



Request for Proposals

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736
520.822.1484

Solicitation No: RFP #2022-002-27
Description: Audit Services

Date	May 24, 2022
Materials/Services Requested	Audit Services
Pre-Proposal Conference and Time	None
Pre- Proposal Conference Location	Not applicable
Due Date and Time	June 14, 2022 no later than 11:00 AM MST (LOCAL TIME)
Opening Location and Time	Altar Valley School District, #51 10105 South Sasabe Rd. Tucson, AZ 85736

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, competitive sealed proposals for the materials or services specified, will be received by the Altar Valley School District, #51 ("District"), at the above specified location, until the date and time cited. Proposals received by the correct time and date shall be publicly recorded. All other information contained in the Proposals shall remain confidential until award is made.

The contract period shall be for one (1) year with an option to renew for up to a total of five (5) years.

One (1) original and three (3) copies of the offer are requested [(1) original, (2) printed copies and (1) electronic copy on a USB flash drive]. 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. If directions are needed, please call 520.822.1484.

The District will not be responsible for the pre-opening of, post-opening of, or failure to open a Proposal that is not properly submitted. Proposals in response to this solicitation must be submitted in a sealed envelope or package with the solicitation number and Offeror's name and address clearly indicated on the outer envelope or package. All proposals must be written legibly in ink or typewritten. Additional instructions for preparing an offer are provided herein.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Solicitation Contact:

LeAnn Burns
Business Manager
Email: lburns@avsd.org

All inquiries related to this solicitation shall be in writing and submitted via email to lburns@avsd.org, no later than 3:00 PM on June 3, 2022.



No "Offer" Notification

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If you do not wish to submit a Proposal in response to this solicitation, please provide written notification of your decision. Failure to respond may result in the removal of your company from the District's Vendor List. "No Offer" notification will be considered a response.

- I am submitting "No Offer" at this time.**
Please keep my company on the District's Vendor List.
- I cannot provide services of this nature.**
Please remove my company from this category.
- I no longer wish to do business with Altar Valley School District.**
Please remove my company from the District's Vendor List.
- I am no longer in the business to provide these services.**
Please remove my company from the District's Vendor List.

Company Name

Authorized Representative Signature

Address

Printed Name

City State Zip

Title

**Please email this completed form or equivalent to
lburns@avsd.org by June 14, 2022.**



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DOCUMENTS REFERENCED

The documents referenced within this solicitation are available at the following websites:

Arizona Auditor General

www.azauditor.gov

Arizona Revised Statutes (A.R.S.)

www.azleg.gov

Arizona School District Procurement Rules in the Arizona Administrative Code

https://apps.azsos.gov/public_services/Title_07/7-02.pdf

Federal Audit Clearinghouse

<https://facweb.census.gov/>

I.R.S W-9 Form (Request for Taxpayer I.D. Number)

www.irs.gov/pub/irs-pdf/fw9.pdf

USFR Compliance Questionnaire (CQ)

www.azauditor.gov/usfr-compliance-questionnaire



Scope of Work

Altar Valley School District
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Solicitation No: RFP #2022-002-27
Description: Audit Services

1. Purpose

In accordance with A.R.S. §15-213, the purpose of this Request for Proposal (RFP) is to enter into a contract with a qualified Certified Public Accountant or Public Accountant to conduct an annual financial audit of financial transactions and accounts kept by or for the Altar Valley School District, subject to the Single Audit Act Amendments of 1996 (PL 104-156) for the year(s) ending June 30, 2022, 2023, 2024, 2025 and 2026 and to complete the USFR Compliance Questionnaire. The District reserves the right to suspend the provisions of the contract for any year the District expends less than the qualifying amount of federal awards set forth in the Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

2. Scope of Services Required

- 2.1 The selected audit firm will be required to perform an annual financial audit, in accordance with U.S. generally accepted auditing standards, Government Auditing Standards (GAS), issued by the Comptroller General of the United States, and the Uniform Guidance and issue the reports required by those standards and the Uniform Guidance. In addition, the audit firm must complete a USFR Compliance Questionnaire.
- 2.2 Districts must comply with the USFR. To help determine whether districts are in compliance, the Auditor General has developed the USFR Compliance Questionnaire, which consists of a series of questions to be completed by the District's audit firm regarding requirements set forth in the USFR and Arizona Revised Statutes. A copy of the USFR Compliance Questionnaire may be obtained from the Auditor General's website referenced in the Table of Contents.

3. Mandatory Qualifications

- 3.1 The following qualifications are mandatory for auditors submitting proposals:
 - 3.1.1 The auditors must be properly licensed certified public accountants or persons working for a licensed certified public accounting firm according to GAS.
 - 3.1.2 The audit firm must meet the independence requirements of GAS.
 - 3.1.3 The audit firm must not have a record of substandard audit work for the last five (5) year(s). The District reserves the right to contact the Arizona State Board of Accountancy to verify the audit firm's credentials and the Office of the Auditor General, to verify that the audit firm has not been debarred or suspended or that such audit firm's contracts are not routinely rejected for substandard audits.
 - 3.1.4 The audit firm must have an external quality control review performed at least every 3 years in accordance with GAS. The most recent external quality control review report must be included with the proposal.
 - 3.1.5 The audit firm must meet the continuing education requirements of GAS. Therefore, each auditor responsible for planning, directing, conducting, or reporting on GAS audits should complete at least 80 hours of continuing education every 2 years. At least 20 hours should be completed in any 1 year of the 2-year period. At least 24 of the 80 hours of continuing education should be completed in subjects directly related to the government environment, government auditing, or the specific or unique environment in which the District operates.

4. Description of District and Records to be Audited

4.1 General

- 4.1.1 The Altar Valley School District, #51 is a political subdivision of the State of Arizona located in Pima County. The District consists of approximately 525 students, with 225 students at the Middle School and 300 students at Robles Elementary School, respectively. The District operates on a July 1 to June 30 fiscal year.
- 4.1.2 The District operates on a July 1 to June 30 fiscal year. The accounting policies of Altar Valley School District, #51 conform to generally accepted accounting principles (GAAP) as adopted by the Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB), as applicable.



Scope of Work

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4.2 Reporting Entity

The District's financial statements should be prepared in accordance with the Governmental Accounting Standards Board Codification of Governmental Accounting and Financial Reporting Standards. Therefore, the financial statements of Altar Valley School District, #51 should include the funds and account groups of all organizational entities over which the District's Governing Board exercises significant control or oversight responsibility regarding financial interdependence, selection of the governing authority, designation of management, ability to influence operations, and accountability for fiscal matters. District functions include instruction, support services, pupil transportation, facilities acquisition and construction services, food service operations, and debt service.

4.3 District Funds

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

<u>Governmental</u>	<u>Number of Funds</u>
General Fund	1
Major Fund(s)	0
Non-Major Fund(s)	11
<u>Enterprise</u>	<u>Number of Funds</u>
Major	2
Non-Major Fund(s)	None
<u>Other Fund Types</u>	<u>Number of Funds</u>
Internal Service	0
Agency	2

4.4 Federal and State Financial Assistance

Federal Projects	FY 2019-20	FY 2020-21
100-130 ESEA Title I - Helping Disadvantaged Children	\$324,689.00	\$332,055.00
140-150 ESEA Title II - Prof. Development and Technology	\$52,578.00	\$35,059.00
160 ESEA Title IV - 21st Century Schools	\$162,219.00	\$162,065.00
190 ESEA Title III - Limited English & Immigrant Students	\$2,859.00	\$7,723.00
220 IDEA Part B	\$181,742.35	\$190,391.00
290 Medicaid Reimbursement	\$26,316.00	\$28,153.00
374 E-Rate	\$50,916.00	\$252,748.95
Other Federal Projects ESSER I, ESG, ESSER II and CARES Food Box Grant from Pima County	--	\$801,778.00
Total Federal Project Funds	\$801,319.35	\$1,557,224.00

State Projects	FY 2019-20	FY 2020-21
Vocational Education	\$0.00	\$0.00
Other State Projects	\$182,132.53	\$155,975.00
Total State Project Funds	\$182,132.53	\$155,975.00



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Total Expenditures (Federal & State)	\$983,451.88	\$1,713,199.00
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4.5 Deposit of District Monies

- 4.5.1 In accordance with A.R.S. §15-341(A)(20), the District deposits with the County Treasurer all monies received, except monies allowed to be held in a separate bank account as listed below. The County School Superintendent (or school districts that have assumed accounting responsibility in accordance with A.R.S. §15-914.01) draws warrants on funds on deposit with the County Treasurer upon presentation of a voucher by the District Governing Board to expend District monies on deposit with the County Treasurer.
- 4.5.2 In addition to maintaining funds on deposit with the County Treasurer, the District maintains several bank accounts in accordance with A.R.S. Below is a list of bank accounts maintained by the District:

Bank Account Name	Bank Name and Location
District Insurance Fund Account	Pima Federal, Tucson, AZ
Miscellaneous Receipts Clearing Account	Bank of America, Tucson, AZ
Food Service Fund Clearing Account	Pima Federal, Tucson, AZ
Auxiliary Operations Fund Account	N/A (Pima County Treasurer only)
Maintenance and Operations Revolving Fund	Pima Federal, Tucson, AZ
ASRS Retirement Account	Bank of America, Tucson, AZ
Flex Spending Account	Pima Federal, Tucson, AZ

4.6 Magnitude of Financial Activity

- 4.6.1 The District's total expenditures budgeted for the years ended June 30, 2020, and June 30, 2021, were \$9,060,208.00, and \$8,826,119.00, respectively.
- 4.6.2 The District has approximately 100 employees with estimated payroll expenditures of \$3,634,908.00 for the year ended June 30, 2020, and for the year ended June 30, 2020, approximately 86 employees with estimated payroll expenditures of \$3,186,420.00.
- 4.6.3 Annual budgets, annual financial reports, and financial statements for the year ended June 30, 2020, will be sent to interested, qualified audit firms upon request, or may be examined at the District office.

