

NOTICE OF REQUEST FOR PROPOSALS



Request for Proposal (RFP) Number: 26-001-30

Material and Service: Audit Services

RFP Issuance Date: April 16, 2025

RFP Due Date: May 08, 2025 **Time: 2:00 pm local time**

RFP Opening Location: Vail Unified School District No. 20
Calvin Baker Leadership Center, Purchasing Office
13801 E Benson Highway, Ste B.
Vail, Arizona 85641

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.C.C.) put into effect by the State Board of Education pursuant to A.R.S. § 15-213, proposals for the materials or services specified will be received by the **Vail Unified School District No. 20** at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and only the name of each Offeror shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office, please call (520) 879-2000.**

It is the intent of the District to award a term contract for a period of one (1) year, with the option to be renewed for up to four (4) additional one (1) year contracts, or any portion thereof.

Proposals shall be in the actual possession of the District, at the location indicated above, on or prior to the exact time and date indicated above. The official time will be determined by the clock designated by the school district. **Late proposals shall not be considered.**

Proposals, **one (1) original and five (5) copies**, must be submitted in a sealed envelope/box with the **RFP number and Offeror's name and address clearly indicated on the package; use the proposal shipping label provided on the last page of this RFP document.** Within the sealed envelope/box **the offer also must contain the cost proposal in as sealed separate envelope, as well as one (1) electronic copy of the proposal on a USB/flash drive.** The electronic copy must contain the **complete proposal including the cost proposal information.** Emailed or faxed proposals will not be accepted. All Proposals must be legible and completed in ink or typewritten.

Additional instructions for preparing the proposal are provided herein.

Offerors are strongly encouraged to carefully read the entire Request for Proposal. Questions regarding this Request for Proposal should be directed in writing to:

Tori Gamble, Purchasing Supervisor
Email: gamblet@vailschooldistrict.org

The due date for questions is: May 01, 2025 at 10:00 a.m. Arizona Local Time. All responses will be in writing in the form of Addendum(s). Verbal inquiries will not be answered.

Table of Contents

CALENDAR OF EVENTS	3
DOCUMENTS REFERENCED	3
UNIFORM INSTRUCTIONS TO OFFERORS	4
UNIFORM GENERAL TERMS AND CONDITIONS	9
SPECIAL INSTRUCTIONS TO OFFERORS	16
SPECIAL TERMS AND CONDITIONS	18
SCOPE OF WORK.....	27
SUBMITTAL REQUIREMENTS.....	36
PROPOSAL FORMAT	37
REFERENCES	38
DEVIATIONS AND EXCEPTIONS	39
CONFIDENTIAL/PROPRIETARY SUBMITTALS.....	40
OFFER AND ACCEPTANCE	41
NON-COLLUSION AFFIDAVIT	42
CONFLICT OF INTEREST	43
STATEMENT OF NO BID	44
PROPOSAL SHIIPPING LABEL	45

Attachments:

- ATTACHMENT A – FEDERAL COMPLIANCE ACKNOWLEDGMENT
- ATTACHMENT B – SAMPLE SCHOOL DISTRICT AUDIT SERVICES AND USFR COMPLIANCE
QUESTIONNAIRE CONTRACT
- ATTACHMENT C – PROPOSAL PRICE SHEET
- ATTACHMENT D – FINANCIAL DISCLOSURE QUESTIONNAIRE
- ATTACHMENT E - PERFORMANCE EVALUATION SURVEY
- IRS W9 FORM
- VENDOR APPLICATION

CALENDAR OF EVENTS

The Calendar of Events is an integral part of the Proposal Requirements and Contract Documents. All times refer to Local Time. The calendar of events is subject to change.

Event	Date and Time
Issue Solicitation	April 16, 2025
Pre-bid Conference	N/A
Last Day for Questions	May 01, 2025 at 10:00 a.m. Local AZ Time
Proposals Due	May 08, 2025 at 2:00 p.m. Local AZ Time
Proposal Evaluations	(anticipated) May 12, 2025 – June 12 , 2025
Recommendation to Governing Board	(anticipated) June 24, 2025

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.gov/arstitle>
- The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: https://apps.azsos.gov/public_services/Title_07/7-02.pdf
- I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations is available at: <https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

- 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 of 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. **“Days”** means calendar days unless otherwise specified.
- E. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- F. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- G. **“Offeror”** means a vendor who responds to a Solicitation.
- H. **“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.
- I. **“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.
- J. **“Responsive Offeror”** means the offeror who submits a bid that conforms in all material respects to this Invitation for Bid, Instruction to offeror and the Plans and Specifications which are incorporated herein by this reference.
- K. **“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.
- L. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** The Procurement Officer, or the person identified in the Solicitation as the contact for inquiries, requires that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, should be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries shall require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph.
- D. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal 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 inquiries.
- F. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.

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

3. Proposal Preparations

- A. Sealed Envelope or Package.** Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Typed or Ink; Corrections.** The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under A.A.C. R7-2-1030.
- C. Evidence of Intent to be Bound.** Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions.** All exceptions included with the Proposal shall be submitted on the Deviations and Exceptions page 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. All exceptions that are contained in the Offer may negatively affect the proposal 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 Proposal.
- 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, the person signing the Proposal shall acknowledge each Solicitation Amendment or Addendum. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Proposal.
- H. Solicitation Order of Precedence.** In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Amendments;
 2. Special Terms and Conditions;
 3. Uniform Terms and Conditions;
 4. Statement or Scope of Work/Specifications
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Offerors; and
 8. Uniform Instructions to Offerors
- I. 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 Proposal

- A. Sealed Envelope or Package.** Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Electronic Submission.** If determined by the District that electronic submission of proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is

mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.

- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designed in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under A.A.C. R7-2-1044.
- D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District/Public Entity. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District/Public Entity. If an Offeror believes that information in its Proposal should remain confidential, it shall stamp as confidential that information and submit a statement with its Proposal detailing the reasons that information should not be disclosed. The School District/Public Entity shall make a determination on whether the stamped information is confidential pursuant to the School District/Public Entity's Procurement Code.
- E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
 - a. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quotes have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
 - b. 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; and
 - c. By submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
 - d. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - e. By submission of this proposal, that Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

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. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining the lowest bidder.
- C. Late Proposals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

- E. Offer Acceptance Period. In order to allow for an adequate evaluation, the District requires an offer in response to this solicitation to be valid and irrevocable for 90 days after the opening time and date to allow the District sufficient time to evaluate the responses.
- 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. Billing. All billing notices shall be sent to the District's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Invoices must break down the costs for each service/part. Payment will be made only after submission of proper invoices as required by the District and within applicable State law and satisfactory acceptance of the services. Payment of any claim shall not preclude the District from making a claim for adjustment on any services found not to have been in accordance with the general conditions.
- Invoices can be emailed to accountspayable@vailschooldistrict.org, or mailed to:
- Vail Unified School District No. 20
Attn: Accounts Payable
13801 E Benson Highway, Ste B.
Vail, AZ 85641
- H. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/Public Entity reserves the right to:
- Waive any minor informality;
 - Reject any and all Proposals or portions thereof; or
 - 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" Proposals shall be rejected.
- B. Contract Commencement. A Proposal 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 District/Public Entity accepts the Proposal in writing with an authorized signature on the Offer and Acceptance Form and issues a Purchase Order. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final Acceptance. The final acceptance will be contingent upon the approval of the Governing Board.

