



CHANDLER UNIFIED SCHOOL DISTRICT #80
PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7000

NOTICE OF REQUEST FOR PROPOSAL

Material and/or Service:

RFP 02-15-18 EDUCATIONAL CAMPGROUND FACILITIES

Proposal DUE DATE: March 19, 2014 Time: 11:00 A.M.

Opening Location: Chandler Unified School District #80
1525 W. Frye Road
Chandler, AZ 85224

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, proposals for the material or services specified will be received by the Chandler Unified School District, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office**, please call Jean Borchert, 480.812.7627 or District receptionist 480.812.7000.

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

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

This Proposal is being done by the Chandler Unified School District #80 as a member of the Strategic Alliance for volume Expenditures (SAVE). While this Proposal is for the Chandler Unified School District, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and govern intergovernmental procurements for school districts. Other public entities have similar authorizations. Members of "SAVE", a group of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible School Districts/public entities, recognizing potential equipment, logistical and capacity limitations by vendor may limit "piggybacking" of this award. No volume is implied or guaranteed.

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

Jean Borchert
Phone 480.812.7627
Fax 480-224-9006
borchert.jean@cusd80.com

This solicitation is being done by the Chandler Unified School district #80 as a member of the Strategic Alliance for volume Expenditures “SAVE”. While this solicitation is for the Chandler Unified School District #80, other public entities have expressed interest in utilizing the resulting contracts. Those entities are listed separately in this solicitation. Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorized and governs intergovernmental procurements. Members of “SAVE” are school districts and public entities that have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible school districts and public entities identified herein, recognizing potential equipment, logistical and capacity limitations by offeror may limit “piggybacking” of this award. No volume is implied or guaranteed.

Strategic Alliance for Volume Expenditures

SAVE – Cooperative Purchasing Agreements

The following agencies have signed the Cooperative Purchasing Agreement with the SAVE association as of April 23, 2008

City of Apache Junction	Flowing Wells Unified School District #8
City of Avondale	Fort Huachuca Accommodation School District
City of Bullhead City	Fort Thomas Unified School District #7
City of Casa Grande	Fountain Hills Unified School District #98
City of Chandler	Fowler Elementary School District #45
City of Cottonwood	Gadsden Elementary School District #32
City of Eloy	Ganado Unified School District #20
City of Flagstaff	Gilbert Unified School District #41
City of Glendale	Glendale Elementary School District #40
City of Maricopa	Glendale Union High School District #205
City of Mesa	Grand Canyon Unified School District #4
City of Page	Hackberry Elementary School District #3
City of Peoria	Heber-Overgaard Unified School district #6
City of Prescott	Higley Unified School District #60
City of Scottsdale	Holbrook Unified School District #3
City of Sierra Vista	Indian Oasis-Baboquivari School District #40
City of Somerton	Isaac Elementary School District #5
City of Surprise	Joseph City Unified School District #2
City of Tempe	Kayenta Unified School District #27
City of Tucson	Kingman Unified School District #20
City of Yuma	Kyrene Elementary School District #28
Town of Buckeye	Lake Havasu Unified School District #1
Town of Camp Verde	Laveen Elementary School District #59
Town of Florence	Liberty Elementary School District #25
Town of Fountain Hills	Litchfield Elementary School District #79

Town of Oro Valley
Town of Paradise Valley
Town of Prescott Valley

Town of Queen Creek
Town of Superior

Counties

Cochise County
Coconino County
Gila County
La Paz County
Maricopa county
Mohave County
Navajo County
Pima County
Pinal County
Santa Cruz Count
Yavapai County
Yuma County

Higher Education

Arizona State University
Arizona Western College
Central Arizona College
Maricopa Community College District
Northern Arizona University
University of Arizona
Yavapai College

Political Agencies

AZ Dept of Administration, State Procurement Office
Maricopa Integrated Health System
Mt Lemmon Fire District
North County Community Health Center
Superstition Mt Community Facilities District
Tucson Airport Authority
Valley Metro Regional Public Transit Authority
Williams Gateway Airport Authority