Budgeted Revenues	Year Ended 30-Jun-20	Year Ended 30-Jun-21
Local	\$2,412,701.00	\$2,431,642.00
Intermediate	\$409,080.00	\$418,613.00
State	\$4,675,466.00	\$4,031,957.00
Federal Revenue	\$-	\$-
Other Sources	\$84,520.00	\$62,577.00
Total Budgeted Revenues	\$7,581,767.00	\$6,944,789.00



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Budgeted Expenditures	Year Ended 30-Jun-20	Year Ended 30-Jun-21
General Fund	\$7,511,006.00	\$6,962,783.00
Unrestricted Capital Outlay Fund	\$338,221.00	\$319,855.00
Federal Projects Funds	\$1,155,000.00	\$1,501,405.00
State Projects Funds	\$290,750.00	\$351,500.00
Debt Service Funds	\$-	\$-
Other Governmental Funds	\$-	\$-
Proprietary Funds	\$-	\$-
Capital Assets	\$14,218,766.00	\$14,237,372.00

# of Employees	FY 2020-21	FY 2021-22
Federal Grants	17	20
State Grants	6	6
Gross Payroll	FY 2020-21	FY 2021-22
Federal Grants	\$629,320.00	\$774,618.00
State Grants	\$88,587.00	\$102,910.00

4.7 Uniform System of Financial Records (USFR)

- 4.7.1 A.R.S. §15-271 requires the Auditor General in conjunction with the Arizona Department of Education (ADE) to prescribe a uniform system of financial records for use by school districts. This system has been established in the Uniform System of Financial Records accounting manual.
- 4.7.2 The USFR includes a Chart of Accounts that provides for the establishment of a complete accounting system. The Chart complies with U.S. generally accepted accounting principles, and meets the requirements of the U.S. Department of Education's account classifications and A.R.S. The account codes and titles listed in the chart must be used by the District.
- 4.7.3 The USFR also provides comprehensive accounting procedures for accounting records, cash, supplies inventory, property control, revenues, expenditures, payroll, travel, and state and federal financial assistance.

5. Report Review, Timing and Number of Copies

- 5.1 Following completion of draft reports, the audit firm must submit **ten (10) copies** of the audit reports, management letter, and the USFR Compliance Questionnaire to the audit liaison, LeAnn Burns, Business Manager, for review.
- 5.2 Upon completion of the final reports, the audit firm must provide ten (10) paper copies and one electronic copy of the audit reports, management letter, and USFR Compliance Questionnaire to the District. The electronic copies shall be in PDF format. The audit firm must also provide the electronic copies of the audit reports, management letter, and USFR Compliance Questionnaire to the Office of the Auditor General, Accounting Services Division and ADE's Grant Management Division and send a paper copy or electronic copy of the applicable audit reports to the District's county school superintendent's office.
- 5.3 Additionally, the audit firm must submit **one copy** of the audit reporting package and data collection form to the Federal Audit Clearinghouse.
- 5.4 The audit firm will make no other distribution unless approved by the District.



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

6. Exit Conference Requirements

The audit firm must be available to participate in one or more exit conferences with members of the District and the District Governing Board. Exit conferences must be coordinated through the audit liaison, LeAnn Burns, Business Manager. The purposes of the exit conferences are to discuss the draft audit reports with the District, identify any errors, and obtain comments on report findings and recommendations. In addition, the Audit Firm should review the District's USFR noncompliance findings with the School District officials.

7. Audit Documentation

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

8. Assistance Available to Audit Firms

8.1 Previous Audit Reports and Audit Documentation

- 8.1.1 The most recent audit of the District was performed for the 2020-21 year that ended June 30, 2021 by Heinfeld Meech & Co; phone (602) 277-9449. The audit firm's report, issued June 30, 2021, contained a qualified opinion with no major findings.
- 8.1.2 Audit documentation related to the aforementioned audit is available for inspection by contacting Heinfeld Meech & Co; 3033 N. Central Ave. # 300, Phoenix, AZ 85012; or by phone at phone (602) 277-9449.
- 8.1.3 The ASBO Certificate of Excellence in Financial Reporting awarded to the District for the fiscal year ending June 30, 2021. In addition, awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting to the District for annual financial report for the fiscal year ending June 30, 2021.
- 8.1.4 The District used L. LeAnn Burns, as a financial consultant serving as the District's Business Manager.

8.2 District Assistance

District officials and staff will be available to assist the audit firm by providing information, documentation, and explanations as required. LeAnn Burns, Business Manager, will be the audit liaison between the District and the audit firm.

8.3 Grantor Assistance

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

9. Procurement Schedule

The following tentative dates will apply for this Request for Proposals.

Activity	Date (Tentative)
9.1 Release of RFP	May 24, 2022
9.2 Pre-Proposal Conference	None scheduled.
9.3 Questions Due via Email	No later than 3:00 PM on June 3, 2022.



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9.4 Proposals Due

NOTE: *No proposals will be accepted after the time indicated. Proposals received after the deadline, physically at any District site, will be stamped with time and date and returned unopened.*

No later than 11:00 AM
on June 14, 2022

9.5 Initial Evaluation

Please have staff available at that time to respond to questions.

June 16, 2022

9.6 Discussions

If such discussions are held with any or all audit firms, all audit firms will be notified that a best and final offer may be submitted by June 24, 2022.

June 16-23, 2022

9.7 Best and Final Offer, if applicable

The best and final offer provides the opportunity for audit firms to revise their proposals, including the fee for the services, based on additional information gathered during the oral discussions. If a best and final offer is not submitted, the previous offer will be construed as the best and final offer.

June 24, 2022

9.8 Contract/Governing Board Award

July 2022

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

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



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9.9 Initial Audit

Audit work may begin as soon as the Auditor General approves the proposed contract. Audit work should be completed by December 31, 2022.

August 2022

9.10 Preliminary Draft

A preliminary draft of the reports should be completed and an exit conference held no later than time listed.

December 2022

9.11 Final Report

The final reports should be submitted to the District no later than time listed.

December 2022



Special Terms and Conditions

Altar Valley School District
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Description: Audit Services

1. Purpose

In accordance with A.R.S. §15-213, the purpose of this Request for Proposal (RFP) is to enter into a contract with a qualified Certified Public Accountant or Public Accountant to conduct an annual financial audit of financial transactions and accounts kept by or for the Altar Valley School District.

2. Authority

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

3. Contract Type

Fixed Price

4. Term of Contract

- 4.1 This contract shall be for a term of one (1) year with an option to renew for four (4) additional years, not to exceed the maximum allowable five (5) year term. In accordance with A.A.C. R7-2-1042(A)(3)(b), the District intends to award a multi-term contract beginning with the audit of FY 2020-21.
- 4.2 This contract can be canceled with a written notification of 30 days in advance of cancellation from either party. The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.
- 4.3 If the monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled. If the type or frequency of audits the District is required to obtain in a subsequent fiscal year changes or the District is no longer required to obtain an audit, the contract may be amended or canceled. If the contract is canceled, the audit firm shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not amortized in the price of services delivered under the contract or which are otherwise not recoverable.

5. Non-Exclusive Contract

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

6. Price Clause

Prices shall be firm for the term of the Contract. Prices as stated must be complete for all services offered and shall include all associated costs.

7. Price Adjustment

The District may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The District shall determine whether the requested price increase or an alternate option is in the best interest of the District. A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

8. Contract Award

The district anticipates award to a single offeror, which is tentatively slated for approval at the July 2022 Governing Board meeting. This date may be changed if deemed advantageous by the School District.



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9. Award Basis

- 9.1 In accordance with A.A.C. R7-2-1050, the successful Offeror will be determined by Evaluation Criteria outlined in the Special Instructions to Offerors, including but not limited to pricing, or other incentives offered. Award will not be made based on price alone. The District reserves the right to award as many contracts for the services as determined to be in the best interest of the District, after the Contractor has been determined responsive and responsible.
- 9.2 However, if a Contract receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next highest ranked vendor if this determination occurs within a reasonable time period after contract award.