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, John Carruth, Superintendent. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest.

- A. The interested party shall supply promptly any other information requested by the District representative.
- Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
 - In cases other than those covered in section C of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
- B. A protest shall include:

- a. The name, addresses, and telephone number of the interested party
 - b. The signature of the interested party or the interested party's 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.
- C. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

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 or 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 Parole 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. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.
- E. Notices. The School District/Public Entity shall make notices to the Contractor required by this Contract to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. The Contractor shall make notices to the School District/Public Entity required by the Contract 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. 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. § 35-342 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**
 - a.** 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 Proposal and in any resulting Contract.
 - b.** 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.
 - c.** 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, 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.
 - d.** IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.
- C. Federal Excise Tax.** 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 Proposal, the School District/Public Entity will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- D. Provision of Tax Identification Numbers.** Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- E. 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 Proposal, the School District/Public Entity will conclude that the price(s) offered includes all applicable taxes.
- F. 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. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The school district 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. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. 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.
- E. Force Majeure
- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - b. Force Majeure shall not include the following occurrences:
 - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - ii. 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
 - iii. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 - c. 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.
 - d. 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 that such delay or failure is caused by force majeure.
- F. 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 of the materials or services, they shall be:
 - a. Of a quality to pass without objection in the trade under the Contract description;
 - b. Fit for the intended purposes for which the materials or services are used;
 - c. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 - d. Adequately contained, packaged and marked as the Contract may require; and
 - e. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/testing of or payment for the materials or services by the School District/Public Entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 - a. 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.
 - b. 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 District Administration 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 under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions
- B. Stop Work Order
 - a. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - b. 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. Non-conforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) the School District 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 to 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. Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).
- C. Gratuities. In accordance with A.A.C. R7-2-1087(H) 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.
- D. 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.
- E. 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.
- F. Termination for Default.
 - a. In addition to the rights reserved in the Uniform General 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.

- b. 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.
 - c. 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 re-procuring the materials or services.
- G. 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 A.A.C R7-2-155 through R7-2-1181 and rules adopted thereunder.

10. Gift Policy

The District will accept no gifts, gratuities or advertising products from Offerors. The District has adopted a zero-tolerance policy concerning Offeror gifts. The District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

11. Integrity of Proposal

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to any employee of the School District/Public Entity in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted proposal or any resulting contract.

12. Offshore Performance

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

13. Contractor’s Employment Eligibility

- A. By entering into this contract, Contractor warrants compliance with ARS §41-4401, §23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.
- B. 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.
- C. Should the District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

14. Terrorism Country Divestments

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

15. Fingerprint and Background Checks

- A. 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 shall 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.

- B. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.
- C. Additionally, contractors shall comply with Governing Board Policies of the District.

16. Clarifications/Discussions

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

17. Confidential/Proprietary Information

- A. Confidential Information Request. If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District/Public Entity of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Offeror in writing of such determination.
- B. When submitting a response containing “CONFIDENTIAL” information, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that offeror marked as “CONFIDENTIAL”.
- C. When requesting information in your Response to be considered as Confidential/Proprietary, a complete hardbound and electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.
- D. Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this section.
- E. Public record: All Proposals submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official.

SPECIAL INSTRUCTIONS TO OFFERORS

1. District Representative

In accordance with A.A.C. R7-2-1042(A.1.s), and the “Instructions To Offerors,” the District Representative is Tori Gamble, Procurement Supervisor.

2. Contract Award

It is anticipated that a contract will be a **single** award.

3. Multiple Award, if applicable

Per A.A.C. R7-2-1042(A)(1)(c), the Vail Unified School District No. 20 reserves the right to award as many contracts as needed for the best interest of the District. The award will be limited to the least number of Offerors that the District determines is necessary to meet its need. **No volume is implied or guaranteed for this solicitation.**

4. Evaluation

- A. Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP per the evaluation criteria outlined below. Per A.A.C. R7-2-1042(A)(1)(q), if several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews the district reserves the option to call for and enter into discussions 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. Your proposal must address these criteria in a clear and organized manner to facilitate the evaluation process
- B. Per A.A.C. R7-2-1042(A)(1)(h) evaluation criteria are listed on Pages 29 in their relative order of importance (Specific weighing may be used, but will not be required). Proposals will be evaluated using three (3) sets of criteria. Audit firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical and cost criteria.
- C. During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels. Committee members will read, review and evaluate the proposals based on the evaluation criteria. A point formula system will be used to evaluate the offers. The District may call for interviews to clarify information received in the proposal. Firms may be asked to host a site visit and/or interview with the Selection Committee, they may also be asked to revise or modify their proposals following the receipt of other information. However, offering firms are cautioned that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.
- D. All Proposals shall be open for public inspection after award of contract, except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data contained in the Proposal documents remain confidential in accordance with A.A.C. R7-2-1006, R7-2-1016, and R7-2-1042(A.1.u).
- E. In accordance with A.A.C. R7-2-1042(A.1.v) the District **shall not** consider partial offers for award of a contract under this RFP.

5. Award Basis

Awards will not be based on price alone; it will be determined by the evaluation criteria identified in this RFP. The District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.

6. Offeror Responsibility

- A. The successful Offeror shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage,

injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

- B.** The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, and sub-contractors who may be involved in providing services under this contract to determine the appropriateness of their working at a public-school facility.
- C.** The successful Offeror shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful Offeror agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.
- D.** The successful Offeror must be prepared to provide an adequate workforce and inventory of vehicles, materials and equipment. It shall be the successful Offeror's responsibility to ensure continuation of service.
- E.** The successful Offeror must provide adequate training for all contracted employees providing services under this contract.
- F.** The successful Offeror must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

7. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror shall acknowledge receipt of all amendments by submitting a copy of the amendment with their proposal response.

8. Offeror Required Contract/Agreement

If the Offeror will require the School District/Public Entity to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The District reserves the right to accept or reject all or part of the agreement.

9. Authority

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration of any resulting contract may be made without the express written approval of the School District/Public Entity in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

10. Integrity of Offer

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District, or per A.A.C. R7-2-1042(A.1.l) Offeror has not engaged in collusion or anti-competitive practices in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted Proposal or any resulting contract.

11. Deviations to Offer

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the Proposal form on the Offeror's letterhead. Exceptions must be signed by an authorized representative of the company. Such appendages shall be considered part of the Offerors formal Proposal. For the absence of any statements of deviation or exception, the Offer shall be accepted as in strict compliance with all terms and conditions.

SPECIAL TERMS AND CONDITIONS

1. Purpose

Pursuant to provisions of the Arizona School District Procurement Rules, the District intends to establish a contract with a qualified Certified Public Accountant to conduct an annual audit of financial transactions and accounts kept by or for the District.

2. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase. Any contract awarded under this proposal will be conditioned upon the availability of funds.

3. Insurance

- A.** Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.
- B.** Successful Offeror may be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming the District as an additional insured party.
- C.** Successful Offeror may be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

4. Licenses

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror. The successful Offeror shall provide documentation of professional memberships, certifications, and licenses, as requested.

5. Safety

- A.** 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.
- B.** All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- C.** When applicable, the Contractor shall provide Safety Data Sheets (SDS) that complies with OSHA Code of Federal Regulations (CFR) 29, section 1910.1200 for all chemicals intended for use in District facilities.

6. Fingerprinting

Please refer to paragraph fifteen (15) under "Uniform General Terms and Conditions."

7. Registered Sex Offender Restriction

Pursuant to award, Offeror agrees that no employee of the Firm or subcontractor of the Firm, who is required to register as a sex offender, pursuant to A.R.S. § 13-3821, will perform work on the District premises or equipment at any time when District students are, or are reasonably expected to be, present. Offeror further agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the award at the District's discretion.

8. English Speaking Requirement

- A.** The Contractor's job supervisor and additional personnel as deemed necessary by the Operations Department must be literate and fluent in the English language. This requirement is necessary due to the following reasons that include but are not limited to:
 - a.** Warnings of emergencies and hazards,
 - b.** Preparation of reports as specified,
 - c.** Communication with Vail Unified School District No. 20 Administrators and Staff
- B.** Due to the significance of the above listed reasons, the English requirement is to enhance communications between the Contractor representatives, the Operations Department, and the District Departmental staff.

9. Offeror's Employees

- A.** Offeror agrees that the individuals provided to the District on a temporary basis are the Offeror's, not the District's employees.
- B.** Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that the Offeror and any employees working for the Offeror are the sole responsibility of the Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:
 - a.** Workers' Compensation Insurance
 - b.** Federal and State Unemployment Taxes
 - c.** Federal and State Withholding and Reporting Requirements
 - d.** Unemployment Compensation Insurance
 - e.** Federal, State, and Local Employment Laws
- C.** Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with the District, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.
- D.** The District will not provide the Offeror or its employees any business registrations or licenses that may be required. The District will not combine business operations with the Offeror. In compliance with all applicable laws, the Offeror shall, at no charge to the District, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for the District to ascertain that there is no history of behavior that would make the individual unsuitable to work in a school setting. These checks must be completed before the individual provides any services to the District. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes 15-512 and/or 15-534, as applicable. At any time, the District will have access to and receive copies of the results of the Offeror's drug/alcohol test or fingerprint/reference/background checks. At any time, and for any reason, the District may request or reject any of the Offeror's employees. Offeror agrees to comply with the District's rules, regulations, and policies, as the District may modify from time to time.
- E.** No one except authorized employees of the Contractor is allowed on the premises of the Vail Unified School District No. 20. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of the Contractor to meet this requirement will result in permanent removal of the employee from District buildings. It shall be a requirement of the Contractor to have all staff performing work at the District sites pass security screening.

10. Removal of Contractor's Employees

The Contractor agrees to use only experienced, responsible and capable people in the performance of the work. The District may require that the Contractor remove from the job covered by this contract any employee who endangers persons or property, or whose continued employment under this contract is inconsistent with the interest of the Vail Unified School District No. 20.

11. Terms of Award

The District anticipates awarding a one-year contract, effective upon vendor contract acceptance and the issuance of a Purchase Order. If all conditions are met during this period of time, this contract has the option to renew annually up to four (4) consecutive years thereafter.

12. Product of Deliver

Any item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the offeror immediately and replaced to the District's satisfaction at no additional charge, or issue full credit.

13. Minimum

The District will not be bound to purchase a minimum quantity during the contract period. The District reserves the right to increase or decrease any estimated quantities.

14. Non-Exclusive Contract

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

15. Inspection

All materials are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at Offeror's risk and may be returned to Offeror. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Offeror.

16. Local Representative

The District will require the awarded vendor to have a physical location within the United States, as well as a dedicated local representative within the United States, preferably Arizona, who must have the capability to travel and visit the district on an as needed basis. Offeror shall assign one (1) staff representative dedicated to the District contract and its execution. All costs associated with the one (1) staff representative shall be built into the contract's rate.

17. References

Offeror shall provide a detailed section on accounts where same or similar services have been placed. Accounts shall be similar in size and scope to that of the Vail Unified School District No. 20. It would be preferred to see a minimum of three (3) references including the name of organization, address, contact person, phone number, email, scope of services provided, and date of installation. See page 38 for the reference form. References from K-12 District's within Arizona are preferred. The references should be for similar services/goods, and from the last three years. References shall not be requested from employees or board members of the Vail Unified School District No. 20.

18. Performance Evaluation Survey

As part of this solicitation, Offerors are required to distribute the **Performance Evaluation Survey (Attachment E)** to a minimum of three (3) references who can speak to the Offeror's past performance on projects of similar size and scope. It is the sole responsibility of the Offeror to ensure that each reference completes and submits the survey directly to the District per the instructions on the Performance Evaluation Survey Form. Completed surveys must be received no later than **May 08, 2025 at 2:00 p.m.** in order to be considered as part of the evaluation process.

- 19.** The District will not initiate or follow up on survey responses. Failure to obtain the minimum number of completed reference surveys may adversely affect the Offeror's evaluation score.

20. Price Clause

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services proposed and shall include all associated costs. DO NOT include sales tax on any item in the Proposal. Prices shall be firm for the term of the contract. Prices as stated must be complete for all services offered and shall include all associated costs. After the initial contract term and prior to any contract renewal, the District will review fully documented requests for price increases and may at its sole option accept any changes or cancel the contract.

21. Best and Final Offers

If discussions are conducted pursuant to R7-2-1047, the School District/Public Entity shall issue a written request for best and final offers. If Offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer.

22. Damages

The successful contractor shall be liable for any and all damage caused by him or his employees to the District premises. The Contractor shall hold and save the District free and harmless from liability of any nature or kind arising from use, trespass, or damage occasioned by the Contractor's operations on premises or third persons.

23. Contract Cancellation

This contract is subject to cancellation pursuant to A.R.S. §38-511. This contract is critical to the District and the District reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any material obligation, term or condition of the contract. The District shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:

- a. The Contractor provides goods/services that does not meet the specification of the contract;
- b. The Contractor fails to adequately perform the scope of work set forth in the specifications of the contract;
- c. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
- d. The Contractor fails to make progress in the performance of the contract and/or gives the District reason to believe that the contractor will not or cannot perform to the requirements of the contract.

The District may resort to any single or combination of the following remedies:

- e. Cancel any contract;
- f. Reserve all rights or claims to damage for breach of any covenants of the contract;
- g. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the Contractor.
- h. In case of default, the District reserves the right to purchase materials, or to complete the required work in accordance with the School District Procurement Rules. The District may recover reasonable excess costs from the contractor by:
 1. Deduction from an unpaid balance;
 2. Collection against the bid and/or performance bond; or
 3. Any combination of the above or any other remedies as provided by law.

