

**SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT NO. 35
RIO RICO, AZ 85648**

NOTICE OF INVITATION FOR COMPETITIVE SEALED PROPOSALS

REQUEST FOR COMPETITIVE SEALED PROPOSAL NO. 21-06

Services: Speech / Language Pathology Services

PROPOSAL DUE DATE: March 5, 2021 at 2:00 p.m. Arizona time

LOCATION: 1374 W. Frontage Rd., Rio Rico, Arizona 85648

In accordance with the School District Procurement Rules in the Arizona Official Compilation of Administrative Rules and Regulations (A.C.R.R.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, competitive sealed proposals for the services specified will be received by the Santa Cruz Valley Unified School District No. 35, 1374 W. Frontage Rd., Rio Rico, AZ 85648 until the time and date cited above.

Proposals received by the correct time and date will be opened and the name of each offerer will be publicly read. Proposals must be in the actual possession of the Santa Cruz Valley Unified School District No. 35 on or prior to the exact time and date indicated above. Late proposals will not be considered unless the proposal:

1. Is received before contract award at the location designated for receipt of proposals in the Request for Competitive Sealed Proposals, and
2. Would have been received on time but for the action or inaction of the Santa Cruz Valley Unified School District No. 35 personnel.

Proposals must be submitted in a sealed envelope to the above address with the Request for Competitive Sealed Proposal number, title, opening date and the offerer's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten, 2 copies must be submitted. Additional instructions for preparing the proposal are provided in the Attachments.

Offerers are strongly encouraged to carefully read the entire Request for Competitive Sealed Proposals. Refer any questions regarding this proposal to Lourdes Ocampo, Procurement at (520) 375-8272 or via email at locampo@scv35.org

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ATTENTION: Failure to complete and return attachment 5 may result in the disqualification of your proposal for non-compliance.

INSTRUCTIONS TO VENDORS FOR SERVICES OR GOOD

WITHDRAWAL OF PROPOSAL: At any time prior to the specified time and date set for proposal opening, a Vendor (or his designated representative) may withdraw his proposal in accordance with the Department of Education School District Rule R7-2-1044.

SIGNATURE: The Vendor Representative must sign the Proposal and Contract page (Attachment 5) and return in the proposal package. A person authorized to sign the Vendor Offer must initial erasures, interlineations or other modifications in the proposals.

USE OF FORMS: All responsive proposals shall include the forms provided in this proposal invitation package. It is permissible to copy these forms if required.

MARKING OF PROPOSAL ENVELOPES: Proposals shall be contained in a sealed envelope, plainly marked with the vendor name and complete address, and the proposal number, title, and opening date.

DELIVERY: Sealed proposals are to be mailed or delivered to: Santa Cruz Valley Unified School District No. 35 (SCVUSD), 1374 W. Frontage Rd., Rio Rico, AZ 85648, Attention: Business Office. The proposal is to arrive no later than the date and time stated on the cover sheet. Proposals will be date/time marked when delivered. The proposal will be opened in public in the District Office on the date and time stated in the proposal.

LATE DELIVERY: Late proposals will not be considered under any circumstances, except as noted on the front page of this proposal. If a proposal arrives late, a late notification will be sent to the vendor.

PUBLIC VIEWING: All proposals will be available for public review subsequent to publication of award notification in accordance with the Department of Education School District Procurement Rules.

PROPOSAL CHANGES: No proposal shall be altered, amended or withdrawn after the specified time for opening proposals, except under circumstances set forth in the Department of Education School District Procurement Rule R7-2-N28.B.

TIME PERIODS: Periods of time, stated as a number days, shall be calendar days.

ACCURACY: It is the responsibility of all Vendors to examine the entire proposal package and seek clarification of any item or requirement that may not be clear to them and check all responses for accuracy before submitting a response.

AMENDMENT: Receipt of amendment (if applicable) must be acknowledged by signing and returning the document, in the proposal package or otherwise, prior to the hour and date specified for receipt of proposals.

AWARDS: Awards shall be made with reasonable promptness to the Vendor(s) whose proposal best conforms to the invitation and will be most advantageous to the SCVUSD with respect to price, conformity to the specifications and other factors. Other factors to be considered may include, but not be limited to Vendor's past performance on other contracts with the SCVUSD. Award(s) may be made to other than the low price proposal.