School Districts

Littleton Elementary School District #65
Madison Elementary School District #38
Mammoth-San Manuel Unified School District #8
Marana Unified School District #6
Maricopa Regional School District #509
Maricopa Unified School District #20
Mayer Unified School District #43
Mesa Unified School District #4
Mobile Elementary School District #86
Mohawk Valley School District #17
Murphy Elementary School District #21
Naco Unified School District #9
Nadaburg Elementary District #81
Nogales Unified School District #1
Osborn Elementary School District #8
Page Unified School District #8
Paradise Valley Unified School District #69
Parker Unified School District #27
Patagonia Elementary School District #6
Patagonia Union High School District #92
Payson Unified School District #10
Peach Springs Unified School District #8
Pendergast Elementary School District #92
Peoria Unified School District #11
Phoenix Elementary School District #1
Phoenix Union High School District #210
Picacho Elementary School District #33
Pine Strawberry Elementary School District #12
Pinon Unified School District #4
Prescott Unified School District #1
Quartzsite Elementary School District #44
Queen Creek Unified School District #95
Riverside Elementary School District #2
Roosevelt Elementary School District #66
Round Valley Unified School District #10
Sacaton Elementary School District #18

Agua Fria Union High School District #216
 Alhambra Elementary School District #68
 Amphitheater Unified School District #10
 Antelope Union High School District #50
 Apache Junction Unified School District #43

 Arlington Elementary School District #47
 Avondale Elementary School District #44
 Balsz Elementary School District #31
 Beaver Creek School District #26
 Benson Unified School District #9
 Bisbee Unified School District #2
 Blue Ridge Unified School District #32
 Buckeye Elementary School District #33
 Buckeye Union High School District #201
 Camp Verde Unified School District #93
 Cartwright Elementary School District #83
 Casa Blanca Middle School dba Vah Ki Middle School
 Casa Grande Elementary School District #4
 Casa Grande Union High School District #82
 Catalina Foothills Unified School District #16
 Cave Creek Unified School District #93
 Cedar Unified School District #25
 Chandler Unified School District #80
 Chinle Unified School District #24
 Chino Valley Unified School District #51
 Colorado River Union High School District #2
 J O Combs Unified School District #44
 Coolidge Unified School District #9
 Cottonwood – Oak Creek School District #6
 Crane Elementary School District #13
 Deer Valley Unified School District #97
 Douglas Unified School District #27
 Dysart Unified School District #89
 East Valley Institute of Technology #401
 Flagstaff Unified School District #1
 Florence Unified School District #1

Saddle Mountain Unified School District #90
 Safford Unified School District #1
 Sahuarita Unified School District #30
 Santa Cruz Valley Unified School District #35
 Santa Cruz Valley Union High School District #840
 Scottsdale Unified School District #48
 Sedona-Oak Creek Unified School District #9
 Sentinel Elementary School District #71
 Show Low Unified School District #10
 Sierra Vista Unified School District #68
 Snowflake Unified School District #5
 Somerton Elementary School District #11
 Stanfield Elementary School District #24
 St David Unified School District #24
 St Johns Unified School District #1
 Sunnyside Unified School District #12
 Tempe Elementary School District #3

 Tempe Union High School District #213
 Toltec Elementary School District #22
 Tolleson Elementary School District #17
 Tolleson Union High School District #214
 Tombstone Unified School District #1
 Tuba City Unified School District #15
 Tucson Unified School District #1
 Union Elementary School District #62
 Vail Unified School District #20
 Valley Union High School District #22
 Washington Elementary School District #6
 Welton Elementary School District #24
 Whiteriver Unified School District #20
 Wickenburg Unified School District #9
 Wilcox Unified School District #13
 Wilson Elementary School District #7
 Window Rock Unified School District #8
 Winslow Unified School District #1
 Young Elementary School District #5
 Yuma Elementary School District #1

Yuma Union High School District #70

Survey Information

While all members of SAVE are eligible to use these contracts, the following Districts have specifically expressed an interest in using these contracts via survey conducted electronically by the lead district. The annual estimated expenditure for each district is listed for the convenience of the Offerors.