24. Contract Disputes

Disputes arising from this contract shall be resolved in accordance with the School District Procurement Rules proposed and/or adopted by the Arizona Department of Education for contract claims disputes. The code's adjudicative process must be exhausted before a court system is allowed to rule on any dispute; and that contract disputes will be resolved consistent with the code. The code's adjudicative requirements supersede contractual alternative dispute resolutions.

25. Equipment and Supplies

The District will not be responsible to furnish any equipment, materials and/or supplies necessary to properly perform the requirements under this contract and the scope of work.

26. Work Operations

When applicable, hallways and walkways must never be used for storing equipment, supplies, or debris. All combustible materials must be stored in covered fire rated metal containers and disposed of daily.

27. Work Schedule

Services shall be scheduled and performed as required to meet the scope of work.

28. Minimum Wage Rate

Contractor must pay a minimum wage, which conforms to Federal Regulations, to Contractor's employees engaged in the performance of service to the Vail Unified School District No. 20. If minimum wage requirements increase during the term of the contract, the contractor may request an increase based on the following:

- a. The direct cost of the increase paid to the employee (below new minimum wage) plus F.I.C.A.
- b. The increase will be allowed only for employees who are currently paid minimum rate or a rate less than the new minimum.
- c. The increase will be allowed only on hours that the contractor can document through payroll records.
- d. The Director of Finance, Michelle Quiroz, must approve the increase in writing prior to rate being invoiced. The Vail Unified School Governing Board must formally approve any increase.

29. Addition/Deletion of Service

The District reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the Proposal price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the District.

30. Contract Compliance Monitoring

The **Director of Finance** shall monitor the firm's compliance with, and performance under, the terms and conditions of the Contract. The firm shall make available for inspection and/or copying by the District all records and accounts relating to the work performed under this Contract.

31. Security and Privacy

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The District shall be notified immediately upon receipt of any such order of court pertaining to production of such information. The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

32. Confidential Information

Confidential Information is any information of any kind, nature, or description that concerns any matters affecting or relating to the business or operations of the District; and/or the products, plans, processes, student data, employee data, or other data of the District. The awarded vendor shall keep any Confidential Information from the District in strict confidence and shall exercise a reasonable degree of care to prevent disclosure of this information to outside sources. The District reserves the right to immediately sever any Contract with the Vendor should any form of disclosure and/or misuse of Confidential Information take place. The District shall also be required to report the misuse of Confidential Information to law enforcement and/or all other appropriate regulatory agencies, as required by statute or District policy under the Family Education Rights to Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Genetic Information Non-Discrimination Act of 2008 (GINA), and the Social Security Protection Act of 2004 (SSPA).

33. Indemnity

Offeror shall be entirely and solely responsible for its actions and the actions of its employees while providing services under this Agreement. Offeror agrees to indemnify and hold District and all employees harmless against all claims, demands, suits, awards and judgments made or recovered by any persons or agencies due to the actions of Offeror or its employees and/or subcontractors during the rendering of services under this Agreement.

34. Compliance with Laws and Regulations

All services rendered by the Offeror and its employees and/or subcontractors under or pursuant to this Agreement shall conform with and be in full compliance with all applicable laws, rules, ordinances and regulations adopted by or required by any federal, state, city or town governmental agency. Offeror shall obtain all necessary permits and licenses required.

FEDERAL FUNDING REQUIREMENTS

When a District expends Federal funds for any contract resulting from this procurement process certain certifications and provisions are required. Accordingly, the parties must agree that the terms and conditions within the Federal Funds Acknowledgement Form apply to the Contract between the District and the awarded Vendor(s) in all situations where the vendor(s) have been paid, or will be paid, with federal funds. **Vendor shall affirm and acknowledge the attached form titled “Federal Funds Acknowledgement Form”. Failure to submit completed forms may deem your bid nonresponsive, and the bid may not be accepted.**

1. Affordable Care Act

The Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by State or Federal law.

2. Buy American Provision (*only applies to Food & Nutrition food purchases*)

The Offeror will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The Offeror shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantially” means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the “domestic” standard as described above (“non-domestic”) in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

3. Disclosure of Lobbying Activities

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Offeror must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000).

4. Certification Regarding Lobbying

Pursuant to 31 USC 1352, the Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in 2CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.

5. Certificate of Independent Price Determination

The Offeror admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.

6. Civil Rights Compliance (*only applies to Food & Nutrition contracts*)

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

- A. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

- B.** To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

7. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation

The Offeror will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.

8. Contract Work Hours and Safety Standard Act

The Offeror shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5) (Only applies to contracts over \$100,000).

9. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing the Offer & Acceptance form, the Offeror certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Nonprocurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities (Only applies to contracts over \$25,000).

10. Energy Policy and Conservation Act

The Offeror shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat.871).

11. Equal Employment Opportunity

The Offeror shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

12. Record Keeping

The books and records of the Offeror pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture (for food/nutrition only), and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S § 35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

13. Invoicing (*only applies to Food & Nutrition contracts*)

The Offeror fully discloses all discounts, rebates, allowances and incentives received by the Offeror from its suppliers. If the Offeror receives a discount, rebate, allowance, or incentive from any supplier, the Offeror must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. The Offeror must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).

- A.** No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure

be made from the nonprofit school food service account that permits or results in the Offeror receiving payments in excess of the Offeror's actual, net allowable costs. 7CFR§210.21 (f)(2). The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account.

14. Termination Clause

The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. *(Only applies to contracts over \$10,000).*

15. E-Verify Requirement

The Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A. That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.

16. Solid Waste Disposal Act

The Offeror shall comply with Section 6002 of the Solid Waste Act and its implementing regulations.

17. Minority & Woman Businesses

When federal funding may be used, the District shall take affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are notified of solicitation opportunities when possible. Prime contractors are required to take the same affirmative steps let 2 CFR Part 200.321.

18. Program Regulation (only applies to Food & Nutrition contracts)

Offeror shall be in conformance with applicable portions of the School Food Authority's (SFA) agreement under the program. Offeror will conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250. Offeror shall provide products that meet Public Law 111-296, the Healthy Hunger-Free Kids Act of 2010 (HHFKA). Offeror's products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements.

19. Copeland Anti-Kickback Act and Davis-Bacon Act (for building projects in excess of \$2000)

- A.** Copeland "Anti-Kickback" Act - All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
- B.** Davis-Bacon Act - The OFFEROR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

20. Contract Violations or Breach of Contract

The District reserves all administrative, contractual and legal rights and privileges under applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract.

21. Rights to Inventions

For all contracts that meet the definition of "funding agreement" and where the District wishes to enter into a contract with a small business firm or non-profit organization, the offeror shall comply with the Rights to Inventions made by non-profit organizations and small business firms under Government Grants, Contracts, and Cooperative Agreements.