NEGOTIATIONS: Proposals allow discussions with competing proposer and changes in their initial proposals including prices can be made. Comparative judgmental evaluations can also be made when selecting among accepted proposal for award of contract.

CANCELLATION: The SCVUSD Governing Board, notwithstanding any other provisions of this Request for Proposals (including all attached documents), expressly reserves the right to: 'cancel the proposal and re-issue a second proposal'.

THE OFFER: A proposal in response to a Request for Proposals is an offer by a proposer to contract with the SCVUSD based upon the terms, conditions and specifications contained in the District's proposal invitation. Proposals do not become contracts unless and until the Governing Board of the District accepts them. A contract is formed when the District gives written notice of award(s) to the successful proposer(s). In the absence of a provision to the contrary in the Request for Proposals the contract has its inception in the award as distinguished from a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the invitation and specifications.

FAILURE TO RESPOND: Persons who fail to respond to Request for Proposals for two consecutive procurements of similar items may be removed from the applicable proposers list. Persons may be reinstated upon written request and if the SCVUSD determines it is advantageous to the District.

PROPOSER ERRORS AND OMISSIONS: The District is not responsible for any Proposer's errors or omissions.

CONFIDENTIAL INFORMATION: If a vendor believes that a proposal, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.

EVALUATION: Evaluation criteria may include, but not be limited to:

- A. Conformity with specifications and general considerations.
- B. Successfulness of prior public school projects.
- C. References.
- D. Completeness of responses.
- E. Cost considerations and any other factors that would be advantageous to the Santa Cruz Valley Unified School District No. 35.
- F. Specific evaluation criteria for each proposal, or offer will be listed in the Specifications section.

RESTRICTIVE PROPOSAL PROVISIONS: If provisions of the detailed specifications preclude an otherwise qualified Proposer from submitting, a written request for modification must be received by the SCVUSD business manager at least ten (10) working days prior to the opening. All proposers will be notified by an addendum to the proposal of any approved specific changes.

