	<b>NOTICE OF REQUEST FOR PROPOSAL</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-002-1314</b> PROJECT: <b>RECLASSIFICATION STUDY</b>	Page 1 Of 43	

Check here and return for - **NO BID**:

Your Company Name: \_\_\_\_\_

**Designated Agency:** CRANE ELEMENTARY SCHOOL DISTRICT NO. 13

**Material or Service:** RECLASSIFICATION STUDY

**Contract Type:** FIXED

**Contract Period:** OCTOBER 2013 – OCTOBER 2014  
OPTIONAL ANNUAL RENEWAL FOR (4) FOUR  
ADDITIONAL YEARS

**Opening Date:** FRIDAY, SEPTEMBER 20, 2013 – 2:00 PM MST

**Bid Opening Location:** J. MICHAEL WICKS SUPPORT SERVICES CENTER  
900 S. AVENUE C, YUMA, AZ 85364

**Contact Name:** JENNIFER BOSCH

**Telephone:** (928) 373-3415

**Fax:** (928) 783-8465

**E-mail:** JBOSCH@CRANESCHOOLS.ORG

 	<b>REQUEST FOR PROPOSAL</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 2 Of 43	


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 **Crane Elementary School District #13**, 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 **(928) 373-3415**

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 using the District provided label and/or 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 solicitation is being done by the **Crane Elementary School District #13** as a member of the Yuma Educational Purchasing Association (YEPA) and the Strategic Alliance of Volume Expenditures (SAVE) Cooperative. While this Bid is for the **Crane Elementary School District #13**, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorized and governs intergovernmental procurements. Members of "YEPA" and "SAVE" are school districts and other public agencies 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 other public agencies identified therein, recognizing potential equipment, logistical and capacity limitations by vendor may limit "piggybacking" of this award. Individual school districts would negotiate service with successful vendors using the bid pricing quoted herein. No volume is implied or guaranteed.


VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID.


---

Jennifer Bosch,  
Procurement Manager  
(928) 373-3415  
(928) 783-8465 Fax

September 5, 2013  
Date

 	<b>COOPERATIVE PURCHASING</b>		Crane School District #13
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 3 Of 43	Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465

This solicitation is being done by the Crane Elementary School District #13 as a member of the Yuma Educational Purchasing Association (YEPA) and the Strategic Alliance of Volume Expenditures (SAVE) and is acting as lead district. Any contract resulting from this solicitation shall be for the use of its members. In order to participate in any resultant contract, a school district must have entered into a cooperative purchasing agreement with YEPA and/or SAVE as required by School District Procurement Rule A.A.C. R7-2-1095. No volume is implied or guaranteed.

Below is a list of current member districts in the Cooperative who potentially may wish to utilize this contract. Other school districts in and around Yuma County or within the State of Arizona may be added during the term of the contract by YEPA or SAVE with the approval of the lead district and the contract vendor. The estimated volume of purchases by other districts within YEPA and/or SAVE have been taken into consideration by the lead district and all other school districts or public entities that are not members of YEPA or SAVE are prohibited from using the contract.

**Yuma Educational Purchasing Association Cooperative Purchase Agreements**

- |  |   |
|--|---|
| Antelope Union High School District No. 50 | Mohawk Valley School District No. 17      |
| Arizona Western College                    | Somerton School District No. 11           |
| City of San Luis                           | Wellton Elementary School District No. 24 |
| City of Yuma                               | Yuma County                               |
| Crane Elementary School District No. 13    | Yuma Elementary School District No. 1     |
| Gadsden School District No. 32             | Yuma Union High School District No. 70    |

This request for Proposal is being facilitated by the **Crane Elementary School District #13**, as a member of the Strategic Alliance of Volume Expenditures. Below is a list of current members in this co-operative who potentially may wish to utilize this contract. **No volume is implied or guaranteed.**

**Strategic Alliance of Volume Expenditures "SAVE", as of March 18, 2013**

**Municipalities**

- City of Apache Junction
- City of Avondale
- City of Bullhead City
- City of Casa Grande
- City of Chandler
- City of Cottonwood
- City of Douglas
- City of Eloy
- City of Flagstaff
- City of Glendale
- City of Goodyear
- City of Maricopa
- City of Mesa
- City of Page
- City of Peoria
- City of Phoenix
- City of Prescott
- City of Safford
- City of Scottsdale
- City of Sierra Vista
- City of Somerton
- City of Surprise
- City of Tempe
- City of Tolleson
- City of Tucson
- City of Willcox
- City of Winslow
- City of Yuma
- Town of Buckeye
- Town of Camp Verde



- Town of Cave Creek
- Town of Chino Valley
- Town of Florence
- Town of Fountain Hills
- Town of Gila Bend
- Town of Gilbert
- Town of Marana
- Town of Miami
- Town of Oro Valley
- Town of Paradise Valley
- Town of Prescott Valley
- Town of Queen Creek
- Town of Sahuarita
- Town of Superior
- Town of Wickenburg