SCOPE OF WORK

1. Purpose:

The purpose of this Request for Proposals (RFP) is to enter into a contract with a qualified Certified Public Accountant to conduct an annual audit of financial transactions and accounts kept by or for the District, subject to the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) for the five (5) years ending **June 30, 2026, 2027, 2028, 2029, and 2030**; and to complete the Uniform System of Financial Records for Arizona School Districts (USFR) Compliance Questionnaire (CQ). The completed USFR Compliance Questionnaire will be used to determine the District's compliance with the USFR. The District reserves the right to suspend the provisions of the contract for any year in which the District expends less than the qualifying amount of federal awards set forth in the Uniform Guidance.

2. Scope of Services Required:

The selected audit firm will be required to perform an annual financial audit, in accordance with U.S. generally accepted auditing standards, Government Auditing Standards (GAS), issued by the Comptroller General of the United States, and the Uniform Guidance and issue the reports required by those standards and the Uniform Guidance. In addition, the audit firm must complete a USFR CQ in accordance with the instructions the Auditor General's Office prescribes.

Districts must comply with the USFR. To help determine whether districts are in compliance, the Arizona Auditor General has developed the USFR CQ, which consists of a series of questions the District's audit firm must complete regarding requirements set forth in the USFR and Arizona Revised Statutes. The audit firm may obtain a copy of the USFR CQ from the Auditor General's website at www.azauditor.gov.

The selected audit firm shall also assist the District in routine advice i.e. technical questions, trainings, best practice guides and tools, and implementation of audit recommendations as requested.

Changes in services

Changes in the scope, character, or complexity of the service may be negotiated if it is mutually agreed that such changes are desirable and necessary. Such changes must be authorized in writing by the school district **and approved by the Auditor General, prior to the performance of the service.**

3. General Information:

A. Mandatory Qualifications

The following qualifications are mandatory for auditors submitting proposals:

1. The auditors must be properly licensed certified public accountants or persons working for a licensed certified public accounting firm according to GAS.
2. The audit firm must meet the independence requirements of GAS.
3. The audit firm must not have a record of substandard audit work for the last five (5) years. The District reserves the right to contact the State Board of Accountancy to verify the audit firm's credentials and the Auditor General to verify that the auditors have not been debarred or suspended or that such audit firm's contracts are not routinely rejected for substandard audits.
4. The audit firm must have an external quality control review performed at least every three (3) years in accordance with GAS. The most recent external quality control review report must be included with the proposal.
5. The audit firm must meet the continuing education requirements of GAS. Therefore, each auditor responsible

for planning, directing, conducting, or reporting on GAS audits should complete at least eighty (80) hours of continuing education every two (2) years. At least twenty (20) hours should be completed in any one (1) year of the two (2) year period. At least twenty-four (24) of the eighty (80) hours of continuing education should be completed in subjects directly related to the government environment, government auditing, or the specific or unique environment in which the District operates.

B. Procedures and time frame for submitting proposals/awarding contract

Interested, qualified audit firms may submit a proposal to Vail Unified School District No. 20 at the following address:

Calvin Baker Leadership Center
Vail Unified School District No. 20
13801 E Benson Highway
Vail, AZ 85641

Five (5) copies of the proposal are required. They should be prepared in accordance with the proposal format requirements discussed in this RFP and packaged in such a manner that the outer wrapping clearly indicates the RFP number and audit firm's name and address. The cost form should be submitted in a separate sealed envelope.

The following dates will apply unless waived in writing by the District Governing Board:

1. Sealed proposals will be received until 2:00 p.m., Arizona Time, on Thursday May 08, 2025 at the District address listed above. No proposals will be accepted after the time indicated. Proposals received after the deadline will be stamped with time and date and returned unopened.
2. Proposals will be evaluated the week of May 12, 2025 through the week of June 12, 2025. Please have staff available at that time to respond to questions.
3. Discussions with individual audit firms may be held to clarify proposals verbally or in writing.

If such discussions are held with any or all audit firms, all audit firms will be notified that a best and final offer may be submitted by May 30, 2025. The best and final offer provides the opportunity for audit firms to revise their proposals, including the fee for the services, based on additional information gathered during the verbal discussions and documented as required by AAC R72-1047(C). If a best and final offer is not submitted, the previous offer will be construed as the best and final offer.

4. Contract award is expected to be made on or before Tuesday, June 24, 2025. The contract will be awarded on the basis of demonstrated competence and qualifications to perform the required services at fair and reasonable compensation. However, after the audit firm is selected, the Auditor General will review the proposed contract and approve or disapprove it in accordance with A.R.S. §§15-914(E) and 41-1279.21(A)(4), and Arizona Administrative Code R4-44-117. Only upon approval of the proposed contract by the Auditor General will the contract be signed by the school district administrator and the selected audit firm.

The District will inform each audit firm that submitted a proposal, in writing, whether the proposal was accepted or rejected.

5. Audit work may begin as soon as the Auditor General approves the proposed contract. Audit work must be completed by December 15, 2026.
6. A preliminary draft of the reports should be completed and an exit conference held no later than November 30, 2026.
7. The final reports should be submitted to the District no later than December 15, 2026

Cost and price information provided in the proposal will be held confidential and will not be disclosed to competing audit firms prior to selection of the audit firm.

All information and proposals submitted by offerors will be made available for public inspection following the award of the contract.

C. Review of Proposals and Evaluation Criteria

The District and any outside experts the District considers necessary will evaluate the proposals. A point formula will be used during the review process to score proposals. If several proposals are very closely ranked, the District may arrange for oral discussions with the audit firms to assist in making the selection.

Proposals will be evaluated using three (3) sets of criteria—mandatory, technical, and cost criteria. Audit firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical and cost criteria. The following represents the principal selection criteria that will be considered during the evaluation process:

1.	Mandatory criteria	
a.	The audit firm is independent and properly licensed.	
b.	The audit firm's professional staff have received the required continuing professional education within the preceding 2 years.	
c.	The audit firm submitted its most recent external quality control review report and has a record of quality audit work.	
2.	Technical criteria	<u>Points possible</u>
a.	Responsiveness of the proposal in clearly stating an understanding of the audit services to be performed, including:	
1.	Comprehensiveness of audit work plan	10
2.	Realistic time estimates of each major segment of the work plan and the estimated number of hours of each staff level	10
b.	Technical experience of the audit firm	
1.	Auditing Arizona school districts	10
2.	Auditing governments	5
3.	Auditing computerized systems	5
4.	Auditing federal programs	5
c.	Qualifications of staff	
1.	Qualifications of supervisory staff and of the audit team performing field work	15
2.	General direction and supervision to be exercised over the audit team by the audit firm's management	10
d.	Size and structure of the audit firm, considering the scope of the audit	5
3.	Cost criteria	<u>25</u>
	Technical and cost criteria—maximum points	<u>100</u>

Cost is a factor in awarding the contract; however, only those proposals that meet all the mandatory criteria in the RFP will be given consideration. The contract will not be awarded solely on the basis of cost.

After a composite technical score for each audit firm has been established, the sealed cost proposal will be opened and additional points will be added to the technical score based on the proposed price. The maximum score for price will be assigned to the audit firm offering the lowest price, and proportional scores will be assigned to the other audit firms.