TERMS AND CONDITIONS

1. **APPLICABILITY.** All terms embodied herein are applicable to this invitation for request for proposal and any resulting contract, unless otherwise stipulated. Some paragraphs pertain to goods and others for services. The "if applicable rule" applies in these cases.
2. **SHIPPING.** All prices are to be quoted F.O.B. delivered, unless otherwise specified. Risk of loss and/or damage shall be upon the Vendor until such time as the goods have been physically delivered and accepted by the business manager. Vendor shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and ICC regulations.
3. **SHIPMENT UNDER RESERVATION PROHIBITED.** Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as tender of the goods.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Vendor shall not have the right to substitute a conforming tender.
5. **INSPECTION.** All goods are subject to final inspection acceptance by the Business Manager. Material/services failing to meet the requirements of this Contract will be held at Vendor's risk and may be returned to Vendor. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Vendor.
6. **VARIATION IN QUANTITY.** The Business Office must approve variation in the quantities ordered in writing.
7. **UNIT PRICE TO PREVAIL.** Prices shall be submitted on a per unit basis by line, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless judged obviously in error by the District. The District reserves the right to utilize the total price on "all or nothing" items when applicable.
8. **USE OF BRAND NAME REFERENCES.** The use of brand names or manufacturers' catalog references shall be construed as a quality level, method and type of performance, and does not indicate that the item cited is mandatory unless indicated on the proposal.
9. **TECHNICAL SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. Proposals, which do not meet the specified minimal standards, will be rejected.
10. **ALTERNATE PROPOSALS.** Proposals submitted for alternate items, which do not meet or succeed the minimum specifications, shall so state in the proposal specifically identifying each item of non-conformance. The Proposer should also include detailed brochures and specifications for the alternate items. The District shall be sole judge of the acceptability of alternates.
11. **DEVIATIONS.** If items offered for sale deviate from the specified, **PROPOSERS MUST SUBMIT DEVIATION SHEETS, IDENTIFYING BRAND AND CATALOG INFORMATION WITH THE PROPOSAL** (Substitution Request Form, Form 208). **DEVIATIONS SHALL BE ITEMIZED ON THE SUBSTITUTION REQUEST FORM (FORM 208). PROPOSERS FAILURE TO INCLUDE** SUCH INFORMATION WILL RESULT IN REJECTION OF ALL OR PART OF THEIR PROPOSAL.
12. **TIME FOR DELIVERY.** The time for delivery must be stated in definite terms and may be a factor in making an award, pricing notwithstanding. Advance deliveries are prohibited unless approved by Purchasing.
13. **TIME IS OF THE ESSENCE.** Because the District is providing services, which involve the health, safety and welfare of the students, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Proposer.
14. **DEFAULT.** In case of default by the Proposer, the District may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (a) deduction from an unpaid balance due; (b) collection against the proposal and/or performance bond; or (c) a combination of the aforementioned remedies or other remedies as provided by law.
15. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH.** Each installment or lot of this contract is dependent on every other installment or lot and a delivery of nonconforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of contract as a whole.
16. **GRATUITIES:** The buyer may, by written notice to the Vendor, cancel this Contract if it is found by Buyer that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the Santa Cruz Valley Unified School District No. 35 with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor the amount of the gratuity.
17. **ASSIGNMENT-CLAIMS.** Vendor and the Santa Cruz Valley Unified School District No. 35 recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Santa Cruz Valley Unified School District No. 35. Therefore, Vendor hereby assigns to the Santa Cruz Valley Unified School District No. 35 any and all claims for such overcharges.
18. **ADVERTISING.** Vendor shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this Contract, except to the extent necessary to comply with proper request or information as provided by appropriate statutes.
19. **LIENS.** All goods delivered and labor performed under this Contract shall be free of all liens and, if Buyer requests, a formal release of all liens will be delivered to Buyer.
20. **MAXIMUM PRICES.** The District shall not be invoiced at prices higher than those stated in any contract resulting from this proposal. Proposer certifies, by signing the proposal, that the prices offered are no higher than the lowest price the Proposer charges other buyers for similar quantities under similar conditions. Proposer further agrees that any reductions in the price of the goods or service covered by the proposal and occurring after award, will apply to the undelivered balance.

- The Proposer shall promptly notify the District of such price reductions.
21. **DELAY IN EXERCISING CONTRACT REMEDY.** Failure or delay by the District to exercise any right, power, or privilege shall not be deemed a waiver thereof.
 22. **ORDER OF PRECEDENCE.** In the event of conflict, the following precedence shall prevail: (a) Terms and Conditions set forth on the face of the Contract; (b) provisions set forth on Drawings or Specifications; (c) provisions set forth in Referenced Documents; (d) the Instructions to Vendors.
 23. **AUTHORIZED CHANGES.** The District reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and/or quantities. If any change causes an increase or decrease in the cost of or the time required for performance an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless evidenced in writing and approved by the Coordinator of Finance prior to the institution of the change.
 24. **COVENANT AGAINST CONTINGENT FEES.** Vendor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
 25. **CONFIDENTIAL INFORMATION.** If a vendor believes that a proposal, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
 26. **TYPE OF CONTRACT.** The type of contract shall be a completed, authorized and signed district purchase order.
 27. **TAXES.** Taxes will be included in the Vendor's pricing. TO OUT OF STATE VENDORS: We are required to report and pay any Arizona Use Tax incurred or to be incurred on this purchase directly to the Arizona Department of Revenue. Please do not add such tax on any billing or invoice.
 28. **TERMINATION FOR CONVENIENCE.** The District reserves the right to terminate any resulting orders or contract upon thirty (30) days written notice. The District will be responsible only for those standards items that have been delivered and accepted. If the items being purchased are truly unique and therefore not saleable or usable for any other application, the District will reimburse the Vendor for actual labor, material and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-progress, and completed but undelivered goods, will pass to the District after costs are claimed and allowed. The Vendor shall submit detailed cost claims in an acceptable manner and shall permit the District to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
 29. **CONFLICT OF INTEREST.** Pursuant to A.R.S. Section 38-511, this Contract is subject to cancellation by district if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Santa Cruz Valley Unified School District No. 35 is, at any time while the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
 30. **FORCE MAJEURE.** Neither party shall be held responsible for any issues resulting in the fulfillment of any terms nor if conditions of this Contract are delayed or prevented by any other cause not within the Contract of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.
 31. **RIGHT TO ASSURANCE.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
 32. **INTERPRETATION-PAROL EVIDENCE.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.
 33. **CHOICE OF LAW.** The parties hereby agree that this Agreement was negotiated, made and entered into in Arizona and under the laws of Arizona.
 34. **BUYER/PROPOSER INDEMNIFICATION.** The Proposer shall hold the District's officers, agents, and employees free and harmless against any and all liability, including cost of claims, suits and counsel fees arising from, growing out of, or incidental to the actual or alleged use of any copyrighted composition, secret or proprietary process, patented or unpatented invention, article or appliance, including foreign letters patents, furnished as a result of this proposal. Contractor hereby indemnifies and shall defend and hold harmless, Santa Cruz Valley Unified School District No. 35 and all of its employees, agents, directors, board members and officers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses, of whatsoever kind of nature, arising out of or resulting from the performance of the contract, including liability caused by the concurrent negligence of the contractor and Santa Cruz Valley Unified School District No. 35. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole negligence of the Santa Cruz Valley Unified School District No. 35.
 35. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** The Proposer products, services and facilities shall be in full compliance with all applicable Federal, State and local health environmental and safety laws, regulations, standards and ordinances, regardless of whether or not they are referred to by the District.
 36. **RESPONSIBILITY FOR CORRECTION.** It is agreed that the proposer shall be fully responsible for making any correction, replacement or modification necessary for specification or legal compliance. In the event of any call back, proposer agrees to give District first priority. Proposer agrees that if the product or service offered does not comply with the foregoing, the Business Office has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of