**Counties**

- Apache County
- Cochise County
- Coconino County
- Gila County
- Graham County
- La Paz County
- Maricopa County
- Mohave County
- Navajo County
- Pima County
- Pinal County
- Santa Cruz County
- Yavapai County
- Yuma County

RFP: C-002-1314 – **RECLASSIFICATION STUDY**

Sealed Proposal Due: Friday, September 20, 2013 at 2:00 P.M. Mountain Standard Time

 	<b>COOPERATIVE PURCHASING</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
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#### Higher Education

Arizona State University  
Arizona Western College  
Central Arizona College  
Central Arizona Valley Institute of Technology (CAVIT)  
Cochise County Community College District  
Coconino County Community College District  
Diné College  
East Valley Institute of Technology (EVIT)  
Gila Institute for Technology, a Joint Technology Education District (JTED)  
Graham County Community College District  
Maricopa Community College District  
Mohave Community College  
Northern Arizona University  
Pima Community College  
Pima Prevention Partnership dba Pima Partnership Academy,  
Pima Partnership High School &  
Phoenix Collegiate High School  
University of Arizona  
Yavapai College

#### Political Agencies

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

#### Misc. Agencies

Central Arizona Water Conservation District (CAWCD)  
Central Yavapai Fire District  
Drexel Heights Fire District  
Fire District of Sun City West  
Mary C. O'Brien ASD  
Mountain Institute JTED  
Mt. Lemmon Fire District  
North Country Community Health Center  
Northeast AZ Tech Institute of Voc Ed  
Northwest Fire District  
Pima County Joint Technology District #11 (JTED)  
Pima County School Reserve Fund  
Shonto Preparatory Schools  
Superstition Mtn Community Facilities District  
Sun City West Fire District



#### School Districts

Agua Fria Union High School District # 216  
Alhambra Elementary School District # 68  
Altar Valley School District #51  
Amphitheater Unified School District #10  
Antelope Union High School #50  
Apache Junction Unified School District # 43  
Arlington Elementary School District #47  
Ash Fork Joint Unified School District  
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

Bonita School District #6  
Bouse Elementary School District  
Buckeye Elementary School District #33  
Buckeye Union High School District #201  
Bullhead City Elementary School District #15  
Camp Verde Unified School District #28  
Cartwright Elementary School District #83  
Casa Blanca Middle School dba Vah Ki Middle School  
Casa Grande Elementary School District  
Casa Grande Union High School District  
Catalina Foothills Unified School District #16  
Cave Creek Unified School District #93  
Cedar Unified School District #25  
Chandler Unified School District # 80  
Chinle Unified School District #24  
Chino Valley Unified School District #51  
Clarkdale-Jerome School District #3  
Coconino County Regional Accommodation District #99  
Colorado River Union High School District  
Continental Elementary School District #39  
Coolidge Unified School District #21  
Cottonwood-Oak Creek School District #6  
Crane Elementary School District # 13  
Creighton School District #14  
Deer Valley Unified School District #97  
Double Adobe Elementary School District #45  
Douglas Unified School District #27  
Dysart Unified School District # 89  
Eloy Elementary School District #11  
Elfrida Elementary School District #12  
Flagstaff Unified School District # 1  
Florence Unified School District # 1  
Flowing Wells Unified School District #8  
Fort Huachuca Accommodation School District  
Fort Thomas Unified School District #7  
Fountain Hills Unified School District #98  
Fowler Elementary School District #45  
Gadsden Elementary School District # 32  
Ganado Unified School District #20  
Gila Bend Unified Schools  
Gilbert Unified School District #41  
Glendale Elementary School District #40  
Glendale Union High School District  
Globe Unified School District #1  
Grand Canyon Unified School District #4  
Hackberry Elementary School District #3  
Heber-Overgaard Unified School District #6  
Higley Unified School District #60  
Holbrook Unified School District #3  
Humboldt Unified School District #22  
Hyder Elementary School District #6  
Indian Oasis-Baboquivari School District #40  
Isaac Elementary School District # 5  
J.O. Combs Elementary School District #44  
Joseph City Unified School District #2  
Kayenta Unified School District #27  
Kingman Unified School District #20  
Kyrene Elementary School District #28  
Lake Havasu Unified School District # 1  
Laveen Elementary School District #59  
Liberty Elementary School District #25  
Litchfield Elementary School District #79  
Littlefield Unified School District #9  
Littleton Elementary School District #65  
Madison Elementary School District #38

RFP: C-002-1314 – **RECLASSIFICATION STUDY**

Sealed Proposal Due: Friday, September 20, 2013 at 2:00 P.M. Mountain Standard Time

 	<b>COOPERATIVE PURCHASING</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
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**School Districts (continued)**

