   _____ Yes   _____ No

Discount offered for payment within 72 hours using the Procurement Card?   _____________________

Would you be willing to allow other members of the “SAVE” 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.

Name of Company Proposing

Date Signed

Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with Company

Mailing Address

City

State

Zip
OFFER AND ACCEPTANCE
Tab 3

CERTIFICATION

By signature in the Offer section below, the offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §§ 41-4401 and A.R.S., §§ 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. §§ 35-392, the offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. §§15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.

Arizona Transaction (Sales) Privilege Tax License Number:

__________________________

For clarification of this offer, contact:

Name: _______________________

Federal Employer Identification Number

__________________________

Phone: _______________________

Tax Rate: ____________________%

Fax: _________________________

Company Name _______________________

E-Mail: _______________________

Address _______________________

Signature of Person Authorized to Sign Offer _______________________

Printed Name _______________________

City ___________________________ State __________ Zip ________

Title _______________________

__________________________

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor’s Offer as accepted by the School District.

This contract shall henceforth be referred to as Contract No. 15-06MP.

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

Awarded this _______ day of 20 ____________________

AUTHORIZED SIGNATURE
NON-COLLUSION AFFIDAVIT
Tab 3

State of _______________ ) ss.
County of _______________ )

_________________________________________________________, affiant,
(Print Name of Person Authorized to Sign Offer)

the ________________________________________________
(Title)

__________________________________________________________
(Company Name)

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

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

____________________________
(Signature of Person Authorized to Sign Offer)

____________________________
(Title)

Subscribed and sworn to before me

this _______ day of ____________________, 20________

__________________________________________________________
Signature of Notary Public in and for the
State of ________________
County of ________________
<table>
<thead>
<tr>
<th><strong>Submitted by:</strong></th>
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<td></td>
</tr>
<tr>
<td><strong>City, State, Zip:</strong></td>
<td></td>
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</tbody>
</table>

RFP # 15-06MP
Pom and Cheer Camp Providers
Due Date: April 30, 2014 at 2:00 p.m.

Mesa Unified School District #4
Attn: Purchasing/ Wendy Wallace
549 N Stapley Dr, Bldg 1
Mesa, AZ  85203