non-compliance and Proposer further agrees to be fully responsible for any consequential damages suffered by the District.

37. **WARRANTY.** Unless otherwise specified, all items shall be guaranteed for a minimum of two (2) years against defects in material and workmanship. At any time during the period, if defect should occur in any item, that item shall be repaired or replaced by the vendor at no obligation to the District, except, where it be shown that the defect was caused by misuse and not faulty manufacture. The Proposer expressly warrants all items to be fit and sufficient for their intended purpose. Any sample or model submitted shall create an express warranty that the whole of the goods shall conform to the sample or model. All warranties shall survive acceptance and payment by the District.
38. **REMEDIES AND APPLICABLE LAWS.** The State Board of Education School District Procurement Rules R7-2-1001 through R7-2-1195 and Santa Cruz Valley Unified School District No. 35 Board Policies, where applicable, are

incorporated by reference herein and are made a part of this document as if they are fully set forth herein. NOTE: The State Board of Education School District Procurement Rules are available at most public libraries and in the Business Office at Santa Cruz Valley Unified School District No. 35. Board policies for Santa Cruz Valley Unified School District No. 35 are available in the Superintendent's office.

39. **LATE SUBMISSION.** The District will not honor any invoices or claims which are tendered after June 30 of the fiscal year the account accrued.
40. **ASSIGNMENT.** It is mutually agreed that the successful proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of the right, title or interest therein, or the power to execute such contract, to any other person, company or corporation without prior written consent of the School District.
41. **INVOICES.** Purchase Order Number must appear on all copies of the invoice.

Federal Funds

A. Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Santa Cruz Valley Unified School District No. 35 expends federal funds, Santa Cruz Valley Unified School District No. 35 reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

B. Equal Employment Opportunity

It is the policy of Santa Cruz Valley Unified School District No. 35 not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (B) above, when Santa Cruz Valley Unified School District No. 35 expends federal funds on any federally assisted contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

C. Rights to Invention Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by Santa Cruz Valley Unified School District No.35, Vendor certifies that during the term of an award for all contracts by Santa Cruz Valley Unified School District No. 35 resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

D. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (D) above, when federal funds are expended by Santa Cruz Valley Unified School District No. 35,

Vendor certifies that during the term of an award for all contracts by Santa Cruz Valley Unified School District No. 35 resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

E. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (E) above, when federal funds are expended by Santa Cruz Valley Unified School District No. 35 Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by Santa Cruz Valley Unified School District No. 35 resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.
- (4) Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Santa Cruz Valley Unified School District No. 35 for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

SPECIAL TERMS AND CONDITIONS

1. **CANCELLATION.** The Santa Cruz Valley Unified School District No. 35 reserves the right to cancel the whole or any part of this contract due to failure of the Vendor to carry out any term, promise, or condition of the contract. The Santa Cruz Valley Unified School District No. 35 will issue a written ten (10) day notice of default to the Vendor for acting or failing to act as in any of the following:
 - a. In the opinion of the Santa Cruz Valley Unified School District No. 35, the Vendor provides material that does not meet the requirements of the contract.
 - b. In the opinion of the Santa Cruz Valley Unified School District No. 35, the Vendor fails to perform adequately the service required in the contract.
 - c. In the opinion of the Santa Cruz Valley Unified School District No. 35, the Vendor attempts to impose on the Santa Cruz Valley Unified School District No. 35, materials, products, service or workmanship which is of an unacceptable quality.
 - d. The Vendor fails to complete the required work or furnish the required materials within the time stipulated in the contract.
 - e. In the opinion of the Santa Cruz Valley Unified School District No. 35, the Vendor fails to make progress in the performance of the requirements of the contract and/or gives the District a positive indication that the Vendor will not or cannot perform to the requirements of the contract.
2. The Santa Cruz Valley Unified School District No. 35 may resort to any single or combination of the following remedies:
 - a. Cancel any contract for any of the above stated reasons;
 - b. Reserve all rights to claims to damage for breach of any covenants of the contract:
 - c. In the case of default, the Santa Cruz Valley Unified School District No. 35 reserves the right to purchase in the open market, or to complete the required work, at the expense of the Vendor. The Santa Cruz Valley Unified School District No. 35 may recover any actual excess costs by:
 - (1) Deduction from an unpaid balance;
 - (2) Collection against the proposal and/or performance bond, or;
 - (3) Any combination of the aforementioned remedies or any other remedies as provided by law.
3. **CONTRACT APPLICABILITY:** Proposer must substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Request for Proposal. All previous agreements, contracts, or other documents, which have been executed between the proposer and the Santa Cruz Valley Unified School District No. 35, are not applicable to this Request for Proposal or any resultant contract.
4. **CONDITION OF AWARD:** By submitting a proposal, the Vendor understands and agrees to promote and offer to the Santa Cruz Valley Unified School District No. 35 only those products and/or services as stated in and allowed for under resultant contract. Violation of this condition is grounds for terminating the contract.
5. **BILLING:** All billing notices to the Santa Cruz Valley Unified School District No. 35 shall identify the specific item(s)/service(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued by the Santa Cruz Valley Unified School District No. 35 will refer to the contract number resulting from this request for proposal.
6. **SPECIAL CONSIDERATIONS:** All proposals must include:
 - a. A statement of qualifications of the Proposer for the contract including education, training and experience of members of the firm and key employees.
 - b. A statement of any factors that could reduce or minimize the cost of the services provided.
 - c. A sample listing of all clients to whom the proposer has furnished services during the last five years. Submit names, titles, addresses and phone numbers.
 - d. Authorization of the Proposer allowing the District to inquire of all clients listed regarding the Proposer performance and qualifications.
 - e. Signature of responsible proposing party.
7. **FEE PROPOSAL:** Advise the District of the basis on which such person's/firm's charges and fees will be made. The fee proposal must be submitted in a separate sealed envelope, clearly marked "Fee Proposal", referencing this request for proposals. The fee proposals will not be opened by the District until after the firms have been ranked and the highest qualified firm has been determined.
8. **FEE RENEWAL:** Fee for services to be negotiated after each year.
9. **EVALUATION COMMITTEE:** All vendor proposals will be reviewed and evaluated by a committee consisting of District Personnel.

SPECIFICATIONS

This is a request to provide speech pathology services to the District.
The service will begin at the date of acceptance by the Governing Board.
The services rendered should include the following areas:

1. Speech pathology services at a maximum of 40 hours per week up to 40 weeks.
2. Services defined as identification and evaluation of students with speech/language impairments. Pre-K through 12 in accordance with District, State and Federal requirements.
3. Therapy services for students identified with speech/language impairments in Pre-K through 12 in accordance with District, State and Federal requirements.
4. Consultation with teachers, staff and parents of students identified with speech/language impairments grades Pre-K through 12 in accordance with District, State and Federal requirements.
5. Completion of all required documentation and paperwork in accordance with District policies and procedures, including participation in Medicaid reimbursement on behalf of the District.

REQUIREMENTS INCLUDE:

1. Current Arizona licensure
2. ADE requirements for certificate in Speech/Language Impairment
3. Current registration with AHCCCS as a provider
4. Professional liability insurance
5. Bi-lingual (Spanish/English) preferred

CONTRACT

The district reserves the right to select more than one provider. It is anticipated that the successful offeror(s) will be issued a contract for a period of five (5) years renewable annually. Resubmission of statement of qualifications and fee proposals required annually.

PROPOSAL REQUIREMENTS

The District requires two (2) copies of the prepared and signed proposal (the original plus 1 copy) which should include the following proposal information:

- **A separate, sealed, marked envelope containing the fee proposal.**

RESPONSE INFORMATION

Services: Vendors should specifically indicate which of the services listed in specifications that they will provide and any other services that may be of benefit to the District.

Rates: Indicate daily fee schedules, the mileage rates if any, and any other reimbursable expenses.

EVALUATION PROCESS

The evaluation committee will rate all vendors based on the listed criteria below. One (1) or more of the highest rated individuals or agencies may be contacted for interview and negotiation of fees, if the committee deems discussions or clarifications necessary.

EVALUATION CRITERIA

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

• Technical Criteria	Points
Conformity with specifications and general considerations.	10
Successfulness of prior public school experience.	10
Completeness of responses.	10
Qualifications of Speech Pathology Services.	
Experience, training, and education especially in Arizona Public Schools.	20
Scope of work/service to be performed.	20
Cost considerations and any other factors that would be most advantageous to the SCVUSD No. 35.	30
Total Points	<hr/> 100

PROPOSAL CONTRACT
VENDOR OFFER

In compliance with the Notice of Request for Proposal and Instructions to Vendors, the Undersigned hereby proposes and agrees to furnish the material and/or service required in accordance with the specifications, terms and conditions and amendments, contained in the proposal at the prices set forth herein.

For clarification of this offer, contact:
_____, at (phone) _____

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

AWARD OF PROPOSAL AND EXECUTION OF CONTRACT (For District Use Only).

ACCEPTANCE OF PROPOSAL:

Your offer is hereby accepted.

You are now bound to sell the personal property and/or service listed on the attached Notice of Award and/or Proposal Price Sheet, on the terms and conditions, and for the prices set forth in the attached contract documents consisting of the Notice of Request for Proposal, Terms and Conditions, Specifications, and Amendments.

Your contract at the Santa Cruz Valley Unified School District No. 35 is for:

Speech Pathology Services

This contract shall henceforth be referenced Santa Cruz Valley Unified School District No. 35 Contract No. 21-06. You are cautioned not to commence any billable work or provide any service under contract until you receive an executed purchase order.

Santa Cruz Valley Unified School District No. 35
Awarded this _____ day of _____, 20____.

Superintendent or designee

NON-COLLUSION AFFIDAVIT

State of Arizona

ss.

County of Santa Cruz

Before me, the undersigned, personally appeared

_____, affiant,
(Name)

the _____
(Title)

(Contractor/Proposer)

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

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

That Proposer has taken steps and exercised due diligence to ensure that Proposer has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O), A.A.C. § 24 (B.1.q), and A.A.C. R7-2-1003(J).



(Signature of Affiant)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____

THIS FORM MUST BE NOTARIZED

Remote online notarization is acceptable in accordance with A.R.S. §§ 41-371 through 41-380 and should contain a statement substantially as follows: "This remote online notarization involved the use of communication technology." Resources regarding online notaries for Arizona can be found at: <https://a.sos.gov/business/notary/notary>

**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.

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.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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.

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) _____

(Applies to accounts maintained outside the LLC.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ _____

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.