Maine Consolidated School District Mammoth-San Manuel Unified School District #8 Marana Unified School District #6 Maricopa Regional School District #509 Maricopa Unified School District Mayer Unified School District #43 Mesa Unified School District # 4 Mobile Elementary School District #86 Mohave Valley Elementary School District #16 Mohawk Valley School District # 17 Morenci Unified School District #18 Murphy Elementary School District #21 Naco Unified School District #9 Nadaburg Elementary District #81 Nogales Unified School District # 1 Osborn Elementary School District #8 Page Unified School District #8 Palo Verde Elementary School District #49 Paradise Valley Unified School District #69 Parker Unified School District #27 Patagonia Elementary School District #6 Patagonia Union High School District #92 Payson Unified School District #10 Peach Springs Unified School District #8 Pendergast School District #92 Peoria Unified School District #11 Phoenix Elementary School District # 1 Phoenix Union High School District #210 Picacho Elementary School District #33 Pima Unified School District #6 Pine Strawberry Elementary School District #12 Pinon Unified School District #4 Prescott Unified School District #1 Quartzsite Elementary School District #4 Queen Creek Unified School District # 95 Red Mesa Unified School District #27 Riverside Elementary School District #2 Roosevelt Elementary School District # 66 Round Valley Unified School District #10 Sacaton Elementary School District #18 Saddle Mountain Unified School District #90 Safford Unified School District #1	Sahuarita Unified School District #30 San Carlos Unified School District #20 Sanders Unified School District #18 Santa Cruz Valley Unified School District #35 Santa Cruz Valley 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 #21 St. Johns Unified School District Sunnyside Unified School District #12 Superior Unified School District #15 Tanque Verde Unified School District #13 Tempe Elementary School District # 3 Tempe Union High District # 213 Thatcher Unified Schools 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 Union Elementary School District #62 Vail Unified School District #20 Valley Union High School District #22 Washington Elementary School District # 6 Wellton Elementary School District #24 West-MEC District #402 Whiteriver Unified School District #20 Wickenburg Unified School District #9 Willcox Unified School District Williams Unified School District #2 Wilson Elementary School District #7 Window Rock Unified School District #8 Winslow Unified School District #1 Young Public School District Yuma Elementary School District # 1 Yuma Union High School District # 70
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Visit <http://www.maricopa.gov/procurement/PubDocuments/SAVE-members.pdf> for the most recent listing

RFP: C-002-1314 – **RECLASSIFICATION STUDY**

Sealed Proposal Due: Friday, September 20, 2013 at 2:00 P.M. Mountain Standard Time

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**DOCUMENTS REFERENCED:**

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

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

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at  
[http://www.azsos.gov/public\\_services/Title\\_07/07\\_table.htm](http://www.azsos.gov/public_services/Title_07/07_table.htm)

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at  
<http://www.azpurchasing.org/docs/w-9.pdf>



 	<b>UNIFORM INSTRUCTIONS TO OFFERORS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 (928) 373-3415 Fax: 928-783-8465
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## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“School District/Public Entity”** means the School District/public entity that executes the contract.
- L. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- 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.

 	<b>UNIFORM INSTRUCTONS TO OFFERORS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 (928) 373-3415 Fax: 928-783-8465
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## 2. Inquiries

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

## 3. Offer Preparation

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





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- B. Typed or Ink: Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's Preprinted or standard terms will not be considered as a part of any resulting Contract.

Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

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

- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District/public entity will conclude that the price(s) offered includes all applicable taxes.

 	<b>UNIFORM INSTRUCTIONS TO OFFERORS</b>		Crane School District #13
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K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

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

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

#### 4. **Submission of Offer**



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

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

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

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

1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and

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2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

## 5. Evaluation

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
  1. Waive any minor informality;
  2. Reject any and all offers or portions thereof; or
  3. Cancel a solicitation.

## 6. Award

- A. Number or Types of Awards. Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. Multiple awards will be made to the least number of vendors required to meet the needs of the participating Districts. The Procurement Officer makes the determination if an aggregate award to one Offeror is not in the School District/public entity's interest. "All or none" Offers shall be rejected.


 	<b>UNIFORM INSTRUCTIONS TO OFFERORS</b>		Crane School District #13
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- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

7. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Mike Wicks, Executive Director of Management 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 with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

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



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## UNIFORM GENERAL TERMS AND CONDITIONS

### 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District/public Entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. **“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.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District/Public Entity”** means the School District or public entity that executes the Contract.

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## 2. **Contract Interpretation**



- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona 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. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
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
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No 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.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

## 3. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

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Sealed Proposal Due: Friday, September 20, 2013 at 2:00 P.M. Mountain Standard Time

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- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/public entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

**4. Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/public entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
  - 1. Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

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2. State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.

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



**5. Contract Changes**

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

**6. Risk and Liability**

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





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- 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.

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.

Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
  - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ;  
or
  - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

7. **Warranties**

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

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

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

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

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


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

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.