10. Key Personnel

- 10.1 It is essential that Contractor provides adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. Contractor must agree to assign specific individuals to the key positions. Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to District.
- 10.2 If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, Contractor shall immediately notify District and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

11. Licenses

Contractor shall maintain in current status, all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. Further, the materials and services supplied under this Contract shall also comply with all applicable Federal, state, and local laws. Contractor shall present copies of any license, certification or permit as requested by the District.

12. Authorization for Services

Authorization for the purchase of services shall be made only upon the issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The District shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist unless:

- 12.1 the Purchase Order is changed or modified with an official Change Order; and/or
- 12.2 an additional Purchase Order is issued for purchase of materials or services under this Contract.

13. Invoicing

All billing notices and/or invoices 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, including but not limited to labor, supplies, equipment, etc. Any purchase order issued by the District will refer to this Solicitation number.

14. Insurance

- 14.1 Contractor will be required to provide proof of and maintain coverages, with limits of liability not less than the following:

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

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



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The policy shall be endorsed to include the following specific language: "Altar Valley School District, #51 is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."

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

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

The policy shall be endorsed to include the following language: "Altar Valley School District, #51 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including automobiles owned, leased, hired or borrowed by Contractor."

Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Each Accident	\$100,000
Disease -Each Employee	\$100,000
Disease -Policy Limit	\$500,000

Professional Liability (Errors and Omissions Liability)

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

- 14.2 In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; and, either continuous coverage will be maintained or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.
- 14.3 The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.
- 14.4 Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
 - 14.4.1 Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
 - 14.4.2 Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

15. Damages

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

16. Disentanglement

Upon any termination or expiration of the Contract, vendor shall perform a complete transition of services, data and all other pertinent operational information to a replacement vendor(s) designated by the District without causing any interruption of services, or any adverse impact on related services provided in conjunction with the Contract.



Special Terms and Conditions

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17. Relationship of the Parties

It is understood and agreed that the awarded firm is a separate legal entity from the District and neither the firm nor any of their employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of Altar Valley School District. The vendor assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

18. Changes in the Scope of Work

During the duration of this contract there may be opportunity for special projects or changes in the scope of work due to State and/or Federal requirements for services not otherwise described within the scope of work. Changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary. Such changes must be authorized in writing by the District and approved by the Procurement Officer, prior to the performance of the work.

19. Occupied Campus Restrictions

- 19.1 Alcohol, Illicit Drugs and Smoking. The use or possession of alcoholic beverages or illicit drugs will not be permitted on the school's property. Contractor's employees who show evidence of an impaired condition must not be permitted to remain on the premises. Smoking is also not permitted on any district premises.
- 19.2 Parking. Contractor shall park in designated parking areas, as directed by District staff.
- 19.3 Weapons. The District does not allow any weapons on the premises, which includes within vehicles. Local authorities may be contacted if a Contractor's employee has any weapon onsite.
- 19.4 No Contact or Offensive Language. Contractor nor its employees shall have contact with any persons aside from the Solicitation Contact and designated District staff. Contractor shall refrain from contact with any student, parent, community member or any staff while onsite for the performance of the work. Profanity or any other type of offensive language will not be tolerated and the contractor's employee will be escorted off property.
- 19.5 Identification. Contractor's employees shall be neat and clean in appearance and shall wear a clearly visible identification badge. It is the Contractor's responsibility to obtain such identification and maintain badges in good repair. The badge shall have the employee's name, photograph, and company name on the face of the badge and must always be displayed while the employee is on the premises. No employee will be allowed to work in the building without such badge. Failure to have any of these items may result with the employee being escorted off property.
- 19.6 Proper Attire. Contractor's employees should wear proper attire that is free of any stains, rips or tears and does not have any disparaging terms, graphics, images or profanity in any way. If contractor's employees appear onsite with any of these items will result with the employee being escorted off property.
- 19.7 Lunch/Break Periods. Offeror's employees shall take breaks and lunch periods in designated areas. Under no condition shall employees utilize offices or other unauthorized areas for break or lunch periods.
- 19.8 District Property and Equipment. Offeror shall insure that their employees do not use any office equipment, radios, telephones or other equipment located in the facility without prior approval.

20. Family Educational Rights and Privacy Act (FERPA)

- 20.1 The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.
- 20.2 Offeror understands information access may include sensitive, personal or confidential information and accepts responsibility for safeguarding this data as appropriate. Offeror understands this compliance is required under Federal Law and recognizes severe penalties shall occur with any violation. Conformance is required as part of the Offer.



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21. Information Access and Data Security

Contractor shall establish and maintain procedures and controls for the purpose of maintaining data safety and integrity of the information accessed in its records or materials obtained by the District. The Contractor and its employees, agents and subcontractors shall comply with all policies and procedures of the District regarding data access, privacy, and security, including those prohibiting or restricting remote access to the District's systems and data. The Contractor shall provide to such personnel only such level of access as is minimally necessary to perform the tasks and functions for which such personnel are responsible.

22. Lobbying

- 22.1 Offerors are hereby advised that lobbying is not permitted with any District personnel or Board Members related to or involved with this solicitation until the Administration's recommendation for award has been approved by the Governing Board. All inquiries must be directed through the Solicitation Contact.
- 22.2 Offeror warrants that it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Offeror's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and, upon award of the Contract, it will disclose all lobbying activities to the District to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Offeror shall also include an equivalent no-lobbying provision in all Subcontracts.
- 22.3 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 Offeror or any individuals that lobby on behalf of the Offeror during the time specified will result in the rejection and disqualification of said solicitation.

23. Conflict of Interest

Pursuant to A.R.S. § 38-511, the District may cancel any resultant contract within three (3) years after execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the District is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

24. Gifts and Gratuities

- 24.1 The District, by written notice, may terminate the Contract in whole or in part, if the school district determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the school district 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 making of any determination or decision about contract performance.
- 24.2 The District will not accept any gifts, gratuities or advertising products from firms. The District has adopted a zero-tolerance policy concerning gifts.

25. Collusion

If the school district determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the school district who supervised or participated in the planning, recommending, selecting or contracting of the Contract, the District, by written notice, may terminate the Contract in whole or in part, if it appears that any person has not complied with A.R.S. § 15-213(O).



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26. Required Contract and Additional Agreements

- 26.1 The selected firm is expected to draft a proposed contract for submission to the Auditor General for approval prior to any performance of services. The Auditor General will review the proposed contract and approve or disprove it in accordance with A.R.S. §15-914 (E) and A.R.S. § 41-1279.21 (A)(4) and A.A.C. R4-44-117. The contract will be awarded based on demonstrated competence and qualifications to perform the required services at fair and reasonable compensation. The contract will be fully executed by the District and the selected audit firm only upon approval by the Auditor General. A sample contract is provided as Exhibit A for reference.
- 26.2 Any additional subscriber and/or user agreement(s) shall not supersede the aforementioned contract, nor the Contract Order of Precedence outlined in the Uniform Terms and Conditions and shall be without force. Any licensing, user or other type of agreement Firm requests must be included in the response. The District reserves the right to review and make changes to any proposed contract above and beyond the District's proposed contract.



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1. Contract Interpretation

- 1.1 Arizona Law. The laws of Arizona apply 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.
- 1.2 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.
- 1.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the District and as they may be amended, the following shall prevail in the order set forth below:
 - 1.3.1 Amendments
 - 1.3.2 Special Terms and Conditions;
 - 1.3.3 Uniform Terms and Conditions;
 - 1.3.4 Statement or Scope of Work;
 - 1.3.5 Specifications;
 - 1.3.6 Attachments;
 - 1.3.7 Exhibits;
 - 1.3.8 Documents referenced or included in the Solicitation; and
 - 1.3.9 Offeror's Response.
- 1.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 1.5 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.
- 1.6 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 and no other understanding either oral or in writing shall be binding.
- 1.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

- 2.1 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" 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 by the District at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 2.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 2.3 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the District and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 2.4 Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The District shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the District for testing and inspection.



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- 2.5 Notices. Notices to the Contractor required by this Contract shall be made by the District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the District 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 notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 2.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7 Property of the District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the District. 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 District.
- 2.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the District shall be considered the creator of such Intellectual Property. The District shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the District, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the District and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the District. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the District without the express written authorization of the District.
- 2.9 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The District shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the District determine that the contractor and/or any subcontractors be found noncompliant, the District may pursue 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.
- 2.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 2.11 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the District and involve access to secure or sensitive data or personal Kingman Unified data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 2.12 Business Standing. In accordance with A.R.S. § 10-1501, a Contractor whose business structure requires that documents be filed regularly with the Arizona Corporation Commission (ACC) must remain in good standing with the ACC during the term of the Contract. An out-of-state firm must file necessary documents with the ACC as doing business in Arizona for Contract award eligibility or may be considered non-responsive.