4. Proposal Format

The proposal must conform to the format specified below. The District will make no reimbursement for the cost of developing or presenting proposals in response to the RFP.

A. Title page

Each proposal must contain a title page that identifies the RFP number and subject and provides the audit firm's name, address, and telephone number; the name and title of a contact person; and the date the proposal was submitted. The title page must also state the period the proposal is effective (non-rescindable).

B. Table of contents

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

C. Letter of transmittal

A brief letter of transmittal should be submitted that includes the following information:

1. The audit firm's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of persons authorized to represent the audit firm, their titles, addresses, and telephone numbers.
4. Reference to a sealed envelope that contains the all-inclusive fee for which the audit work will be done. The fee amount should not be divulged elsewhere in the proposal.

D. Audit firm profile and qualifications

The following information should be included:

1. A description of the audit firm, including office size; whether the organization is local, regional, national, or international in operations; the number of professional staff by level; and a description of the range of activities performed by the local office (i.e., auditing, accounting, tax, or management services).
2. Affirmation that the audit firm meets the mandatory qualifications set forth in section II.A. above.
3. A statement of the audit firm's expertise in: 1) financial audits of Arizona school districts, 2) financial audits of governments, and 3) audits of computerized systems, and 4) audits of federal programs.
4. A description of prior experience with audit services of a similar or related nature, including references. The description should include a list of names and dates of school districts audited.
5. Identification of senior and technical staff to be assigned to the audit, including the audit manager or partner. Staff named in the proposal may not be substituted without permission of the District. Resumes, including relevant experience and continuing education of the auditor in charge up to the individual with final responsibility for the audit, may be included as an appendix.

E. Audit firm's approach to the audit

The technical portion of the proposal shall include, as a minimum:

1. A work plan detailing the approach the audit firm intends to follow. The audit work plan should completely cover what audit work will be accomplished to allow the audit firm to render the reports described in this RFP.

The audit work plan should demonstrate the audit firm’s understanding of the audit requirements of a single audit as specified in the Uniform Guidance and the audit tests and procedures to be applied in completing the audit work plan.

The audit work plan should also detail how the audit firm plans to meet the time constraints and reporting deadline requirements specified in this RFP.

2. A plan for organizing and staffing the audit, with an estimate of time each staff member will devote to the audit.

F. Sealed cost proposal

The cost portion of the proposal should be submitted along with the proposal, but in a separate sealed envelope.

Note: The cost proposal should include separate costs for audits of basic financial statements, ACFR statements, and federal programs (i.e., Single Audit, if applicable), including the preparation of the USFR CQ. Any fees that will be paid to the audit firm for submission of the district’s reports to the Association of School Business Officials International (ASBO) and Government Finance Officers Association for certification or for the preparation of the Meritorious Budget Award application to ASBO, should not be part of the audit service cost. Any non-audit service fees should be separately described in the cost proposal, if applicable.

5. Description of District and Records to be Audited:

A. General

Vail Unified School District No. 20 is a political subdivision of the State of Arizona located in Pima County. The District serves approximately 15,000 students.

The District operates on a July 1 to June 30 fiscal year.

The accounting policies of the Vail Unified School District No. 20 conform to Generally Accepted Accounting Principles (GAAP) as adopted by the Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB), as applicable.

B. Reporting Entity

The District is a special-purpose government that is governed by a separately elected governing body. It is legally separate from and fiscally independent of other state and local governments. Furthermore, there are no component units combined with the District for financial statement presentation purposes, and it is not included in any other governmental reporting entity. Consequently, the District’s financial statements present only the activities of those organizational entities for which its elected governing board is financially accountable.

C. District Funds

The District reports the following governmental and enterprise funds and other fund types:

Governmental	Number of Funds
General Fund	1
Major Fund(s)	40
Non-Major Fund(s)	43
Enterprise	Number of Funds
Major	0
Non-Major Fund(s)	0

Other Fund Types

Internal Service
Agency

Number of Funds

0
0

D. Federal and State Financial Assistance

Description	Expenditure
ESEA TITLE I	\$ 600,611.48
ESEA TITLE II	\$ 368,179.99
ESEA TITLE IV	\$ 61,210.26
ESEA TITLE III	\$ 23,593.19
IDEA PART B (BASIC)	\$ 2,519,649.29
HIGH COST REIMBURSEMENT GRANT	\$ 52,200.00
IDEA PRESCHOOL	\$ 44,534.06
ARP IDEA BASIC FY22	\$ 76,027.82
CTE BASIC	\$ 124,258.30
CTE PERKINS INNOVATIVE PROGRAMS	\$ 97,905.25
EDUCATION FOR HOMELESS CHILDREN & YOUTH	\$ 11,017.83
MEDICAID DIRECT REIMBURSEMENT	\$ 800,925.96
ACHIEVEMENT TUTORING GRANT	\$ 50,862.50
ARP HOMELESS MINI	\$ 6,096.20
ARP HOMELESS ENTITLEMENT	\$ 16,139.40
AWARE WORKFORCE	\$ 8,321.00
AWARE-SUICIDE PREVENTION TRAINING GRANT	\$ 4,203.10
AZ SCHOOL NURSE WORKFORCE & EQUIPMENT GRANT	\$ 98,893.24
TSW (TRANSITION SCHOOL TO WORK)	\$ 765,642.71
AZ CHILDCARE ASST PROGRAM	\$ 573,214.95
ESSER III (ARP)	\$ 2,770,547.24
STARBASE AZ	\$ 378,382.60
ERATE	\$ 613,899.53
FEDERAL IMPACT AID	\$ 832,091.36
DEPT OF DEFENSE SUPPL (IMPACT)	\$ 236.25
CTE PRIORITY FY22	\$ 163,841.45
DUAL ENROLLMENT TEACHER DEVELOPMENT PROGRAM	\$ 7,038.81
COLLEGE CREDIT EXAM INCENTIVE PROGRAM	\$ 113,218.23
RESULTS-BASED FUNDING	\$ 47,477.89
ARTS CONSUMABLE GRANT ADE	\$ 144,751.04
FTF - UNITED WAY COP	\$ 30,625.98
SCHOOL SAFETY PROGRAM-CURRENT APPLICANTS YEAR 1	\$ 712,380.94
SCHOOL SAFETY PROGRAM NEW GRANTEE SC SW	\$ 145,939.60
CHILDCARE STABILIZATION GRANT	\$ 245,308.23
CHILD CARE STABILIZATION - WORKFORCE	\$ 323,683.44
Report Total	\$ 12,832,909.12

E. Deposit of District Monies

In accordance with A.R.S. §15-341(A)(20), the District deposits with the County Treasurer all monies received, except student activities monies (A.R.S. §15-1122); auxiliary operations monies (A.R.S. §15-1126); and monies withheld or received from employees, former employees, board members, and other persons for insurance programs (A.R.S. §15-1223). The County School Superintendent (or school districts that have assumed accounting responsibility in accordance with A.R.S. §15-914.01) draws warrants on funds on deposit with the County Treasurer upon presentation of a voucher by the District Governing Board to expend District monies on deposit with the County Treasurer.