DISTRICT	ESTIMATED ANNUAL USAGE
Cartwright School District	\$100,000.00
Cave Creek Unified School District	\$30,000.00
Chandler Unified School District	\$100,000.00
Deer Valley Unified School District	\$25,000.00
Flagstaff Unified School District	\$25,000.00
Gilbert Unified School District	\$205,000.00
Glendale Elementary School District	\$10,000.00
Kyrene Elementary School District	\$75,000.00
Mesa Public Schools	\$75,000.00
Paradise Valley Unified School District	\$50,000.00
Pendergast Elementary School District	\$53,500.00
Phoenix Union High School District	\$75,000.00
Queen Creek Unified School District	\$50,000.00
Tempe Union High School District	\$83,000.00
Tolleson Union High School District	\$25,000.00
Washington Elementary School District	\$100,000.00
TOTAL	\$1,081,500.00

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DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at "<http://www.azleg.state.az.us/ars/ars/htm>"

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at "http://www.sosaz.com/public_services/Title_07/7-02.htm"

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at "<http://ftp.fedworld.gov/pub/irs-pdf/fw9.pdf>"



UNIFORM INSTRUCTIONS TO OFFERORS

1. DEFINITION OF TERMS

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

- A. **"Attachment"** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **"Contract"** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement 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. **"Contractor"** means any person who has a contract with the School District/public entity.
- E. **"Days"** means calendar days unless otherwise specified.
- F. **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. **"Offeror"** means a vendor who responds to a Solicitation.
- I. **"Procurement Officer"** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- J. **"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 Proposal.
- K. **"Responsive Offeror"** means the Offeror who submits a Proposal that conforms in all material respects to this Request For Proposals, Instruction to Offerors and the Plans and Specifications which are incorporated herein by this reference.
- L. **"Solicitation"** means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP").
- M. **"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.
- N. **"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.
- O. **"School District/Public Entity"** means the School District/public entity that executes the Contract.

2. INQUIRIES

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Proposal Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. PROPOSAL PREPARATION

- A. Forms: No Facsimile or Electronically Submitted Proposals. An Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile or electronically submitted Proposal shall be rejected.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer must 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 applicable law.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of an 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 in a clearly identified separate section of the Proposal 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 Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable taxes 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.
- K. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
 - 1. Addenda/Amendments
 - 2. Special Terms and Conditions;
 - 3. Uniform General Terms and Conditions;
 - 4. Statement of Scope of Work;
 - 5. Specifications;
 - 6. Attachments;
 - 7. Exhibits;
 - 8. Special Instructions to Offerors; and
 - 9. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. **SUBMISSION OF OFFER**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Proposal Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

- C. Public Record. Under applicable law, all 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 Arizona School District/public entity's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
1. 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 quoted 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
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
 3. By submission of this proposal, 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; and
 4. 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.

5. **ADDITIONAL PROPOSAL INFORMATION**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor. Arizona Transaction privilege and use taxes shall not be considered when evaluating Offers.
- C. Late Proposals. A Proposal submitted after the exact Proposal due date and exact time shall be rejected.
- D. Disqualification. A Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).

- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all Offers or portions thereof; or
 - 3. Cancel a Solicitation.

6. **AWARD**

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/Public Entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/Public Entity's interest, "all or none" 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 Proposal is accepted in writing by the District/Public Entity with an authorized signature on the Offer and Acceptance Form. 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 Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of its Governing Board, if applicable.

7. **PROTESTS**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the *District Representative*, Frank Fletcher, Associate Superintendent for Support Services. 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 within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

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



UNIFORM GENERAL TERMS AND CONDITIONS

1. CONTRACT INCEPTION

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. CONTRACT ADMINISTRATION AND OPERATION

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 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, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An

authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/Public Entity.

3. **COSTS AND PAYMENTS**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
 - 1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

4. **CONTRACT CHANGES**

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

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

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. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. **WARRANTIES**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
 - 1. A quality to pass without objection in the trade under the Contract description;
 - 2. Fit for the intended purposes for which the materials or services are used;
 - 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 - 4. Adequately contained, packaged and marked as the Contract may require; and
 - 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District/Public Entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. **SCHOOL DISTRICT/PUBLIC ENTITY'S CONTRACTUAL REMEDIES**

- A. Right to Assurance. If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 - 1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be

specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. **CONTRACT TERMINATION**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or

condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.
3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.