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3. Costs and Payments

- 3.1 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 District within thirty (30) days.
- 3.2 Shipping Terms/Transfer of Title. Shipments shall be F.O.B. Destination (District), Freight Prepaid and Allowed. Shipments shall include all freight delivery and unloading at the destination. Title and risk of loss shall not pass to the District until the District receives the products or materials at delivery point, unless otherwise provided in the Special Requirements of Solicitation, if any.
- 3.3 Shipping Errors/Risk of Transportation. Shipping errors will be at Contractor's expense. If Contractor ships products or materials that were not ordered, Contractor shall pay for return shipment at the convenience of the District. All risk of transportation and all related charges shall be Contractor's responsibility. Contractor shall file all claims for visible or concealed damage. The District will notify Contractor promptly of any damaged products and shall assist Contractor in arranging for inspection.
- 3.4 Applicable Taxes.
 - 3.4.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 3.4.2 State and Local Transaction Privilege Taxes. The District 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3.4.3 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 State 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.
 - 3.4.4 IRS W-9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W-9 Form on file with the District, unless not required by law.
- 3.5 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 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 will make reasonable efforts to secure such funds.

4. Contract Changes

- 4.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 4.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 4.3 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 District shall not unreasonably withhold approval.



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5. Risk and Liability

- 5.1 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.
- 5.2 General Indemnification. Contractor shall indemnify, defend, save, and hold harmless the District and its Governing Board members, employees, and agents (hereinafter referred to collectively as the "District") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to collectively as the "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the District shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the District, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the Award of the Contract, Contractor agrees to waive all rights of subrogation against the District for losses arising from the work performed by Contractor for District.
- 5.3 Indemnification – Patent and Copyright. To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless the District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the District of materials furnished or work performed under the Contract. The District shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.
- 5.4 Force Majeure.
- 5.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-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.
- 5.4.2 Force Majeure shall not include the following occurrences:
- 5.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 5.4.2.2 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
- 5.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 5.4.3 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 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.



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5.4.4 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.

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

6. Warranties

6.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

6.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the District of the materials, they shall be:

6.2.1 Of a quality to pass without objection in the trade under the Contract description;

6.2.2 Fit for the intended purposes for which the materials are used;

6.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

6.2.4 Adequately contained, packaged and marked as the Contract may require; and

6.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

6.3 Fitness. The Contractor warrants that any material supplied to the District shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

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

6.5 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

6.6 Survival of Rights and Obligations after Contract Expiration or Termination.

6.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or 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 District is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

6.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. School District's Contractual Remedies

7.1 Right to Assurance. If the District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the District's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

7.2 Stop Work Order.



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- 7.2.1 The District 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 period(s) of days indicated by the District after the order is delivered to the Contractor. 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.
- 7.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 7.3 Non-exclusive Remedies. The rights and the remedies of the District under this Contract are not exclusive.
- 7.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 7.5 Right of Offset. The District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the District, or damages assessed by the District concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

8. Contract Termination

- 8.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the District is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- 8.2 Personal Gifts or Benefits. The District may, by written notice, terminate this Contract, in whole or in part, if the District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).
- 8.3 Gratuities. The District may, by written notice, terminate this Contract, in whole or in part, if the District determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the District 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 District, 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.
- 8.4 Suspension or Debarment. The District may, by written notice to the Contractor, immediately terminate this Contract if the District determines that the Contractor has been debarred, 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the District.
- 8.5 Termination for Convenience. The District reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the District, without penalty or recourse. Upon receipt of the written notice, the Contractor shall 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 District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the



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property of and be delivered to the District upon demand. 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 R7-2-1125 shall apply.

8.6 Termination for Default.

- 8.6.1 In addition to the rights reserved in the Uniform Terms and Conditions, contract, the District may 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.
- 8.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the District on demand.
- 8.6.3 The District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the District for any excess costs incurred by the District in procuring materials or services in substitution for those due from the Contractor.

8.7 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.

8.8 Cancellation for Improper Conduct. The District may cancel the Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of the District with a view toward securing a contract or with respect

8.9 Cancellation by Contractor. Unless otherwise provided in the Special Terms and Conditions, Contractor may cancel the Contract by delivery of prior written notice during the 60-day period prior to an annual contract renewal. Termination shall have no effect on projects in progress at the time that a notice is received by the District.

8.10 Cancellation for Lack of Appropriation. The District may cancel the Contract if the Legislature of the State of Arizona at any times fails to appropriate funds necessary for the District to perform the Contract.

8.11 Contract Claims. All Contract claims and controversies under this Contract shall be resolved according to A.R.S. § 15-213 and A.A.C. R7-2-1155 through R7-2-1181 and rules adopted there under.

9. Terrorism Country Divestments

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

10. Israel Boycott Divestments

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel." Certification does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. Refer to A.R.S. §35-393.03.

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.



Uniform Terms and Conditions

Altar Valley School District

10105 South Sasabe Rd.

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2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

11. Fingerprint and Background Clearances

- 11.1 In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1.
- 11.2 Charges for the required fingerprint clearance card is the responsibility of the contractor, subcontractor, vendor or individual employee. An exception to this requirement may be authorized by the District's Governing Board policy for individuals who, "as part of their normal job duties are not likely to have independent access to or unsupervised contact with pupils."

12. Registered Sex Offender

Contractor affirms that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the contract.



Uniform Instructions to Offerors

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1. Definition of Terms

In addition to the definitions specified in A.A.C. R7-2-1001, the terms listed below are defined as follows:

- A. *“Attachment”* means any item the Solicitation requires an Offeror to submit as part of the response.
- B. *“Contract”* means the combination of the, Solicitation, including the Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- C. *“Contract Amendment”* means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
- D. *“Days”* means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
- E. *“District”* means the School District that executes the Contract.
- F. *“District representative”* means a district employee or the governing board acting within the limits of the district representative’s authority. There may be more than one appointed for different purposes and different procurements.
- G. *“Exhibit”* means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- H. *“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.
- I. *“Offer”* means a response to a solicitation.
- J. *“Proposal”* means a response to a request for proposals and includes an offer to contract with the school district.
- K. *“Public entity”* means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.
- L. *“Procurement Officer”* means the person, or his or her designee, duly authorized by the District to enter into and administer Contracts and make written determinations with respect to the Contract.
- M. *“Responsible Offeror”* means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance.
- N. *“Responsive Offeror”* means the Offeror who submits an offer that conforms in all material respects to this Solicitation, including the Instructions, Term and Conditions, Plans and Specifications, which are incorporated herein by this reference.
- O. *“Solicitation”* means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), a Request for Qualifications (“RFQ”), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
- P. *“Solicitation Amendment”* means a change to the Solicitation issued by the Procurement Officer.
- Q. *“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 furnishing of any material or any service required for the performance of the Contract.

2. Inquiries

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



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- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. All inquiries related to this solicitation shall be in writing and submitted via email to lburns@avsd.org, no later than 3:00 PM on June 3, 2022. Offerors shall not contact or ask questions of the District, Department, or any other related party regarding this procurement.
- D. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven (7) days before the Proposal due date and time for review and determination by the District. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- E. No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Each Amendment should be acknowledged by the person signing the Proposal. Failure to acknowledge a Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Proposal.
- G. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Proposal Preparation

- A. Electronic Documents. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format outlined in the solicitation. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- B. Forms. No Facsimile Submitted Response. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile submitted Proposal shall be rejected.
- C. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal 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 A.A.C. R7-2-1030.
- D. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall 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 a signature, shall result in rejection of the Proposal.
- E. Exceptions to Terms and Conditions. All exceptions included with the Proposal 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 accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the District as a part of any resulting Contract. A Proposal that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.



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- F. Subcontractors. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- G. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- H. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Proposal and shall be submitted no later than the Proposal due date and time. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Proposal.
- I. Federal Excise Tax. School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- J. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.
- K. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the District will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- L. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- M. 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:
 - i. Amendments;
 - ii. Special Terms and Conditions;
 - iii. Uniform Terms and Conditions;
 - iv. Statement or Scope of Work;
 - v. Specifications;
 - vi. Attachments;
 - vii. Exhibits;
 - viii. Special Instructions to Offerors; and
 - ix. Uniform Instructions to Offerors.
- N. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Proposal

- A. Sealed Envelope or Package. Offerors responding to the solicitation must submit the offer electronically through the Bonfire e-procurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the Bonfire portal or those that are received after the due date and time shall be rejected.
- B. Electronic Submission. If determined by the District that electronic submission of proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional. Unless otherwise instructed, a facsimile or electronically submitted Offer shall be rejected.



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- C. Proposal Amendment or Withdrawal. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under applicable law.
- D. Proposal Due Date and Time. Proposals shall be received before the due date and time stated in the solicitation. Proposals that are received after the due date and time shall not be considered.
- E. Offer and Acceptance. Proposals shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with original ink or electronic signature by the person authorized to sign the Offer and shall be submitted in the sealed offer package no later than the Solicitation due date and time. Failure to return an Offer form shall result in rejection of the Offer. The Offer form shall represent a binding Offer contingent upon execution of the final written Contract.
- F. Opening. Proposals received by the correct time and date shall be opened and publicly recorded. All other information contained in the proposal shall remain confidential until award is made. Proposals will not be subject to public inspection until after the District has entered into a single contract.
- G. Clarifications. Upon receipt and opening of proposals submitted in response to this solicitation, the District may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in responses. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their Proposals.
- H. Public Record. Under applicable law, all responses submitted and opened are public records and must be retained by the District. Proposals shall be open and available to public inspection after Contract award, except for such proposals deemed to be confidential by the School District pursuant to R7-2-1006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. §39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- I. Non-collusion, Employment, and Services. By signing the Offer Form or other official contract form, the Offeror certifies that:
 - i. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. In accordance with A.A.C. R7-2-1042 (A)(1)(I), it did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its proposal and has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O) has occurred; and
 - ii. 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, Federal Executive Order 11246 and A.R.S. §41-1461 through 1465; and
 - iii. Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and
 - iv. 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 proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the proposal. Signing the Proposals with a false statement shall void the proposal, any resulting contract and may be subject to legal remedies provided by law; and



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- v. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- vi. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and
- vii. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
- viii. The Offeror warrants that it and all proposed subcontracts are not currently engaged in and agrees for the duration of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

5. Additional Proposal Information

- A. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax will not be a factor when determining lowest Offeror, as per R7-2-1031 (A).
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Offer due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- E. Proposal Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the 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).
- 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 District reserves the right to:
 - ix. Extend the date by which Responses are due;
 - x. Withhold the award or cancel this RFP for any reason District determines;
 - xi. Reject any or all Responses, in whole or in part;
 - xii. Waive any material defect, irregularity, or minor informality in any Response; or
 - xiii. Reissue an RFP.

6. Award

- A. Number of Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.
- 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 school district's Governing Board. A notice of award or of the intent to award shall not constitute acceptance of the Offer.



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- C. Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- D. Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer form or other official contract form, unless another date is specifically stated in the Contract.
- E. Final Acceptance. Final acceptance for the School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

- A. 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, Dr. David Dumon, Superintendent.
- B. Protest shall include:
 - i. The name, addresses, and telephone number of the interested party;
 - ii. The signature of the interested party or the interested party's representative;
 - iii. Identification of the purchasing agency and the Solicitation or Contract number;
 - iv. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - v. The form of relief requested.
- C. The interested party shall supply promptly any other information requested by the district representative.
- D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.
- E. In cases other than those outlined above, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.
- F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.



Special Instructions to Offerors

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1. Pre-Offer Conference

A pre-offer conference is not scheduled.

2. Inquiries

All questions related to this solicitation shall be in writing and submitted via email to lburns@avsd.org, no later than 3:00 PM on June 3, 2022. Offerors shall not contact or ask questions of the District, Department or any other related party regarding this procurement. As outlined in the Uniform Instructions to Offerors, timeliness is expected and any inquiry received after the deadline may not be answered.

3. Preparation of Proposals

- 3.1. Electronic Documents. This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the District shall take precedence. As outlined in the Uniform Instructions, Offerors are responsible for clearly identifying any changes or modifications to any solicitations document upon submission to the District.
- 3.2. Attachment Formats. All attachments shall be submitted in a format acceptable to the District. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.
- 3.3. Confidential Information. If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to A.A.C. R7-2-1006, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.
- 3.4. Contract Payment Terms. Offerors must indicate the prompt payment terms that they will offer to the District (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, offeror's payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.
- 3.5. Subcontractors. Supplemental to the Subcontractor provision in the Uniform Instructions, Offerors shall include with their list of proposed subcontractors, their contact information, certifications required for the performance of the Contract, as well as, the Subcontractor's proposed responsibilities under this contract.
- 3.6. Duty to Examine. Contractor is expected to examine all instructions, forms, terms, and specifications included in the solicitation. Failure to furnish all information required by the solicitation or submitting an offer that is not substantially responsive to the solicitation may result in the rejection of the offer. If the offer is not substantially responsive, it may be rejected and may not subsequently be made responsive by the contractor correction of the nonconformity.
- 3.7. Offer Format. One (1) original electronic Proposal should be submitted on the forms and in the format as outlined in the solicitation.

4. Submission of Proposal

- 4.1. Offer Submission, Due Date, and Time. In accordance with Uniform Instructions, (4)(A), "Sealed Envelope or Package"; proposals in response to this solicitation shall be submitted electronically and received on or before the due date and time found on the Solicitation cover sheet. Proposals received after the due date and time shall be not be considered.
- 4.2. Sealed Proposal Package. Offeror should submit the following Attachments, completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow any instructions may result in rejection of the Proposal.



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- 4.2.1. **Attachment 1, Offer and Acceptance.** Proposals shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form must be signed with an original signature by the person signing the Proposal and shall be submitted within the proposal package no later than the Offer due date and time. **Failure to include an Offer and Acceptance Form will result in rejection of the proposal.**
- 4.2.2. **Attachment 2, Questionnaire.** Offeror shall include this Attachment, which includes Company Profile, Financial Stability, Management and Operations, and References information. **Failure to provide the Questionnaire may result in rejection of the Proposal.**
 - 4.2.2.1. Company Profile. Details such as legal business name, address and primary contact person, website information, number of years in business, and number of years in Arizona, as well as the date established, ownership information. Conflict(s) of interest, legal matters and contract termination disclosures are also included in this section.
 - 4.2.2.2. Management Operations. Statements regarding the management operations of the offeror such as background clearances, registered sex offender, fingerprint clearance and drug-free screening, if applicable. Offeror must disclose if none of these employee operations are conducted. Note that any additional agreement must be included for consideration.
 - 4.2.2.3. References. A minimum of three (3) references are requested for services performed that are similar to those outlined in the Scope of Work. Offeror agrees that by submitting a Proposal, the District or its designated agent may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for obtaining references relative to past performance and verifying experience or other information submitted with the Proposal.
- 4.2.3. **Attachment 3, Cost Form.** Offeror must submit pricing using the Cost Form provided or similar format. The form should be completed to include the hourly rate and any other costs associated with providing the requested Audit Services, as per the Scope of Work. A total, all-inclusive fee for which the audit work will be done should be provided. Any optional value-added services that are available should also be listed with fees on the Cost Form. Additional sheets are acceptable, if necessary. [Note: The cost proposal should include separate costs for audits of basic financial statements, annual statements, and federal programs (i.e., Single Audit, if applicable). Cost and price information provided in the proposal will be held confidential and will not be disclosed to competing audit firms prior to selection of the audit firm.]
- 4.2.4. **Attachment 4, Non-Collusion Affidavit.** Offeror shall include a signed and notarized form to attest there was no collusion or any related impropriety as outlined in the Uniform Instructions to Offerors. **Failure to include the signed and notarized form will result in rejection of the proposal.**
- 4.2.5. **Attachment 5, Conformance and Disclosure Statements.** Offeror shall include a signed form indicating conformance and disclosures related to confidential information, conflict of interest, deviations or exceptions and Israel Boycott Divestments. Any confidential information must be outlined on this form and included separately and marked Confidential within the Proposal for review and consideration.
- 4.2.6. **Attachment 6, IRS W-9 Form.** Offeror should include a current IRS W-9 form. As indicated in the Uniform Instructions to Offerors, this form is required to be on file with the District in order to receive payment, unless not required by law.



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5. Responsibility, Responsiveness and Acceptability

- 5.1. In accordance with A.A.C. R7-2-1076, A.A.C. R7-2-1161, A.A.C. R7-2-1168, A.A.C. R7-2-1221, and A.A.C. R7-2-1003(B), A.A.C. R7-2-1031 or A.A.C. R7-2-1046, the District shall consider the following in determining offeror's responsibility as well as the responsiveness of proposals submitted in response to the solicitation.
- 5.2. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract.
- 5.3. Offerors may not be considered responsible if they have had a contract with the District, within the last three (3) years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the District or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.
- 5.4. Proposals may not be considered responsive if they are not submitted in the requested format; if they include significant exceptions to any requirements, terms or conditions that render the proposal unacceptable; or do not contain sufficient contents with which to evaluate the proposal, e.g., method of approach, key personnel, references, prices or pricing, other requested information.
- 5.5. Determinations of non-responsibility and/or non-responsiveness shall be made in writing, and shall set forth the basis for the determination. Proposals determined to be non-responsible or proposals determined to be non-responsive, may be set aside at the time of the determination without further evaluation. Offerors will be notified if their offer is set aside for either of these reasons.

6. Opening

Proposals received by the correct time and date shall be opened and the offeror's name shall be publicly read. All other information contained in the offer shall remain confidential until award is made. Proposals will not be subject to public inspection until after contract award.

7. Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the District may request clarifications for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Offer. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District or as initiated by Offeror. Clarifications shall not afford Offerors the opportunity to alter or change their offer.

8. Oral Presentations

The District may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

9. Evaluation

- 9.1. The District and any outside experts the District considers necessary will evaluate the proposals. In accordance with the School District Procurement Rules for competitive sealed proposals, these representatives of the District will evaluate the proposals and rank them from the one most likely to the one most least likely to meet the District's needs and satisfy the requirements of the RFP. A point formula will be used during the evaluation process to score proposals. If several proposals are very closely ranked, the District may arrange for oral discussions with the audit firms to assist in making the selection.



Special Instructions to Offerors

Altar Valley School District
 10105 South Sasabe Rd.
 Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
 Description: Audit Services

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

9.2.1. Mandatory Criteria

- a. The audit firm is independent and properly licensed.
- b. The audit firm’s professional staff has received the required continuing professional education within the preceding 2 years.
- c. The audit firm submitted its most recent external quality control review report and has a record of quality audit work.

9.2.2. Technical Criteria

Points Available

a. Responsiveness of the proposal in clearly stating an under-standing of the audit services to be performed, including:	
1. Comprehensiveness of audit work plan	100
2. Realistic time estimates of each major segment of the work plan and the estimated number of hours of each staff level	100
b. Technical experience of the audit firm	
1. Auditing Arizona school districts	100
2. Auditing governments	50
3. Auditing computerized systems	50
4. Auditing federal programs	50
c. Qualifications of staff	
1. Qualifications of supervisory staff and of the audit team performing field work	150
2. General direction and supervision to be exercised over the audit team by the audit firm’s management	100
d. Size and structure of the audit firm, considering the scope of the audit	50
Technical Criteria – Total Points Available	750

9.2.3. Cost Criteria **250**

9.2.4. Technical and Cost Criteria – Total Points available **1,000**

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

9.4. Award(s) shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the District based upon the evaluation criteria listed below in their relative order of importance. Exceptions to the Terms and Conditions, as stated in the Uniform Instructions to Offerors, (3)(E), may impact an Offeror’s susceptibility for award. Cost is a factor in awarding the contract; however, only those proposals that meet all the mandatory criteria in the RFP will be given consideration. The contract will not be awarded solely on the basis of cost.



Special Instructions to Offerors

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
Description: Audit Services

10. Discussions

In accordance with A.A.C. R7-2-1047, after the initial receipt of proposals, the District reserves the option to conduct discussions with those Offerors who submit Proposals determined by the District to be reasonably susceptible of being selected for award.

11. Best and Final Offers

If discussions are conducted pursuant to A.A.C. R7-2-1048, 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. Best and final offers shall be requested only once, unless the District makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

12. Contract Award

Contract award(s) will be made based on the evaluation criteria set forth in the solicitation to the most responsive and responsible Offeror(s) whose offer is determined to be the most advantageous to the District. The contract shall be awarded to the offeror(s) whose proposal is determined in writing to be most advantageous to the school district based on the factors set forth in the Request for Proposal. No other factors or criteria may be used in the evaluation. The procurement file shall contain the basis on which the award is made.

13. Right to Reject

The District reserves the right to:

- 13.1. Reject any or all proposals submitted.
- 13.2. Request additional information from all audit firms.
- 13.3. Conduct discussions with responsible audit firms 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.
- 13.4. Negotiate modifications to the audit firm's proposal prior to final award for the purpose of obtaining best and final offers.
- 13.5. Negotiate a contract that may be terminated for lack of funds.



Proposal Format

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
Description: Audit Services

One (1) original and three (3) copies of the offer are requested [(1) original, (2) printed copies and (1) electronic copy on a USB flash drive].

- The District will not assume responsibility for any costs related to the preparation or submission of the proposal. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. Each proposal should be submitted on the forms and in the format specified in the RFP.
- Proposal responses should provide straightforward, concise information that satisfies the requirements outlined herein. Emphasis should be placed on conformity to the specifications, and terms and conditions, as well as the completeness and clarity of the content. **Incomplete submissions may result in the rejection of the proposal.** For the proposal to be considered, the following information should be included:

Tab 1 – Letter of Transmittal

A brief letter that includes the following information:

1. The audit firm's understanding of the work to be performed. A statement indicating the full and complete understanding of the requirements detailed within the RFP and the ability to comply with all terms, requirements, and conditions of the resultant contract should be included. This letter shall be signed by an authorized company representative and should be no more than three (3) pages.
2. A positive commitment to perform the service within the time period specified.
3. The names of persons authorized to represent the audit firm, their titles, addresses, and telephone numbers.
4. Reference to the all-inclusive fee for which the audit work will be done. Fees presented on the Cost Form (Attachment 3) should not be divulged elsewhere in the proposal. The Cost Form will be inaccessible until after the technical evaluation and scoring. The Cost Form PDF should not be included in within the complete proposal package. If it is included, it should be separate and marked as "Confidential" for the initial evaluation.

Tab 2 – Qualifications and Experience of the Audit Firm and Key Personnel

The following information should be included:

1. A description of the audit firm, including office size; whether the organization is local, regional, national, or international in operations; the number of professional staff by level; and a description of the range of activities performed by the local office (i.e., auditing, accounting, tax, or management services).
2. Affirmation that the audit firm meets the mandatory qualifications criteria set forth in the Special Instructions to Offerors.
3. A statement of the audit firm's expertise in the following: 1) financial audits of Arizona school districts, 2) financial audits of governments, and 3) audits of computerized systems, and 4) audits of federal programs.
4. A description of prior experience with audit services of a similar or related nature. The description should include a list of names and dates of school districts audited. Details for references should be included in this section if found listed on the Questionnaire (Attachment 2).
5. Identification of senior and technical staff to be assigned to the audit, including the audit manager or partner. Staff named in the proposal may not be substituted without permission of the District. Resumes, including relevant experience and continuing education of the auditor in charge up to the individual with final responsibility for the audit, may be included as an appendix.
6. Questionnaire (Attachment 2). Key details are outlined within the form includes Company Profile details, such as number of years in business, and number of years in Arizona, as well as the date established, ownership should be listed. Financial stability, conflict of interest, legal matters and other relevant disclosures are requested.



Proposal Format

Altar Valley School District
10105 South Sasabe Rd.
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Solicitation No: RFP #2022-002-27
Description: Audit Services

Tab 3 – Method of Approach

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

1. A work plan detailing the approach the audit firm intends to follow. The audit work plan should completely cover what audit work will be accomplished to allow the audit firm to render the reports described in this RFP. The audit work plan should demonstrate the audit firm's understanding of the audit requirements of a single audit as specified in the Uniform Guidance and the audit tests and procedures to be applied in completing the audit work plan. The audit work plan should also detail how the audit firm plans to meet the time constraints and reporting deadline requirements specified in this RFP.
2. A plan for organizing and staffing the audit, with an estimate of time each staff member will devote to the audit.
3. Any value-added service(s) or feature(s) offered by the Firm should be listed in this section. However, costs **should not** be included in this area. All costs should be included on the Cost Form and submitted in a "Confidential" section separately.

Tab 4 – Cost

The Cost Form (Attachment 3) or its equivalent must be included with the fees requested to be considered for evaluation. Any value-added costs should be included in this section. All cost information should be submitted within sealed, separate envelope and will be considered confidential until after the initial technical scoring. Attach additional sheets if necessary.

Tab 5 – Required Forms and Draft Sample Contract

All remaining required forms (Attachments) should be completed thoroughly and accurately, in the format provided and according to any instructions contained within the form. Failure to follow any instructions accurately may result in rejection of a proposal.

- Signed Offer and Acceptance Form (Attachment 1)
- Notarized Non-Collusion Affidavit (Attachment 4)
- Conformance and Disclosure Statements (Attachment 5)
- IRS W-9 Form (Attachment 6)
- Draft Sample Contract – *do not include fees*
- ALL Amendment(s), if applicable, signed and dated



Attachment 1 Offer and Acceptance Form

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
Description: Audit Services

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Proposal, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Mobile: _____

Tax Rate: _____

% E-Mail: _____

Company Name

Signature of Person Authorized to Sign Proposal

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

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

1. The submission of the Offer did not involve collusion or other anti-competitive practices. In accordance with A.A.C. R7-2-1042 (A)(1)(I), Offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O) has occurred.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause may result in rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. In accordance with A.R.S. § 35-393, the Offeror is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
8. By submission of this Offer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
9. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE

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 District.

This contract shall henceforth be referred to as Contract No. 2022-002-27.

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

Awarded this _____ day of _____ 20_____

Authorized Signature



Attachment 2 Questionnaire

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
Description: Audit Services

Offeror shall complete this Attachment, as outlined in the Special Instructions. This form shall be considered in order to determine responsiveness and responsibility of the Offeror. **Failure to provide this Attachment as requested may result in rejection of the Proposal.**

COMPANY PROFILE		PROVIDE RESPONSE IN THIS COLUMN. INCLUDE ALL RELEVANT DETAILS.
Company Structure		
1.1.1	Legal Business Name	
1.1.2	Number of Years in Business	
1.1.3	DBA	
1.1.4	Federal Employer ID	
1.1.5	Principal Place of Business Address (Corporate Office)	
1.1.6	Local Office Address (if different than above)	
1.1.7	Website address	
1.1.8	Name of Authorized Contact for Proposal	
1.1.9	Authorized Contact Telephone	
1.1.10	Authorized Contact Email Address	
1.1.11	Type of Business (LLC, Corporation, Sole Proprietor, Other)	
1.1.12	Is the company incorporated in the State of Arizona?	
1.1.13	Name and Title of Each Principal, Owner, Officer, Major Stockholder (more than 3% or whose annual income from dividends, including the value of stock dividends, from the corporation exceeds five percent of the total annual income for such officer or employee and any other payments made to him/her by the corporation exceeds five percent of his/her total annual income):	
1.1.14	Does the firm use or have used in the past five years, any other business name, FEIN, or DBA other than provided herein? If yes, provide all related details.	
1.1.15	Is there any potential conflict of interest or relationship between the Offeror and any District employee, official or Governing Board member who functions or has responsibilities in the review, approval, undertaking or carrying out of the project or purchase? *If Yes, all relevant details must be included with the Conformance and Disclosure Attachment.	
Within the past five years, has the vendor, any principal, owner, officer, major stockholder (as previously define), affiliate or any person involved in the bidding, contracting, or leasing process been the subject of any of the following:		PROVIDE YES OR NO ANSWER IN THIS COLUMN. INCLUDE DETAILS WHERE INDICATED.
1.2.1	A judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?	



Attachment 2 Questionnaire

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
Description: Audit Services

1.2.2	A criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?	
1.2.3	An unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency?	
1.2.4	An investigation for a civil or criminal violation for any business related conduct by any federal, state or local agency?	
1.2.5	A grant of immunity for any business related conduct constituting a crime under federal, state, or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price- fixing, bid collusion or any crime related to truthfulness and/or business conduct?	
1.2.6	A federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract?	
1.2.7	A federal, state or local government suspension or debarment from the contracting process?	
1.2.8	A federal, state or local government denial of lease or contract award for non-responsibility?	
1.2.9	An administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease?	
1.2.10	A federal state or local determination of willful violation of any public works or labor law or regulation?	
1.2.11	A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	
Financial Stability		PROVIDE YES OR NO ANSWER IN THIS COLUMN. INCLUDE DETAILS WHERE INDICATED.
1.3.1	Is the vendor in good standing with its primary financial institution? Offeror should provide evidence of financial stability and capability to fund all costs associated with providing the requested materials/services requested in this solicitation.	
1.3.2	Has the Offeror filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors in the past ten (10) years? If yes, provide an explanation with all relevant details.	
1.3.3	During the past three years, has the vendor failed to file returns or pay any applicable federal, state or local government taxes? *If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability.	



Attachment 2 Questionnaire

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
Description: Audit Services

Management & Operations		PROVIDE RESPONSE IN THIS COLUMN. INCLUDE ALL RELEVANT DETAILS.
1.4.1	Will the Firm provide a Certificate of Insurance (COI) with the required coverages, as outlined in the Special Terms and Conditions with the District listed as an Additional Insured?	
1.4.2	Will the Firm require any additional agreement for this project other than the Sample Contract Draft provided? If yes, a copy must be included for review.	
1.4.3	Does the firm perform clearances such as registered sex offender, fingerprint clearance and drug-free screening? Offeror must disclose if none of these employee operations are conducted.	
1.4.4	How many other clients do you provide similar services to in Pima County? List the customer names and location.	
1.4.5	A minimum of three (3) references are requested for work performed that is similar to the Scope of Work. Include Name, Point of Contact with their phone and email address. References should be school districts or public entities, such as counties, cities, towns or states. The district may, at its sole discretion, contact additional customers not presented as references.	
AFFIRMATION STATEMENT		SIGNATURE OF AUTHORIZED AGENT
1.5.1	Authorized contact hereby states and certifies that the information given for this Questionnaire is true, accurate and complete. It is further acknowledged that the District will rely upon the information contained herein and within the overall response to determine responsiveness and responsibility of the Offeror for contract award. The District may, at its discretion, verify the truth and accuracy of all statements made herein by any means which it may choose.	



Attachment 3 Cost Form

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
Description: Audit Services

Offeror should complete this form and include all costs associated with providing the specified Audit Services, as per the Scope of Work. To be determined responsive, the following costs should be submitted in accordance with Special Instructions to Offerors. **Failure to provide Attachment 3, Cost Form or its equivalent may result in rejection of the Proposal.** [Note: The cost proposal should include separate costs for audits of basic financial statements, annual statements, and federal programs (i.e., Single Audit, if applicable).] **The cost portion of the proposal should be submitted along with the proposal, but in a separate sealed envelope.**

Audit Year	Single Audit	CAFR	Other
FY 2021-22			
Year ending June 30, 2022	\$	\$	\$
FY 2022-23			
Year ending June 30, 2023	\$	\$	\$
FY 2023-24			
Year ending June 30, 2024	\$	\$	\$
FY 2024-25			
Year ending June 30, 2025	\$	\$	\$
FY 2025-26			
Year ending June 30, 2026	\$	\$	\$

The above fees are based on normal auditing structures. If additional fees are necessary for expansion of the scope of any audit due to changes, such as new audit standards, please list below the hourly rates requested for each type of audit firm staff member.

Audit Firm Staff	Hourly Rates
Partner	\$
Manager	\$
Senior Staff Auditor	\$
Staff Auditor	\$
Lead Auditor	\$
Other (please list and add rows as needed):	



Attachment 3 Cost Form

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
Description: Audit Services

Please list any value-added service or features that are available in the space provided below. Attach additional sheets, if necessary.

Company Name

Authorized Representative Signature

Address

Printed Name

City

State

Zip

Title



Attachment 4
Non-Collusion Affidavit

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
Description: Audit Services

State of _____ County of _____

)
) ss.
)

_____, affiant,
(Print Name of Person Authorized to Sign Proposal)

the _____
(Title)

_____.
(Company Name)

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

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

That Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.A.C. R7-2-1042(A)(1)(I) and A.R.S. § 15-213(O).

(Signature of Person Authorized to Sign Proposal)

_____.
(Title)

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____.
Signature of Notary Public in and for the

State of _____

County of _____



Attachment 5 Conformance and Disclosure Statements

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
Description: Audit Services

1. In accordance with A.A.C. R7-2-1006, Confidential/Proprietary Information:

My response does not contain confidential/proprietary or trade secret information. I understand that my entire response will become public record.

2. In accordance with the Scope of Work, Instructions and Terms and Conditions:

Firm does not take any exceptions, deviations or modifications to any sections or information found within the RFP. (Note: If none are listed on or attached to this form, it is understood that no exceptions/deviations are taken.)

3. In accordance with A.R.S. § 38-511, Conflict of Interest:

Firm does not have any Conflict(s) of Interest, as defined herein.

4. In compliance with A.R.S. §35-393 et seq., regarding Israel Boycott Divestments, all firms must select one of the following:

The Company submitting this response **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §35-393 et seq. I understand that my entire response will become public record.

The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. §35-393 et seq.

Exempt Solicitation, Contract, or Contractor.

Indicate which of the following statements applies to this Contract:

- Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

NON-CONFORMANCE (additional details required):

1. My response does contain confidential/proprietary or trade secret information because of the reasons(s) listed below and/or attached. Confidential information must be submitted within the Confidential section in Bonfire for review and consideration
2. Firm requests the deviations, exceptions or modifications set forth below and/or attached. Firm must identify the area within the RFP, including section and page number, where any exceptions or deviations are taken.
3. The following Conflict(s) of Interest exist listed below and/or attached.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory confidential and/or trade secret definition. Any deviations, exceptions or modifications to the RFP may be considered non-responsive.

If the District agrees with the offeror's designation of confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

Company Name	Authorized Representative Signature
Address	Printed Name
City State Zip	Title

Attachment 6

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Exhibit A Sample Contract

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
Description: Audit Services

SAMPLE CONTRACT

THIS CONTRACT made and entered into on _____, 20__, by and between the Governing Board of Altar Valley School District No. 51, hereinafter referred to as the SCHOOL DISTRICT, and _____, hereinafter referred to as the AUDIT FIRM.

SCOPE OF SERVICES

In accordance with the authority granted under the laws of the State of Arizona, the SCHOOL DISTRICT wishes to procure the services of the AUDIT FIRM to perform an annual single audit of Altar Valley School District No. 51 — Government-Wide and Fund Financial Statements for the year(s) ending June 30, 2022, 2023, 2024, 2025 and 2026 in accordance with U.S. generally accepted auditing standards; Government Auditing Standards (GAS), issued by the Comptroller General of the United States; and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The AUDIT FIRM will issue appropriate audit reports.

The AUDIT FIRM and the SCHOOL DISTRICT desire to enter into and execute a written contract involving these services and to agree upon the terms thereof.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and agreements by the parties made to be kept and performed, the parties agree as follows:

AGREEMENT

The AUDIT FIRM, as an independent contractor, and not as an agent of the SCHOOL DISTRICT, shall provide the services.

Term of Agreement

The term of this Agreement shall be for the period beginning July 1, 2022 and ending June 30, 2023. The SCHOOL DISTRICT assumes no liability for work performed or costs incurred prior to the contract beginning dates or subsequent to the completion dates.

The audit reporting package will be submitted no later than December 31, 2022. (Note: Date may not be later than 9 months after the fiscal year end.)

The AUDIT FIRM shall provide ten (10) paper copies and one electronic copy of the audit reporting package to the SCHOOL DISTRICT; **one** electronic copy to the Auditor General's Office, Accounting Services Division; and **one** electronic copy to the Arizona Department of Education (ADE), Grants Management Division. The electronic copies shall be in PDF format. In addition, the *AUDIT FIRM must* send a paper copy or electronic copy of the audit reports to the District's county school superintendent's office.

Additionally, the AUDIT FIRM shall submit **one** copy of the audit reporting package and data collection form to the Federal Audit Clearinghouse.

The AUDIT FIRM will make no other distribution unless approved by the SCHOOL DISTRICT.

Data Collection Form

To comply with the Uniform Guidance, the AUDIT FIRM and SCHOOL DISTRICT shall complete the data collection form approved by the OMB as instructed.



Exhibit A Sample Contract

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
Description: Audit Services

Audit Reporting Package

The audit reporting package shall include all reports required by U.S. Generally Accepted Auditing Standards, GAS, and the Uniform Guidance.

Uniform System of Financial Records (USFR) Compliance

The AUDIT FIRM will also complete the USFR Compliance Questionnaire and submit it, along with management letters the AUDIT FIRM issues to the SCHOOL DISTRICT, to the Auditor General and to ADE in electronic format (PDF). For a biennial audit, the compliance questionnaire is only required to be completed for the second year of the 2-year audit period. The Auditor General will determine whether the SCHOOL DISTRICT has established and maintained the requirements prescribed by the USFR at a satisfactory level. **Assertions on the USFR Compliance Questionnaire made by the AUDIT FIRM must be adequately supported in the audit documentation, as described in the instructions to the questionnaire.**

Audit Standards

The AUDIT FIRM attests that it meets the independence standards of and will conduct the audit in accordance with U.S. generally accepted auditing standards and GAS. Standards adopted by the American Institute of Certified Public Accountants have been incorporated into GAS unless the United States Government Accountability Office has excluded them by formal announcement.

Exit Conference

Following completion of the draft reports, the AUDIT FIRM must hold an exit conference with responsible SCHOOL DISTRICT officials. The purpose of the exit conference is to discuss the draft audit reports with the SCHOOL DISTRICT, identify any errors, and obtain comments on the reports' findings and recommendations. In addition, the AUDIT FIRM should review the District's USFR deficiencies with the SCHOOL DISTRICT officials.

Payments and Compensation

Compensation for audit services, including travel and out-of-pocket expenses, shall not exceed the amounts listed below. **(Note: If a multiterm contract or an option-to-renew contract, the SCHOOL DISTRICT should separately list the cost for each year. The cost for non-audit services such as application fees paid for submission of reports to ASBO and GFOA for certification or for the preparation of the Meritorious Budget Award application to ASBO, if any, should be included in the Other column below.)**

Fiscal Year-End	Audit of			Total
	Financial Statements	Federal Programs	Other	
FY 2021-22				
FY 2022-23				
FY 2023-24				
FY 2024-25				
FY 2025-26				

The SCHOOL DISTRICT shall pay the AUDIT FIRM in installments based on periodic written progress reports and invoices for the work accomplished to date. *In accordance with the Uniform Guidance, the allowable charges for federal awards may be calculated as a direct cost or an allocated indirect cost.*



Exhibit A Sample Contract

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
Description: Audit Services

The SCHOOL DISTRICT will withhold the final ___ percent of the annual contract amount or \$_____, whichever is greater, until all written reports are accepted in final form by the SCHOOL DISTRICT.

All audit work, drafts, and final reports must be completed in a timely manner. For each week after _____, that all reports are not received by the SCHOOL DISTRICT, the AUDIT FIRM will be penalized with a ___ percent reduction in the audit fee.

Changes in Work

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

Responsibility, Claims, and Liabilities

The AUDIT FIRM hereby agrees to hold the SCHOOL DISTRICT or any of its officers or employees harmless from all sums the SCHOOL DISTRICT or any of its officers or employees may be obligated to pay by reason of any liability imposed upon any of them for damages arising out of the AUDIT FIRM's performance of professional services for the SCHOOL DISTRICT in the AUDIT FIRM's capacity as a contract auditor; or caused by any error, negligence, omission, or act of the AUDIT FIRM or any person employed by it or others for whose acts the AUDIT FIRM is legally liable. The above sums shall include, in the event of any legal action, court costs, litigation expenses, and reasonable attorney fees.

Assignments

The contract may not be assigned by the AUDIT FIRM without prior written consent of the SCHOOL DISTRICT and the Auditor General.

Compliance with Laws

In accordance with A.R.S. §41-2501, et seq, and *Arizona Administrative Code* (AAC) R7-2-1001, et seq, the contract shall be governed and interpreted by the laws of the State of Arizona and the School District Procurement Rules.

The AUDIT FIRM shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the performance of this contract and the work hereunder and shall comply with applicable laws and regulations governing safety and health.

The AUDIT FIRM shall procure all required insurance, permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of the work.

Jurisdiction

This contract and all work hereunder shall be subject to the laws, rules, regulations, and decrees of the State of Arizona, including AAC R4-44-101 et seq. In the event of a dispute, the parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes. Any litigation shall be commenced and prosecuted in an appropriate court of competent jurisdiction within the State of Arizona.

Retention of Records and Access to Documents

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



Exhibit A Sample Contract

Altar Valley School District
10105 South Sasabe Rd.
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Solicitation No: RFP #2022-002-27
Description: Audit Services

Failure to Perform

Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the SCHOOL DISTRICT cause to cancel this contract on written notice to the AUDIT FIRM. In the event of cancellation for breach of this contract, the AUDIT FIRM shall not be entitled to damages, and agrees not to sue the SCHOOL DISTRICT for damages therefor. Notwithstanding other legal remedies that may be available to the SCHOOL DISTRICT because of the cancellation for breach of this contract, the AUDIT FIRM agrees to indemnify the SCHOOL DISTRICT for its costs in procuring the services of a new audit firm.

E-Verify

In accordance with A.R.S. §41-4401, AUDIT FIRM warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214.

Nondiscrimination

In accordance with A.R.S. §41-1461, et seq, the AUDIT FIRM shall comply with all applicable federal and state statutes, executive orders, regulations, and other requirements relating to civil rights and nondiscrimination in employment.

Inability to Complete Audit

If the AUDIT FIRM is unable to complete the audit on account of circumstances beyond its control and through no fault of the AUDIT FIRM, the AUDIT FIRM may cancel this agreement by giving the SCHOOL DISTRICT written notice. In the event of such cancellation, the SCHOOL DISTRICT shall be liable to the AUDIT FIRM only for the work performed up to and including the date of the notice and shall pay for hours completed on the audit based on the rates, which include travel and out-of-pocket expenses, submitted by the AUDIT FIRM in its proposal.

Cancellation of School District Contracts

The SCHOOL DISTRICT reserves the right to cancel the contract if the SCHOOL DISTRICT is no longer required to obtain an audit. The SCHOOL DISTRICT shall notify the Auditor General of the cancellation. For changes in the type or frequency of the audit required, see the Changes in Work section above.

Conflict of Interest

Pursuant to A.R.S. §38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of the SCHOOL DISTRICT is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of the AUDIT FIRM in any capacity or a consultant to the AUDIT FIRM with respect to the subject matter of the agreement, the SCHOOL DISTRICT may cancel the agreement within 3 years of execution of the contract without penalty or further obligation, and any fee paid to such person may be recouped.

Contracts and Amendments

The Request for Proposals, statement of qualifications, and the actual proposal from the AUDIT FIRM with appropriate addenda and terms, are by reference incorporated herein as if fully set forth in this agreement.

This agreement, its exhibits, appendices, attachments, and Request for Proposals and actual proposal, including any amendment to the agreement, shall constitute the entire contract between the parties. In the event a conflict exists between this agreement and the AUDIT FIRM's proposal, the conflict will be resolved consistent with this agreement and the Request for Proposals.

THIS CONTRACT shall become effective after approval by the Auditor General and on the date of execution by the SCHOOL DISTRICT.



Exhibit A Sample Contract

Altar Valley School District
10105 South Sasabe Rd.
Tucson, AZ 85736

Solicitation No: RFP #2022-002-27
Description: Audit Services

(SCHOOL DISTRICT ADMINISTRATOR)

(AUDIT FIRM)

BY: _____

BY: _____

TITLE: Superintendent _____

TITLE: _____

DATE: _____

DATE: _____

TIN: _____
(TAXPAYER IDENTIFICATION
NUMBER)

SEALED PROPOSAL MAILING LABEL

Solicitation No: RFP #2022-002-27
Description: Audit Services

Due no later than June 14, 2022 at 11:00 AM (LOCAL TIME)

FROM:

Name of Firm

Address

City, State, Zip

Phone

Altar Valley School District
Attn: LeAnn Burns, Business Manager
10105 South Sasabe Rd.
Tucson, AZ 85736