In addition to maintaining funds on deposit with the County Treasurer, the District maintains several bank accounts in accordance with A.R.S. Following is a list of all bank accounts maintained by the District:

<u>Bank Account Name</u>	<u>Bank Name and Location</u>
Maintenance & Operations Fund Revolving Account	JP Morgan Chase/Tucson
Miscellaneous Receipts Clearing Account	JP Morgan Chase/Tucson
Food Service Fund Clearing Account	JP Morgan Chase/Tucson
Auxiliary Operations Fund Account	JP Morgan Chase/Tucson
Auxiliary Operations Fund Revolving Account	JP Morgan Chase/Tucson
Student Activities Fund Account	JP Morgan Chase/Tucson
Employee Insurance Programs Withholdings Account	JP Morgan Chase/Tucson
Payroll Direct Deposit Clearing Account	JP Morgan Chase/Tucson
Electronic Payment Clearing Account	JP Morgan Chase/Tucson
Benefit Account	JP Morgan Chase/Tucson
FLEX Spending Account	JP Morgan Chase/Tucson
Accounts Payable Clearing Account	JP Morgan Chase/Tucson

F. Magnitude of Financial Activity

The District's total expenditures budgeted for the years ended June 30, 2023, and June 30, 2024, were \$182,352,524 and \$196,888,392, respectively.

The District has approximately 2,624 employees with estimated payroll expenditures of \$101,620,568 and \$105,023,984 for the years ended June 30, 2023, and June 30, 2024, respectively.

Annual budgets, annual financial reports, and financial statements for the two (2) year(s) ended June 30, 2023 and June 30, 2024 will be sent to interested, qualified audit firms upon request, or may be examined at the District office.

G. Uniform System of Financial Records for Arizona School Districts (USFR)

A.R.S. §15-271 requires the Auditor General in conjunction with ADE to prescribe a uniform system of financial records for use by school districts. This system has been established in the USFR accounting manual.

The USFR includes a Chart of Accounts (Chart) that provides for the establishment of a complete accounting system. The Chart complies with U.S. generally accepted accounting principles, and meets the requirements of the U.S. Department of Education's account classifications and A.R.S. The account codes and titles listed in the chart must be used by the District.

The USFR also provides comprehensive accounting procedures for accounting records, cash, supplies inventory, property control, revenues, expenditures, payroll, travel, and state and federal financial assistance.

H. Additional Information

The District has applied for an Accounting Responsibility Plan for FY2025-2026. As of the posting date of this

solicitation, the plan is under review by the Arizona Auditor General's Office.

6. Report Review, Timing, and Number of Copies

Following completion of draft reports, the audit firm must submit **three (3) copies** of the audit reports, management letter, and the USFR CQ to the audit liaison Michelle Quiroz, Director of Finance, for review.

Upon completion of the final reports, the audit firm must provide **three (3) paper copies** and one (1) electronic copy of the audit reports, management letter, and USFR CQ to the District. The electronic copies shall be in PDF format. The audit firm must also provide the electronic copies of the audit reports, management letter, and USFR CQ to the Auditor General's Office, Accountability Services Division and ADE's Grant Management Division, if a single audit was performed, and send a paper copy or electronic copy of the applicable audit reports to the District's county school superintendent's office.

Additionally, the audit firm must submit one (1) copy of the audit reporting package and data collection form to the Federal Audit Clearinghouse.

The audit firm will make no other distribution unless approved by the District.

A.R.S. §§15-914(E) and 41-1279.21(A)(4) require the Auditor General to ensure that completed audits are conducted in accordance with U.S. generally accepted auditing standards, GAS, the Uniform Guidance, and the minimum audit and reporting standards prescribed by the Auditor General. An audit will not be accepted as meeting the requirements of this section until it has been approved by the Auditor General.

7. Exit conference requirements

The audit firm must be available to participate in one (1) or more exit conferences with members of the District and the District Governing Board. Exit conferences must be coordinated through the audit liaison, Micehlle Quiroz, Director of Finance. The purposes of the exit conferences are to discuss the draft audit reports with the District, identify any errors, and obtain comments on report findings and recommendations. In addition, the AUDIT FIRM should review the District's USFR noncompliance findings with the SCHOOL DISTRICT officials.

8. Audit documentation

The audit firm shall retain the audit documentation in its entirety for a period of five (5) years after the date of the audit reports, unless the Auditor General requests a longer retention period. The audit documentation shall be subject at all reasonable times to review upon request by the Auditor General or her designee, ADE, the United States Government Accountability Office, other appropriate governmental agencies, or produced for review at the Auditor General's Office, if so requested.

9. Contractual arrangements

A. Multi-term contracts

If the monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled. If the type or frequency of audits the District is required to obtain in a subsequent fiscal year changes or the District is no longer required to obtain an audit, the contract may be amended or canceled. If the contract is canceled, the audit firm shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered under the contract or which are otherwise not recoverable.

10. Right to Reject

The District reserves the right to:

- A. Reject any or all proposals submitted.
- B. Request additional information from all audit firms.
- C. Conduct discussions with responsible audit firms that submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.
- D. Negotiate modifications to the audit firm's proposal prior to final award for the purpose of obtaining best and final offers.
- E. Negotiate a contract that may be terminated for lack of funds.

11. Assistance Available to Audit Firms

A. Previous Audit Reports and Audit Documentation

The most recent audit of the District was performed for the fiscal year ending June 30, 2024, by Heinfeld Meech. The audit firm's reports, issued March 10, 2025, contained an unmodified opinion.

Audit documentation related to the aforementioned audit is available for inspection by contacting Mike Hoerig, Certified Public Accountant (CPA), at Heinfeld Meech, 520-742-2611, 10120 N Oracle Road, Tucson, AZ 85704

B. District Assistance

District officials and staff will be available to assist the audit firm by providing information, documentation, and explanations as required. Michelle Quiroz, Director of Finance, will be the audit liaison between the District and the audit firm.

C. Grantor Assistance

Questions or requests for assistance concerning federal grants should be directed to ADE's Grants Management Division or the applicable ADE federal program area.

Refer any questions regarding this Request for Proposals to:

Tori Gamble, Purchasing Supervisor, gamblet@vailschooldistrict.org, copying Michelle Quiroz, Director of Finance, quirozm@vailschooldistrict.org on all inquiries.

04/16/2025

Date



School District Administrator (signature)

SUBMITTAL REQUIREMENTS

1. General

- A. All interested and qualified Offerors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Offeror has read and understands this entire Request for Proposal (RFP), to include all appendices, attachments, exhibits, schedules, and addendum or amendments (as applicable) and agrees that all requirements of this RFP have been satisfied.
- B. **Proposals must be submitted in the format prescribed on page 37.** Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- C. The proposals must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete
- D. All proposals and materials submitted become the property of the District.