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

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otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 8. School District/Public Entity's Contractual Remedies

- A. Right to Assurance. If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/public entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.  
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.
- If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District/public entity under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/public entity or damages assessed by the School District/public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

## 9. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an



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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.  
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.

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.

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

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

**10. Contract Claims**

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



**11. Cooperative Purchasing**

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

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

**12. Gift Policy**

YEPA and SAVE will accept no gifts, gratuities or advertising products from vendors. YEPA and SAVE have adopted a zero tolerance policy concerning vendor gifts. Members of YEPA and/or SAVE may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

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**13. Contract'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.

**14. Fingerprint Checks**

A contractor, subcontractor, or any employee of a contractor, subcontractor or vendor, who is contracted to provide services at least once a month for two or more months during the fiscal year at an individual school, shall obtain a valid fingerprint clearance card pursuant to A.R.S. 41-1758 et seq. The Superintendent, or Superintendent approved designee(s), may exempt the fingerprint requirement upon determined that the contractor, subcontractor, vendor or any employee of a contractor, subcontractor or vendor is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services at the school.

**15. 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 provisions applies to work performed by subcontractors at all tiers.

 	<b>SPECIAL TERMS AND CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 (928) 373-3415 Fax: 928-783-8465
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**PURPOSE**

The purpose of this Request for Proposal is to enter into a contract with one or more vendors who can provide a **Reclassification Study** for Crane Elementary School District and participating members of YEPA and/or SAVE.

**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 contract, 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 the Crane Elementary School District #13 and Members of the Yuma Educational Purchasing Association "YEPA" and the Strategic Alliance of Volume Expenditures "SAVE" 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.

**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.

**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 asked to provide additional information and/or be interviewed to determine the best interests of the District.

**TERMS OF AWARD**



It is the intent of the District to award a multi-term contract, beginning during the fiscal year 2013-2014, and continuing for one year after award. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

**SINGLE/MULTIPLE AWARDS**

The Districts intend to award a contract under this solicitation to a single vendor.

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.

The District reserves the right to make a multiple award at the discretion of the Governing Board.

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In order to assure that any ensuing contracts will allow the District to fulfill current and future requirements, the District reserves the right to award contracts to multiple suppliers. The actual utilization of any contract will be at the sole discretion of the District.

**AWARD BASIS**

The successful proposal will be determined by Evaluation Criteria including but not limited to pricing, or other incentives offered. RFP's are awarded to the most advantageous proposal offering as determined by the District using the Evaluation Criteria listed within this document.

Discussions may be conducted with responsible offerors who 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. Offerors shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and before award for the purpose of obtaining best and final offers.



Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the solicitation, or on the offeror's letterhead over the signature of the person signing the bid form. Such appendages shall be considered part of the offeror's formal offer. 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 contractor receives an award, an order is placed and contractor is unable to meet the delivery requirements, meet service requirements, or material that meets the Districts needs as outlined in this Invitation for Bid, or is unable to hold Proposal price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with bid specifications, as determined by the District, the District reserves the right to go to the next lowest Proposal price of equal quality which meets bid specifications. If the bid item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to each district's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

**EVALUATION CRITERIA**

During the course of the selection process, all prospective Offerors are cautioned not to contact School Board Members, Selection Committee Members or attempt to persuade or promote through other channels. Representatives of the District will read, review and evaluate the proposals based on the evaluation criteria. The proposals with the highest scores may be asked to provide additional information and/or be interviewed to determine the best interests of the District. 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. The District may request additional clarification to information received in the proposal. 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.



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Offers will be evaluated and scored by the specified evaluation criteria. Cost alone The following represents the criteria that will be considered during the evaluation process.

- 1.1. Expertise and Reliability of the Offeror. (500 pts)
- 1.2. Expertise and Reliability of Offeror's Key Personnel. (400 pts)
- 1.3. Method of Approach. (300 pts)
- 1.4. Cost. (200 pts)
- 1.5. Compliance with Terms and Conditions and other RFP requirements. (100 pts)

**BILLING**

All billing notices must be sent to the district's accounts payable department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued **by Crane Elementary School District #13** or a member of the YEPA or SAVE will refer to the RFP number of this bid.

**PRICE CLAUSES**

Prices shall be firm for the term of the contract. Prices as stated must be complete for the products & services offered and shall include all associated costs, including delivery. **DO NOT** include sales tax on any item in the solicitation.

After initial contract term and prior to any contract renewal, the **Crane Elementary School District #13** will review fully documented requests for price increases that could not have been foreseen or predicted for the **RECLASSIFICATION STUDY** 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 **Crane Elementary School District #13**.

Upon receipt of the notification, CESD No. 13 will review with the vendor, by the district's choice either in person or over the phone the changes. The adjustments will go into effect for any new purchase orders. CESD No. 13 will notify YEPA and SAVE members by email of the changes.

**BEST AND FINAL OFFERS**



If discussions are conducted pursuant to R7-2-1047, the District 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.

**CONFIDENTIAL INFORMATION**

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.

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

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.

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### SMALL ORDER EXCEPTIONS

Within the duration of this contract, there will be times when a singular, low balance item will appear that is low in quantity or needed immediately and small in price. In this case, the District's process of preparing a purchase order may far exceed the cost of the item(s) being ordered. In such situations, the District reserves the right to attach the small quantity/small priced item to the purchase order of another awarding vendor. This scenario is a random and infrequent situation and all awarding vendors may have equal opportunity, within the duration of the contract, to have an add-on item included in their purchase order.

### LOBBYING

PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED IN THE BUSINESS OFFICE. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

Lobby is defined as "any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities." Any Proposer or any individuals that lobby on behalf of Proposer during the time specified will result in the rejection and disqualification of said proposal.



### INQUIRIES AND CLARIFICATION OF PROPOSAL REQUIREMENTS

It is the responsibility of all vendors to examine the Proposal Package and seek clarification of any item or requirement that may be clear or unclear to them and to check all proposals for accuracy before submittal to the District. All questions related to this solicitation must be in writing, directed to Jennifer Bosch, Procurement Manager, via email to [jbosch@craneschools.org](mailto:jbosch@craneschools.org). Ms. Bosch is authorized only to direct the attention of prospective vendors to various portions of the RFP so that they may read and interpret such for themselves. Neither Ms. Bosch nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents. All inquiries shall be made at a minimum of 7 days prior to the specified solicitation opening date. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions shall be responded to as soon as possible.

- Questions are due by **September 11, 2013**, at noon, local time. All questions received will be addressed through an addendum.
- Addendum will only be posted on the AZ Purchasing website. It is the vendors' responsibility to check for any addendums at the [www.azpurchasing.org](http://www.azpurchasing.org) website.
- No addendum will be issued later than five calendar days prior to the date of receipt of proposals except an addendum withdrawing the RFP or one, which includes postponement of the date for receipt of proposals. All addendums must be acknowledged using the Addendums Acknowledgement form included in this document.
- No verbal or written information, which is obtained other than, by information in this document or by addendum to this RFP, will be binding on the District.

RFP: C-002-1314 – **RECLASSIFICATION STUDY**

Sealed Proposal Due: Friday, September 20, 2013 at 2:00 P.M. Mountain Standard Time

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**DELIVERY OF SERVICES**

Services must be received within times agreed to by the District and the Offeror. Decisions to compliance with contract services and times will be made by the District and shall be final.

**NON-EXCLUSIVE CONTACT**

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 rights to obtain like goods and services from other sources.



**POSSESSION OF FIREARMS/DRUG-FREE/SMOKE-FREE WORKPLACE**

1. Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated.
2. Possession and/or use of Tobacco Products is strictly prohibited by *ARS 36-798.03*
3. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun. *ARS 13-3102*
4. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
5. If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor.
6. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement will be terminated.

**DOCUMENTS REFERENCED**

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

- a. Arizona Revised Statutes (A.R.S.) is available at:  
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>
- b. The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: [http://azsos.gov/public\\_services/Title\\_07/7-02.htm#Article\\_10](http://azsos.gov/public_services/Title_07/7-02.htm#Article_10)
- c. I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at:  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

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## SCOPE OF WORK

### 1. PURPOSE

The purpose of this Request for Proposal is to solicit qualified firms who can provide RECLASSIFICATION STUDY services for Crane Elementary School District and participating members of YEPA and SAVE. It is anticipated that members of the cooperative groups will access the resulting award; however no volume is implied or guaranteed.

### 1. GENERAL REQUIREMENTS

- 2.1 The contractor shall conduct a classification, job evaluation, job description review with proposed revisions and updates, market compensation study for the District with a focus on reviewing, redefining/restructuring the jobs included in the study, providing appropriate new or revised job classification when necessary, and recommending appropriate stepless salary schedules and pay levels. You may download the following information from the attachment posted on the AZ Purchasing website or information regarding salaries and benefits can be found at [www.craneschools.org/hr](http://www.craneschools.org/hr).



#### 2013-2014 SALARY SCHEDULES

- A – Classified Salary Schedule
- B – Certified Salary Schedule
- C – Management Team Salary Schedule

#### 2013-2014 EMPLOYEE BENEFITS

- A – Full-Time Classified & Certified Employees Statement of Benefits
- B – Management Team Benefits
- C – Psychologist Summary of Benefits

- 2.2 The contractor shall review and provide input on compensation strategies used by the District, that is, a document which provides a framework for addressing compensation and benefits related to human resources programming. Specifically, the contractor shall review the District's existing compensation system and related human resource programs, outlining strengths and weaknesses; and provide recommendations for its improvement, specifically addressing internal equity, methods for moving employees through the pay range, performance management, and maintaining market competitiveness of the salary, thought a step less structure.
- 2.3 The contractor shall appoint a project manager to be responsible for the planning, conduct, progress, and successful completion of all activities during the study.
- 2.4 The District will be the final authority in matters of policy and approval for the overall operation of the plan and study.
- 2.5 Upon completion of the study and presentation of report(s), the contractor shall provide on-going consultation to the District relating to this project on an "as needed" basis, including free consultation for a period of one year subsequent to the completion of this project, and a fixed hourly fee for consultation purposes for years 2 and 3.
- 2.6 The contractor shall agree that no quantity of service is guaranteed under the contract and that the District does not guarantee that the contractor's services will be utilized to any degree.

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- 2.7 The contractor shall furnish qualified personnel, equipment, supplies, and services to perform the services in accordance with the provisions and requirements specified herein.
- 2.8 The responsibility of collecting necessary information from competing districts is solely that of the contractor, and not the Crane Elementary School District.

**2. BACKGROUND**

- 3.1 The District administers a classification and compensation system for non-exempt and exempt classified employees (also known as support staff). Exempt employees include supervisors, managers and directors. Placement salary schedules are used for new employees. The classification plan for classified staff involves placement salary schedules with appropriate salary grades and job titles. Classified (support) staff may work between 180 and 258 days, depending on the position.
- 3.2 The District's work sites include the District Administrative Offices, and (11) eleven school sites.



**3. SPECIFIC REQUIREMENTS**

- 4.1 The contractor shall collect and review documentation pertaining to the District's current compensation, including but not limited to organization charts, current salary structure, current classification system, current performance appraisal form and guidelines, salary administration guidelines, job descriptions, work calendars, human resource policies and procedures, benefits offered, and the employee agreements.
- 4.2 The contractor shall meet with appropriate District representatives to assess current organizational and program goals, and review factors related to compensation management including costs, attracting and retaining key employees, consistency with industry practices, appropriate markets, and specific goals of the District.
- 4.3 The contractor shall develop the methodology and implement a position classification and job evaluation study. The contractor shall conduct an accurate and equitable analysis in the position classification/job evaluation study. The methodology utilized shall be presented in detail in writing and approved by the District representatives before it is implemented.
- 4.4 The contractor shall prepare job descriptions of any proposed new classifications using a consistent format. If necessary, the contractor shall revise job descriptions, using a consistent format, to achieve internal consistency and accurately reflect the employees' job functions. Further, the contractor shall ensure that all job descriptions comply with American with Disabilities Act (ADA) requirements and any other applicable laws. The contractor shall present any new or revised job description to the District representatives for approval before conducting salary comparisons to further ensure an accurate and fair representation of the job.
- 4.5 The contractor shall develop the methodology to determine what constitutes competitive pay rates within the labor market for the different classes. The methodology utilized to survey organizations which are competitors to the District for the services addressed by the study shall be presented in writing to the District representatives for approval. Organizations to be surveyed shall include other comparable school districts in Yuma, Maricopa, Pima and Imperial Counties, and the public and private sectors. The organizations selected for the study shall be approved by the District representatives before the survey is implemented.



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The contractor shall develop salary comparison charts, by classification, of selected school districts and of the public and private sectors. These charts shall be presented and explained to the District representatives. The contractor shall ensure that an equitable comparison is made when comparing a District job to a job outside the District. It is of utmost importance that the District's job description (which the contractor revised, if necessary) is compared carefully and effectively to the job description of the job outside the District in order to assure that the two jobs are indeed similar. Further, the contractor shall analyze whether internal pay consistency exists among the classes and make recommendations in writing to rectify any pay discrepancies when necessary.

- 4.6 Review and make a recommendation on pay practices related to promoting employees from a nonexempt to an exempt classification. Take into consideration possible overtime the non-exempt employee might be giving up.
- 4.7 The contractor shall recommend any pay changes, costing out any recommended salary or level/grade changes pursuant to District policies and procedures. All recommendations and supporting information shall be submitted to the District representatives in a written format.
- 4.8 The contractor shall provide orientation for the District representatives overseeing the study and supervisors and employees that are affected by the study.
- 4.9 The contractor shall recommend any changes to the organizational structure of each department based upon an analysis of the work responsibilities and number of employees conducting the work in comparison to the external market.
- 4.10 The contractor shall, on a weekly basis, describe the tasks that have been completed for the reporting period to the District representatives. These oral reports shall also state whether there are any problems or anticipated problems.
- 4.11 The expectation is that the job will be complete within 60 days of issuance of a purchase order. If the contractor cannot meet the timeline, it must be stated in the proposal. The contractor shall prepare and present a report in writing on the competitiveness of current compensation levels relative to the market. The final report shall include a definition of the relative competitive market, an overview of competitive practices, components of the recommended compensation program, a description of the practice and goals and service objectives which should be reinforced through the compensation program. The final report shall also include written recommendations regarding the strengths and weaknesses of the current system in meeting its objectives, development of base salary ranges and total cash compensation targets, internal alignment of jobs within the compensation hierarchy, the application of salary ranges, and enhancement of current job descriptions. The contractor shall give the District the opportunity to review the reports before they are finalized. If the District determines that the contractor's work is unacceptable, either before or after a draft or final report is issued, because it did not conform to the Scope of Work, the contractor shall submit a revised report at the contractor's expense.
- 4.12 The contractor shall prepare an effective summary of observations made during the course of the study which would enable the District to address related issues such as: employee relations, workloads, productivity, etc. The contractor shall provide cursory observations and recommendations in writing.

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- 4.13 The contractor shall support all conclusions and recommendations in writing. The contractor shall ensure that all written material/reports have been given to the District at the completion of the study.
- 4.14 The contractor shall be available to meet with the administration and members of the Governing Board upon request.
- 4.15 The contractor shall be available to respond to questions for a period of five (5) years after the completion of the study at the firm, with the first year of support without charge, and subsequent years at a fixed hourly rate.

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## PROPOSAL REQUIREMENTS

**One (1) original, six (6) copies and one electronic copy** in the form of a CD-Rom or thumb drive of each proposal should be submitted on the forms in the format specified in the RFP. The entire offer may be submitted as a PDF or in Microsoft Word format. The original copy of the proposal should be clearly labeled "original." The material should be in sequence and related to the RFP. The District will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal should include at least the following information:

### PROPOSAL FORMAT

To facilitate the evaluation process, the offer must be specific, complete and clearly demonstrates that Firm has a thorough understanding of the requirements. Firm shall provide detailed information and relate experience concerning previous performance of similar services.

The sections of the original offer and the CD copy of the offer shall be indexed as specified below to indicate the applicable parts and elements. Orderliness, readability and similar factors should be considered in offer preparation for both hard and CD copy of the offer.

### TITLE PAGE

Each Offer shall contain a title page that identifies the solicitation number and the subject; the Firm's name, address, email and telephone number; the name and title of the contact person.

### TABLE OF CONTENTS



Each Offer shall contain a Table of Contents that clearly and completely identifies the materials submitted by section and page number.

**The proposal should contain the following:**

#### **Tab 1. Experience and Reliability of the Offeror (500 pts):**

- 1.1 Experience and reliability of the offeror's organization is considered in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP and in the educational environment.
- 1.2 Information on the offeror's related experience in job classification, job evaluation and compensation services. This should include specific information on the type of services provided and on the dates of performance. Vendor must send out performance evaluation to references.
- 1.3 A list of references. References should be verifiable and should be able to comment on the offeror's related experience. The offeror should submit at least three (3) similar-type professional service references.
- 1.4 Any additional information that reflects on the offeror's ability to perform the tasks as described herein.



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**Tab 2. Expertise and Reliability of Offeror’s Key Personnel (400 pts):**

2.1 The proposal should identify the key personnel that will be assigned to work under the contract, and should include a detailed resume for each such individual. Each resume should be in sufficient detail to analyze the proposed person’s qualifications and should include at least the following qualifications:

- i. Years of experience, where they earned their experience, positions held, brief synopsis of their responsibilities in each position, education background and any additional information you feel would be important.

2.2 The offeror should reflect on the relationship between specific key personnel for which resumes have been submitted and the specific tasks or assignments proposed in the method of approach to accomplish the Scope of Work.

**Tab 3. Method of Approach (300 pts):**

3.1 The offeror should present a proposed method of satisfying the requirements of the Scope of Work as specified herein on a point-by-point basis. The method of approach should include a written narrative to demonstrate the offeror’s ability to satisfy the Scope of Work. The language of the written narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.



**Tab 4. Cost Proposal (200 pts):**

- 4.1 Provide firm, fixed, all-inclusive price for services required by the Scope of Work. It is understood that the District may select one, more than one or all services.
- 4.2 The offeror shall provide a firm, fixed, all-inclusive hourly rate per the Scope of Work Section.
- 4.3 List all expenses, airfare, meals, lodging, etc.  
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

**Provide your cost proposal in a separate sealed envelope within the main container of your proposal with the name of your firm and the words “**Cost Proposal**” on the outside of the envelope.**



**Tab 5. Required Documents (100 pts):**

- Completed Questionnaire
- Drug Free Workplace Form
- Addenda Acknowledgement Form, if applicable
- **Signed** Offer and Acceptance Form
- Non-collusion Affidavit
- Deviations/Exceptions Form, if applicable
- I.R.S. W-9 Form - Request for Taxpayer I.D. Number

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## ATTACHMENT A: QUESTIONNAIRE

1. How would your firm ensure that the job descriptions accurately reflect the jobs performed by our employees?
  
2. What methods would you utilize use to evaluate compensation of employees with other job functions in other districts.
  
3. What procedures, methods or processes would you utilize to minimize the number of salary schedules to permit the District to efficiently cover all positions?
  
4. How does your firm determine the proper salary for a job position? How is the position evaluated?
  
5. What information will you require from the District in order to proceed?
  
6. Does your firm require a job analysis questionnaire to be completed by all involved employees? If so, please provide a sample copy and indicate if the survey is to be completed online, on paper or both.
  
7. Without divulging the actual cost when responding to this question, indicate the process you use to determine the price for your firm's services.
  
8. List which Arizona school district(s) have received reclassification services from your firm and indicate the deployment timeline(s).
  
9. Describe any value added services your firm will provide to the District if awarded a contract.
  
10. Provide the name of the primary contact that would handle the District's reclassification study and include a brief history of experience, education and training of the individual(s).
  
11. How does your firm expect to meet the District's identified timelines?

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## ATTACHMENT B: DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace. The special condition is as follows:

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:



- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
VENDOR'S SIGNATURE

**Must be executed and returned with attached proposal at time of bid opening to be considered.**

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## ATTACHMENT C: STATEMENT OF NO BID

If you are not bidding on this service/commodity, please use the ability to "No Bid" on the website or complete and return this form to: **FAX: (928) 783-8465**

(Please *print* or *type*, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the Crane Elementary School District No. 13.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

We, the undersigned, have declined to respond to solicitation because of the following reasons:

Service/Commodity:

- We do not offer this product or the equivalent.
- Insufficient time to respond to the solicitation.
- Remove our name from this bid list only.
- Our product schedule would not permit us to perform.
- Unable to meet bid requirements.
- Other. (Specify below)

REMARKS:

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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## ATTACHMENT D: REFERENCES

INSTRUCTIONS: Enter the requested information for clients for whom you service similar to the Crane Elementary School District No. 13. References are preferred from clients in Arizona using your firm in the last five years. Each client will be contacted initially and could be contacted again for clarification.

Name of Client: \_\_\_\_\_

Contact: \_\_\_\_\_ Location: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Length of Client Relationship: \_\_\_\_\_

Name of Client: \_\_\_\_\_

Contact: \_\_\_\_\_ Location: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Length of Client Relationship: \_\_\_\_\_

Name of Client: \_\_\_\_\_

Contact: \_\_\_\_\_ Location: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_



Length of Client Relationship: \_\_\_\_\_

Name of Client: \_\_\_\_\_

Contact: \_\_\_\_\_ Location: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Length of Client Relationship: \_\_\_\_\_

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## ATTACHMENT E: RFP COST SHEET

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

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 Districts rules, regulations and policies.



Would you be willing to allow other members of the "YEPA" and/or "SAVE" cooperative to utilize this RFP 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 "YEPA" and "SAVE", to issue this Proposal on behalf of these cooperatives to allow the 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
Email Address	



**Some Districts may use credit cards/purchasing cards. Does your company accept credit cards/purchasing cards?**

\*\*\*\*\* (PLEASE CHECK ONE)     Yes     No

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## ATTACHMENT F: DEVIATIONS/EXCEPTIONS

Please use this space to list any deviations or exceptions for any item listed under "SCOPE OF WORK". The item number must be listed and any deviation/exception or inability of the consultant to handle that particular item, must be clearly and fully stated. Failure to show specific deviations indicates full compliance with this solicitation.

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**ATTACHMENT G:  
ADDENDUM ACKNOWLEDGEMENT FORM**

This page is used to acknowledge any and all addendums that might be issued. If no addendum is issued, you need not return this page. Your signature indicates that you took the information provided in the addendum into consideration when providing your response.

Please sign and date (if applicable):

ADDENDUM NO. 1

Acknowledgement \_\_\_\_\_

Name

Date

ADDENDUM NO. 2

Acknowledgement \_\_\_\_\_

Name

Date

ADDENDUM NO. 3

Acknowledgement \_\_\_\_\_

Name

Date



ADDENDUM NO. 4

Acknowledgement \_\_\_\_\_

Name

Date



 	<b>OFFER AND ACCEPTANCE</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 (928) 373-3415 Fax: 928-783-8465
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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 Sales License No. \_\_\_\_\_

For clarification of this offer

**Company is: (Please check all that apply)**

- Corporation
- Partnership
- Limited Partnership
- Sole Proprietorship
- Other (Please explain)

Printed Name \_\_\_\_\_

Phone \_\_\_\_\_

Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Arizona Offerors Only

Sales Tax % to be applied: \_\_\_\_\_

**CERTIFICATION**

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

The submission of the Proposal did not involve collusion or other anti-competitive practices. 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. 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 Proposal with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

**DISTRICT'S ACCEPTANCE OF OFFER (For District Purposes Only):**

**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 Contract No. RFP #C-002-1314 . 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 School District Signature \_\_\_\_\_

RFP: C-002-1314 – **RECLASSIFICATION STUDY**

Sealed Proposal Due: Friday, September 20, 2013 at 2:00 P.M. Mountain Standard Time



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Download W-9 Form from <http://www.azpurchasing.org/docs/w-9.pdf>

# End of Solicitation