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

9. **CONTRACT CLAIMS**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and AAC R7-2-155 through R7-2-1181 and rules adopted there under.

10. **COOPERATIVE PURCHASING**

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Greater Phoenix Purchasing Consortium of Schools "GPPCS" is a group of schools/public entities who have signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by a selected eligible School District for the benefit of all eligible School Districts/public entities.

- A. An eligible School District/Public Entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other Offeror for the same or similar products, materials, and/or services.
- B. The eligible School District/Public Entity shall:
 1. Insure that Purchase Orders issued against eligible Consortium Contracts are in accordance with terms and prices established in the Consortium Contract.
 2. Make timely payment to the Consortium Contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible School District shall be the exclusive obligation of the School District.
 3. Be responsible for the ordering of materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible School District/Public Entity, and the eligible School District/Public Entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible School District.
 4. The exercise of any rights or remedies by the eligible School District/Public Entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

11. **GIFT POLICY**

The Greater Phoenix Purchasing Consortium of Schools (GPPCS) will accept no gifts, gratuities or advertising products from Offerors. The GPPCS has adopted a zero tolerance policy concerning Offeror gifts. Members of the GPPCS may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

12. **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.

13. **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.

14. **CONTRACTOR'S EMPLOYMENT ELIGIBILITY**

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

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

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

15. **TERRORISM COUNTRY DIVESTMENTS**

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

16. **FINGERPRINT CLEARANCE CARDS**

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

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

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.

17. **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 District 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.

18. **CONFIDENTIAL/PROPRIETARY INFORMATION**

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.

Pricing: The District will not consider pricing to be confidential or proprietary.

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 by appointment.



SPECIAL TERMS AND CONDITIONS

1. **PURPOSE;** The Chandler Unified School District (CUSD) requests competitive sealed proposals for Outdoor Educational Campground Facilities as described in this Request for Proposal. The use of such facilities will be at the discretion of the site administrator at each school. Other SAVE members may participate in this contract per the terms and conditions listed in this solicitation. The District does not guarantee any set dollar amount for the duration of this contract.
2. **AUTHORITY:** This solicitation as well as any resultant contract is issued under the authority of the District Purchasing Administrator. No alteration of any resultant contract may be made without the expressed written approval of the District Purchasing Administrator in the form of an official 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 the legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and /or debarment of the contractor.
3. **AWARD BASIS:** The successful offeror will be determined by Evaluation Criteria including but not limited to pricing, or other incentives offered. The Chandler Unified School District reserves the right to award as many term contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone.

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.

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 over the signature of the person signing the proposal form. Such appendages shall be considered part of the offeror's formal proposal. For the absence of any statements of deviation or exception, the proposal shall be accepted as in strict compliance with all terms and conditions.

If a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation, or is unable to hold proposal price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next lowest ranked vendor.

4. **BILLING:** All billing notices must be sent to each district's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Chandler Unified School District or a member of the GPPCS will refer to the RFP number of this Proposal.
5. **CLARIFICATION/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 response to an inquiry from the District 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.

Discussions: After the initial receipt of proposals, the District reserves the right to conduct discussions with those offerors whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between the District and offeror are conducted for the purpose of clarifications involving information essential for determining the acceptability of a proposal or that provides offeror an opportunity to revise or modify its proposal. The District will not help offeror bring its proposal up to the level of other proposals through discussions. The District will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it

provide any information about other offerors' proposals or prices.

6. CONFIDENTIAL INFORMATION:

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

Pricing: The District will not consider pricing to be confidential or proprietary.

Public record: All proposals submitted in response to this solicitation shall become the property of the District. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the District.

7. CONTRACT TYPE: Fixed Price, Term contract

8. CONTRACT EXTENSION: This contract shall be valid from July 1, 2014 through June 30, 2015. The parties agree that this contract may be renewed at the initiative and option of the District for up to four (4) additional years in increments of one year or less. Approximately one hundred twenty (120) days before the anniversary date of this agreement, the parties will meet to discuss a proposed renewal of this agreement and the factors related to such a renewal. If the parties cannot agree on terms for the renewal period, at least ninety (90) days before the anniversary date, the agreement will expire as scheduled.

9. CONTRACT CANCELLATION (10 DAY): The District reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The District shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contract fails to complete the work required or furnish the materials required within the time stipulated by the contract;

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.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the District resorting to any single or combination of the following remedies.

A. Cancel any contract;

B. Reserve all rights or claims to damage for breach of any covenant of the contract;

C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.

D. In case of default, the District reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The District may recover 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.

- 10. CONTRACT TERMINATION (CONVENIENCE):** Any contract entered into as a result of this solicitation is for the convenience of the District and as such, may be terminated without default of the District by providing a written thirty (30) day notice of termination.
- 11. EVALUATION SCHEDULE:** The proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The proposals with the highest scores may be interviewed to determine the best interests of the District.
- 12. INSURANCE:**
- A. Insurance
- Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.
- Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Chandler Unified School District and Members of the Greater Phoenix Purchasing Consortium of Schools "GPPCS" as an additional insured party.
- Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.
- B. Safety
- Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970
- 13. MULTIPLE AWARD:** The District reserves the right to make a multiple award to more than one supplier. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District.
- 14. PRICE CLAUSE:** Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal. After initial contract term and prior to any contract renewal, the Chandler Unified School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon

acceptance of the Chandler Unified School District.

15. The District will not be bound by oral interpretations, explanations, or instructions given at any time during the competitive proposal process. Official revisions to the Request for Proposal will be given by way of an addendum from Purchasing.
16. **PERFORMANCE EVALUATION SURVEY:** It is the vendor's responsibility to fill out and send this form to current or previous clients who have used your facilities.



EVALUATION CRITERIA

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. 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.

ITEM	EVALUATION CRITERIA	WEIGHT	X	RATING	=	POINTS
1.	Responsiveness of the proposal in clearly stating and understanding the scope of services, and in meeting the requirements of the RFP	20	X		=	
2.	Past performances	5	X		=	
3.	District's assessment of the offeror's abilities to meet and satisfy the needs of the District, taking into consideration additional services, or expertise offered, that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications	40	X		=	
4.	Information obtained by the District from offeror's references or other clients	5	X		=	
5.	Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.	30	X		=	
	TOTAL POINTS					

This proposal will be evaluated on a cumulative point system

Rating

Outstanding	7
	6
Good	5
	4
Average	3
	2
Poor	1
Not addressed or unacceptable	0



SCOPE OF SERVICES

The District is seeking campgrounds that have the facilities to host our students in an outdoor educational experience. The use of such facilities will be at the discretion of the site administrator at each school. The District's intent is to provide our schools a number of facilities from which to choose. The District does not guarantee any set dollar amount for the duration of this contract.

MINIMUM FACILITY SPECIFICATIONS

1. Provide lodging facilities for programs ranging from one night to one week in duration.
2. Provide meals during program. One night would consist of at least 5 meals, Two nights would consist of 6 meals, etc. Two meals per day should be hot meals.
3. Separate dorms for male and female students.
4. Hot shower facilities
5. Phone and fax service available.
6. Twenty-four hour visible security.
7. Separate supervising adult room adjacent to student rooms.
8. Recreation or gym facility. (Preferably a gym facility)
9. Non-staffed health office.
10. Outdoor instruction area.
11. Facilities within a two to three hour drive from Phoenix Metro area.



QUESTIONNAIRE

Item	Question	Yes	No
1.	Separate dorms for male and female students		
2.	Recreation area		
3.	Gym facility		
4.	Outdoor instruction area		
5.	Non-staffed health office		
6.	Twenty-four hour visible security		
7.	Separate room for supervising adult		
8.	Hot showers		
9.	Phone and fax service		
10	Do your employees have background verification		
	If yes, please describe in detail background investigation performed on employees.		

11. What is the ratio of employees to clients? _____
12. Number of hot meals served per day. _____
13. Distance of facility from Phoenix Metro Area _____ miles
14. What is the minimum deposit required. _____
15. What is the timeline required for reserving facility. _____
16. What is the penalty for canceling reservations. _____
17. What are the check in & out times. _____



PROPOSAL REQUIREMENTS

Three (3) copies of your proposal must be submitted with one clearly marked “**ORIGINAL**”. The Chandler Unified School District will not assume responsibility for any costs related to the preparation or submission of the proposal. In order for your proposal to be considered, the following should be included and should be referenced with ***index tabs***:

- Tab 1. A brief history/description of facility offered. **Include a brochure of proposed facilities and website, if applicable.**
- Tab 2. A detailed review of all services to be provided in sufficient detail to be able to fully understand all services to be received and what the District would be responsible for providing during the stay. Include sample of daily menu.
- Tab 3. The form of contract for any award made as a result of this proposal will be a district purchase order (issued annually), referencing this RFP, which shall be considered a part of the contract. The amount will be based upon the fees shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposal contract must be included with the proposal.
- Tab 4. Questionnaire
- Tab 5. Proposal Cost Form. Provide a per person cost per day for the services described in Tab 2. Clearly detail any fees associated with additional services your facility has available but not requested in the solicitation. Also include refund policy for canceled trips.
- Tab 6. List three (3) references, preferably from Arizona School Districts. List names of organization, person to contact, phone numbers, brief description and length of time services were provided.
- Tab 7. Insurance
- Tab 8. Detail background investigation performed on employees, if applicable.
- Tab 9. Offer and Acceptance Form.
- Tab 10. Notarized Non-collusion Affidavit.
- Tab 11. Signed I.R.S. W-9 Form, Request for Taxpayer I.D. Number. A copy of this form may be obtained from “<http://ftp.fedworld.gov/pub/irs-pdf/fw9.pdf>”.



PROPOSAL COST FORM

I/We, the undersigned, propose to provide the services necessary for the scope of services and specifications.

Cost per person for one night 5 meals Student \$_____ Teacher \$_____

Cost per person for two nights 6 meals Student \$_____ Teacher \$_____

Clearly detail any additional cost not included in the above fee on firm's letterhead.

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

Would you be willing to allow other members of the "GPPCS" or "SAVE" to piggy-back and purchase from the contract if awarded through this RFP?* ☐ Yes ☐ No

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

Name of Company Proposing

Date Signed

Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with Company

Mailing Address

City

State

Zip



OFFER AND ACCEPTANCE

RFP 02-15-18 Outdoor Educational Campground Facilities

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

E-Mail: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

ACCEPTANCE OF OFFER

When countersigned below, the offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. _____.

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

Awarded this _____ **day of** _____ **20** _____

AUTHORIZED SIGNATURE

State of Arizona)
County of) ss.

the _____
(Title)

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

(Title)

County of _____



PERFORMANCE EVALUATION SURVEY

Top portion is to be completed by the vendor. Bottom portion is to be completed by the past clients.

To the Attention of:

Name of Client's Company: _____

Phone: _____

Company being surveyed: _____

Subject: _____

To Whom It May Concern:

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

The company listed above has chosen to participate in this solicitation. They have listed you as a client that they have provided goods/services for in the past. Both the company and Chandler Unified School District would greatly appreciate you taking a few minutes to complete the questionnaire.

Please evaluate the performance of the vendor (10 meaning always satisfied and have not question about using again, 5 meaning Sometimes satisfied, and 1 meaning your are very Dissatisfied and would not use them again). If you do not have past performance in a particular area, leave it blank.

No.	Criteria	Unit	Score
1	Ability to maintain schedule	(1-10)	
2	Quality of goods/services	(1-10)	
3	Close out process (invoicing, no unexpected fees)	(1-10)	
4	Communication with District	(1-10)	
5	Ability to follow District rules, regulations and requirements	(1-10)	
6	Overall customer satisfaction (comfort level in using vendor again)		

Total Points _____

Thanks you for your time and effort in assisting the vendor in this important endeavor. Please fax this questionnaire to Chandler Unified School District at (480) 224-9006 by March 19, 2014, 11:00 a.m.

Signature

Date

Printed Name

Title

Company being surveyed