2. Proposal Presentation

- A. One (1) original and five (5) copies must be submitted in a sealed envelope/box with the RFP number and Offeror's name and address clearly indicated on the package.
- B. Within the sealed envelope/box provide one (1) copy of the Proposal Price Sheet in a separate sealed envelope and (1) copy of the complete proposal on a USB/flash drive. The electronic copy must contain the complete proposal, to include the Cost Proposal information. If any information is considered confidential, the Offeror shall include a redacted electronic copy of the proposal on the USB flash drive.
- C. The material must be in sequence and related to the RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. Please DO NOT spiral bind the copies of your proposal.
- D. The District will not assume responsibility for any costs related to the preparation or submission of the RFP.

PROPOSAL FORMAT

The proposal **original** should be submitted in a **three-ring binder**, or similar presentation format. The material should be in sequence and related to the RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal should conform to the format specified below and include, but not be limited to, the following:

A. Original Copy or Response

Tab 1. General Information

- a) **Letter of Interest** – Provide a signed letter of interest, stating the firms' interest in providing the specified service program.
- b) **Statement of Understanding** – Provide a statement signed by the authorized individual indicating the full and complete understanding of the requirements and scope of work detailed within the RFP and the ability of that firm to comply with all terms, requirements, and conditions of resultant contract.

Tab 2. Experience and Expertise

- a) **Qualifications** - Provide a comprehensive overview of the firm's qualifications relevant to the scope of work outlined in this RFP. This should include a detailed summary of the firm's experience, areas of specialization, certifications, and demonstrated ability to successfully perform similar services. Include a description of the organizational structure, financial strength and available resources.
- b) **Key Personnel, Local Representative** - Provide detailed information on the key personnel who will be assigned to any resultant contract with the District. The name, email, and phone number of the dedicated local account representative must be clearly identified.
- c) **References** - Provide a detailed section on previous accounts where same or similar services have been placed. Accounts shall be similar in size and scope to that of the Vail Unified School District No. 20. References **shall not** be requested from employees or board members of the Vail Unified School District No. 20.
- d) **Financial Disclosure Questionnaire – Attachment D**

Tab 3. Supplemental Forms

- a) **Insurance Documentation/ Other Forms** - Proof of worker's compensation and employer's liability insurance as required by law. Deviations and Exceptions Form, Confidential/Proprietary Submittals Form, Offer and Acceptance Form, Non-collusion Affidavit, Conflict of Interest Form, Vail Vendor Application and Signed I.R.S. W-9 Form.

Tab 4. Miscellaneous

- a) Offeror shall provide any additional information that will add value to their offer.

B. Proposal Price Form (separate sealed envelope).

- a) Attachment C - The Proposal Price Sheet and any additional pricing information shall be submitted in a separate sealed envelope.

C. USB Electronic Copy to include Cost Proposal information.

D. Five (5) copies of the original response.

REFERENCES

Company: _____

Offeror shall list below a minimum of three (3) references for clients that are similar in scope and size to this requirement. Preferably references should be from K-12 District’s within Arizona, from within the last three years. The references should be for similar services/goods. References shall not be requested from employees or board members of the Vail Unified School District No. 20.

Firm 1: _____

Contact Name: _____ **Phone Number:** _____

Email: _____ **Date of Services:** _____

Scope of Services Provided: _____

Firm 2: _____

Contact Name: _____ **Phone Number:** _____

Email: _____ **Date of Services:** _____

Scope of Services Provided: _____

Firm 3: _____

Contact Name: _____ **Phone Number:** _____

Email: _____ **Date of Services:** _____

Scope of Services Provided: _____

Attach additional sheets if necessary

DEVIATIONS AND EXCEPTIONS

Offerors shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

_____ No Exceptions

_____ Exceptions taken (describe below – attach additional pages if necessary)

Company

Authorized Signature

Date

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered. The School District/Public Entity will not consider pricing to be confidential or proprietary.

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer.

_____ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform General Terms and Conditions, paragraph 17).

[illegible]

Firm

Authorized Signature

Date

OFFER AND ACCEPTANCE

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

AZ Tax ID: _____

For clarification of this offer, contact:

Federal Employer Tax ID: _____

Representative: _____

Tax Rate: _____ %

Phone: _____

Company Name: _____

Email: _____

Address: _____

X
Signature of Person Authorized to Sign Offer

City, State, Zip

Printed Name, Title

CERTIFICATION

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

1. The submission of the Bid did not involve collusion or other anti-competitive practices and bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003(J) and A.A.C. R7-2-1024(B.1.q) have occurred.
2. The Bidder 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 Bidder 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 Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Bidder 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 Bidder is in compliance and shall remain in compliance with the Export Administration Act.
6. In Accordance with A.R.S. § 35-393, the bidder is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
7. In Accordance with A.R.S. § 35-394, the bidder is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors, or suppliers thereof.
8. In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE OF OFFER

The Proposal 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 Proposal as accepted by the School District/Public Entity. This contract shall henceforth be referred to as RFP 26-001-30. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed.

Awarded this day of 20

Michelle Quiroz, Director of Finance

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

_____, affiant,
(Name)

the _____
(Title)

(Contractor/Offeror)

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

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

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature of Notary Public in and for the County of

State of _____

CONFLICT OF INTEREST

The undersigned, the owner or authorized officer of _____

(the "Firm"), Hereby represent and warrant to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the Vail Unified School District No. 20, Superintendent of the Vail Unified School District No. 20, any employee of the Vail Unified School District No. 20.

_____ YES _____ NO

If NO, disclose relationship(s) below:

Company Name (Print)

Company Representative (Print)

Authorized Signature

Date

STATEMENT OF NO BID

RFP# 26-001-30: Audit Services

If you do not wish to respond to this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason(s) for your decision and return this page. Any Offeror not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the vendors list for those items or services. If a vendor wishes to remain on the vendors list, a no bid response or a request to remain on the list is all that is needed. This form may be returned to the address listed below, or faxed to 520-879-2078. A “No Bid” will be considered a response.

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

_____ I do not provide services of this nature.

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

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

Please return this completed form to:

Vail Unified School District No. 20
Purchasing Department
13801 E Benson Highway, Ste B.
Vail, Arizona 85641

purchasing@vailschooldistrict.org

Name of Company

Address

City, State, Zip

()

Email

Phone

/ /

Signature of Person Authorized to Sign Offer

Date

Printed Name

Title

PROPOSAL SHIPPING LABEL

Important Instructions for Sealed Bids Submission

To ensure that your sealed bid reaches the correct department and is not opened before the designated time, it is mandatory to affix the label provided below to the exterior of your sealed bid package.

The label should be clearly visible and must be securely attached to the envelope or package. Do not place the label on the inside or on any other part of the bid package; it must be on the exterior where it is visible at all times.

Verify that all the required information on the label is correct and complete, including the name and contact details of your company.

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER

SEALED PROPOSAL

Do not open this package until the due date and time listed below

Submitted by:

Company Name:

Physical Address:

City, State, Zip:

Deliver to:

Vail Unified School District No. 20
Calvin Baker Leadership Center, Purchasing Office
13801 E Benson Highway, Ste. B
Vail, Arizona 85641

RFP 26-001-30: Audit Services

Opening Date/Time: May 08, 2025 at 2:00 p.m. Local AZ Time*

*proposals received after this date and time will not be opened

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER