

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

NOTICE OF REQUEST FOR PROPOSALS

Services: Physical Therapy Services

Proposals Due Date: March 19, 2024 at 2:00 p.m. (Arizona Time)

Opening Location: 570 Camino Lito Galindo Rio Rico, AZ 85648

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, RFP's for the services specified will be received by the **Santa Cruz Valley Unified School District No. 35**, at the above specified location, until the time and date cited. RFP's received by the correct time and date shall be opened and the Proposer's pricing shall be publicly read and recorded. All other information contained in the RFP shall remain confidential until award is made. **If you need directions to our office**, please call **Lourdes Ocampo 520-375-8272**.

Initial contract term shall be **from July 1, 2024 through June 30, 2025** with an option to renew for up to 4 years.

No pre-proposal conference will be conducted.

RFP's 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 RFP's shall not be considered. The official time will be determined by the clock designated by the School District.

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

Proposer's are strongly encouraged to carefully read the entire Request for Proposal.

Lourdes Ocampo
locampo@scv35.org
520-375-8272

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Uniform Instructions to Proposers	3
Uniform General Terms and Conditions	8
Special Instructions to Proposers	18
Special Terms and Conditions	21
RFP Requirements	23
Specifications/Scope of Work	24
RFP Cost Form	25
Offer and Acceptance Form	26
Statement of No RFP	27
Deviations and Exceptions	28
Confidential/Proprietary Submittals	29
Amendment Acknowledgment	30
Non-Collusion Affidavit	31
I.R.S. W-9 Form	32

DOCUMENTS REFERENCED:

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

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

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: https://apps.azsos.gov/public_services/Title_07/7-02.pdf

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

Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations is available at: <https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

UNIFORM INSTRUCTIONS TO PROPOSER'S

1. Definition of Terms

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires a Proposer to submit as part of the RFP.
- B. **“Contract Amendment”** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
- C. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- D. **“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.
- E. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- F. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- G. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification in writing, and check its RFP for accuracy before submitting the RFP. Lack of care in preparing a RFP shall not be grounds for withdrawing the RFP after the RFP due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Proposer shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as a RFP and not be opened until after the RFP due date and time.
- D. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the RFP due date and time. Failure to do so may result in the inquiry not being answered.
- E. **No Right to Rely on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. A proposer may not rely on verbal responses to inquiries.
- F. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person

signing the RFP. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the RFP.

- G. Pre-RFP Conference. If a Pre-RFP Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A proposer should raise any questions it may have about the Solicitation or the procurement at that time. Statements made during a pre-RFP conference are not an amendment to the solicitation. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. RFP Preparation

- A. Forms. A RFP 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.
- B. Typed or Ink; Corrections. The RFP should be typed or in ink. Erasures, interlineations or other modifications in the RFP should be initialed in ink by the person signing the RFP. Modifications shall not be permitted after RFPs have been opened except as otherwise provided under A.A.C. R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the RFP.
- D. Exceptions to Terms and Conditions. All exceptions included with the RFP shall be submitted on the Deviations and Exceptions page in which the proposer clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The proposer's preprinted or standard terms will not be considered as a part of any resulting Contract. A RFP that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- E. Subcontracts. The proposer shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the RFP.
- F. Cost of RFP Preparation. The District will not reimburse any Proposer the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the RFP. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the RFP.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Proposer's are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in RFP. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident proposer's do not indicate taxes on a separate item in the RFP, the School District/Public Entity will conclude that the price(s) RFP includes all applicable taxes. At

all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the proposer.

- K. Disclosure. If the Firm, business, or person submitting this RFP 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 proposer must fully explain the circumstances relating to the preclusion or proposed preclusion in the RFP. The proposer shall include a letter with its RFP setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
 - 1. Amendments;
 - 2. Special Terms and Conditions;
 - 3. Uniform General Terms and Conditions;
 - 4. Scope of Work/Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Special Instructions to Proposer's;
 - 8. Uniform Instructions to Proposer's
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of RFP

- A. Sealed Envelope or Package. Each RFP shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a RFP and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of RFP is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the Solicitation. Unless otherwise instructed, a facsimile or electronically submitted RFP shall be rejected.
- C. RFP Amendment or Withdrawal. A proposer may modify or withdraw a RFP in writing at any time before RFP opening if the modification or withdraw is received before the RFP due date and time at the location designated in the Invitation for RFP. A RFP may not be amended or withdrawn after the RFP due date and time except as otherwise provided under A.A.C. R7-2-1028.
- D. Public Record. Under applicable law, all RFP's submitted and opened are public records and must be retained by the School District/Public Entity. RFP;s shall be open to public inspection after Contract award, except for such RFP's deemed to be confidential by the School District/Public Entity, pursuant to A.A.C. R7-2-1006. If a proposer believes that information in its RFP 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 be provided on the Confidential/Proprietary Submittals page 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.
- E. Non-Collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the proposer certifies that:

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other proposer 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, a RFP for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its RFP.
2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
3. By submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible 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.
4. By submission of this RFP, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
5. By submission of this RFP, 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) and A.A.C. R7-2-1003(J).

5. Additional RFP Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest proposer.
- C. Late RFP's, Modifications or Withdrawals. A RFP, Modification or Withdrawal submitted after the exact RFP due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1028(B).
- D. Disqualification. A RFP from a proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. RFP Acceptance Period. A proposer submitting a RFP under this Solicitation shall hold its RFP 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 RFP acceptance, the number of days shall be ninety (90).
- F. 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 within thirty (30) days.

- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:
1. Waive any minor informality;
 2. Reject any and all RFP's or portions thereof; or
 3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line 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 proposer's that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.
- B. Contract Commencement. A RFP does not constitute a Contract nor does it confer any rights on the proposer to the award of a Contract. A Contract is not created until the RFP is accepted in writing by the District/Public Entity authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the RFP.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative as listed in the Special Instructions to proposer's.

- A. Protest shall include:
1. The name, addresses, and telephone number of the interested party.
 2. The signature of the interested party or the interested party's representative;
 3. Identification of the purchasing agency and the Solicitation or Contract number;
 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 5. The form of relief requested.
- B. The interested party shall supply promptly any other information requested by the district representative.
- C. 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.
- D. In cases other than those covered in section C of the section, the interested party shall file the protest within ten (10) days after the school district makes the procurement file available for public inspection.
- E. 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 ten (10) days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

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

2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor

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

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

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. §§ 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
 - 1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the RFP and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

4. Contract Changes

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

- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 - 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. Warranties

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

7. School District/Public Entity's Contractual Remedies

- A. Right to Assurance. If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 - 1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Personal Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).
- C. Gratuities. In accordance with A.A.C. R7-2-1087(H) the School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that

employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

- D. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- F. Termination for Default.
 - 1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.
 - 3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.
- G. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

9. Contract Claims

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

10. Gift Policy

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

11. Integrity of RFP

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

12. Offshore Performance

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

13. Contractor’s Employment Eligibility

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

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws. Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

14. 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.

15. Fingerprint Clearance Cards

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

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

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

16. Clarifications

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

17. Confidential/Proprietary Information

Confidential information request: If the proposer believes that its RFP contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District/Public Entity of this fact shall accompany the RFP, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform proposer in writing of such determination.

When submitting a RFP containing “CONFIDENTIAL” information, proposer agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that the proposer marked as “CONFIDENTIAL”.

When requesting information in your Response to be considered as Confidential/Proprietary, a complete hardbound and electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.

Contract Terms and Conditions, Pricing and information generally available to the Public are not considered confidential information under this section.

Public Record: All RFP’s submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official.

FEDERAL FUNDING REQUIREMENTS

1. **Affordable Care Act:** The proposer understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). The proposer shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by State or Federal law.
2. **Certification Regarding Lobbying:** Pursuant to 31 USC 1352, the proposer must submit a certification regarding lobbying which conforms in substance with the language provided in 2CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.
3. **Certificate of Independent Price Determination:** The proposer admits that all prices in this RFP 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 proposer or with any competitor certification regarding non-collusion.
4. **Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation:** The proposer will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.
5. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** By signing the RFP & Acceptance form, the proposer certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The proposer shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)
6. **Energy Policy and Conservation Act:** The proposer shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat.871.)
7. **Equal Employment Opportunity:** The proposer shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).
8. **Record Keeping:** The books and records of the proposer pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture (for food/nutrition only), and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S § 35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).
9. **Termination Clause:** The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000).
10. **E-Verify Requirement:** The proposer warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A. (That

subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

11. **Minority & Woman Businesses:** When federal funding may be used, the District shall take affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are notified of solicitation opportunities when possible. Prime contractors are required to take the same affirmative steps let 2 CFR Part 200.321
12. **Contract Violations or Breach of Contract:** The District reserves all administrative, contractual and legal rights and privileges under applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract.
13. **Rights to Inventions:** For all contracts that meet the definition of "funding agreement" and where the District wishes to enter into a contract with a small business firm or non-profit organization, the proposer shall comply with the Rights to Inventions made by non-profit organizations and small business firms under Government Grants, Contracts, and Cooperative Agreements.

SPECIAL INSTRUCTIONS TO PROPOSERS

1. District Representative

In accordance with A.A.C. R7-2-1024(B.1.j), and the “Uniform Instructions to proposer’s”, the District Representative is Isela Brown, Chief Financial Officer

2. Questions

All questions related to this Solicitation shall be in writing and directed to **Santa Cruz Valley Unified School District No. 35**, emailed to **locampo@scv35.org** PROPOSERS shall not contact or ask questions of the school or department for which the requirement is being procured. All inquiries shall be made a minimum of seven (7) days prior to the specified opening date as directed on Page 1. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions will be responded to as soon as possible.

3. Contract Award

It is anticipated that a contract under this RFP will be awarded to multiple proposer’s.

4. Multiple Award

Per A.A.C. R7-2-1024(B)(1)(i), the District reserves the right to make a multiple award to more than one supplier. Will need to include the District’s basis for determining whether to award multiple contracts, and the criteria for selecting vendors for multiple contracts. Proposer’s are not required to RFP on all items specified in this RFP. Proposer’s who provide an “All or Nothing” RFP will be deemed non-responsive.

5. Evaluation and Award Basis

Representatives of the District will evaluate the RFP.

Per A.A.C. R7-2-1031, the RFPs will be initially evaluated for conforming to the requirements of the RFP. All those responsible and responsive proposer’s who met the technical requirements will then be evaluated for pricing and specification of products.

Evaluation criteria are listed below.

- A. Cost/Discount Offered – While cost is a significant factor in considering the placement of the awards, it is not the only factor.
- B. Availability of dedicated account representative.
- C. References of educational customers who have purchased from you in the last six months.
- D. Past service and performance.
- E. Conformity to the exact requirements of this RFP.

All RFP’s shall be open for public inspection after award of contract, except to the extent the proposer designates, and the District concurs, that trade secrets or other proprietary data contained in the RFP documents remain confidential in accordance with A.A.C. R7-2-1006 and R7-2-1016.

Per A.A.C. R7-2-1031, representatives of the District will evaluate the RFP’s.

In accordance with A.A.C. R7-2-1024(B.1.c) the District **shall not** consider partial RFP’s for award of a contract under this RFP.

Other factors to be considered in making the award include but are not limited to: conformity with specifications, support available from the proposer’s representative, reliability of the proposer, satisfaction of

proposer's previous service, time for delivery, user need and adherence in providing information as requested in this RFP.

All RFP's shall be open for public inspection after award of contract, except to the extent the proposer designates, and the District concurs, that trade secrets or other proprietary data contained in the RFP documents remain confidential in accordance with A.A.C R7-2-1006 and R7-2-1016.

6. Proposer's Responsibility:

The successful proposer shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Proposer shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful proposer shall adequately screen all employees and, where applicable, independent contractor's and subcontractors who may be involved in providing services under this contract, to determine the appropriateness of their working at a public school facility.

The successful proposer shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful proposer agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.

The successful proposer must be prepared to provide an adequate work force and inventory of materials and equipment. It shall be the successful proposer's responsibility to ensure continuation of service.

The successful proposer must provide adequate training for all contracted employees providing services under this contract.

The successful proposer must make employees/contracted employees/subcontractors aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

7. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1024(B.1.k), PROPOSER shall acknowledge receipt of all amendments by **signing the amendment acknowledgement form on page 30 of the IFB.**

8. Proposer Required Contract/Agreement

If your company will require the District to sign a contract or agreement for this service, a copy of that contract/agreement must accompany your RFP response.

9. 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.

10. Integrity of RFP

By signing this RFP, the proposer affirms that the proposer has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District, or per A.A.C. R7-2-1024(B.1.q) Proposer has not engaged in collusion or anti-competitive practices in connection with the submitted RFP. Failure to sign the RFP, or signing it with a false statement, shall void the submitted RFP or any resulting contract.

11. Deviations to RFP

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the RFP form on the proposer's letterhead. Exceptions must be signed by an authorized representative of the company. Such appendages shall be considered part of the proposer's formal RFP.

SPECIAL TERMS AND CONDITIONS

1. **Purpose**

Pursuant to provisions of the Arizona School District Procurement Rules, the District intends to establish a contract(s) for Physical Therapy Services.

2. **Sufficient Funds**

The District fully anticipates that sufficient funds will be available for this purchase; however, funds are not currently available. Any contract awarded under this RFP will be conditioned upon the availability of funds.

3. **Insurance**

Proposer agrees to maintain such insurance as will fully protect proposer and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by proposer, its employees, or by anyone directly or indirectly engaged or employed by proposer. Proposer agrees to maintain such automobile liability insurance as will fully protect proposer and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by proposer or its employees, while providing services to the District.

Successful proposer **shall** be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming **Santa Cruz Valley Unified School District No. 35** as an additional insured party.

Successful proposer **shall** be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

4. **Affordable Care Act**

Proposer understands and agrees that is shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Proposer shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

5. **Licenses**

The successful proposer shall provide documentation of professional memberships, certifications, and licenses.

6. **Safety**

Proposer, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of proposer, its employees, its subcontractors, and/or other persons present. Proposer will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

7. Fingerprint Requirements

Fingerprint card(s) will be required for this contract, please refer to paragraph **sixteen (16)** under “Uniform General Terms and Conditions.” The fingerprints must be received by **July 1, 2024**.

8. Registered Sex Offender Restrictions

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

9. Terms of Award

It is the intent of the District to award a contract beginning upon award and continuing for one year. However, no contract exists unless and until a purchase order is issued.

Proposer shall be notified in writing by the Purchasing Department of the District’s intention to cancel the contract period at least thirty (30) calendar days prior to the expiration of the renewal contract period. Cancellation may be based upon lack of funds or proposer performance deficiencies.

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.

Per A.A.C. R7-2-1024(B.1.i), the District reserves the right to award a contract, beginning **July 1, 2024 and ending June 30, 2025**. The District reserves the right to extend the contract for four additional one-year contracts ending **June 30, 2029** providing services performed by the proposer are satisfactory to the District, and funding is available.

It is expected that Governing Board approval for this contract will be no later than **May 2024**.

10. 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.

11. Billing

All billing notices must be sent to each District’s Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by **Santa Cruz Valley Unified School District No. 35** will refer to the RFP number of this RFP.

12. Price Clause

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services RFP and shall include all associated costs. DO NOT include sales tax on any item in the RFP.

After initial contract term and prior to any contract renewal, the **Santa Cruz Valley Unified School District No. 35** will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The proposer shall likewise RFP any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the **Santa Cruz Valley Unified School District No. 35**.

RFP REQUIREMENTS

Three (3) copies of your RFP must be submitted. The **Santa Cruz Valley Unified School District No. 35** will not assume responsibility for any costs related to the preparation or submission of the RFP. In order for your RFP to be considered, the following should be included and should be referenced with **index tabs**:

- Tab 1. A signed letter of interest and statement of qualifications to provide the services.
- Tab 2. A professional resume of proposer
- Tab 3. Evidence of certification from the Arizona Department of Education or licensure from the Department of Health Services.
- Tab 4. At least (3) references from agencies or School Districts similar in size and scope to that of the Santa Cruz Valley Unified School District No. 35 for which you have provided school Physical Therapy Services. References should contain each school or agency name, complete address, contact name and telephone number.
- Tab 5. Authorization allowing the district to inquire of all clients listed regarding the proposer's performance and qualifications.
- Tab 6. A statement of the amount of errors and omissions insurance carried by the offeror for the contract.
- Tab 7. A spate, sealed, marked envelope containing the fee proposal.

- Tab 8. Offer and Acceptance Form
Non-collusion Affidavit Form
Acknowledgment of Amendment Form
Confidential/Proprietary Submittals Form
Deviations and Exceptions Form
W-9 Form
Certificates of Insurance

SCOPE OF WORK/SPECIFICATIONS

SCOPE OF WORK

This is a request to provide Physical Therapy services to the District.

The services rendered should include the following areas:

- Physical Therapy diagnostics and treatment.
- Supervision of paraprofessionals hired to assist in the provision of these services.
- Collaboration and consultation with teachers, parents and the District's staff members as required.
- Preparation of written reports of services provided, as required and in compliance with District, state and federal rules and regulations.
- Preparation of therapy notes to complete with billable units must be confirmed on or before the 15th day preceding each month.

Specifications

Specifications and specific requirements are included with this Request for Proposal. For each specific requirement, indicate if your RFP complies or how it deviates. Proposer's are strongly encouraged to be specific in describing their services and supplemental information may be attached. Each supplemental entry must reference the section or specific requirement to which it applies.

Rates:

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


RFP COST FORM

I/We, the undersigned, propose to provide the service necessary for the scope of work and specifications. (Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)

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

Will you provide a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing? ___ Yes ___ No

If yes, please indicate the prompt payment discount that will be provided: _____

_____ Name of Company Proposing	_____ Date Signed		
_____ Authorized Signature/Local Representative	_____ Telephone/Fax Number		
_____ Type Name and Position Held with Firm			
_____ Mailing Address	_____ City	_____ State	_____ Zip

OFFER AND ACCEPTANCE FORM

The Undersigned hereby submits an 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 RFP.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Offer, contact

Name:

Federal Employer Identification No.

Phone:

Fax:

Tax Rate: _____ %

E-Mail:



Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

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

1. The submission of the RFP did not involve collusion or other anti-competitive practices and proposer has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003(J) and A.A.C. R7-2-1024(B.1.q) have occurred.
2. The proposer 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 proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the RFP. Signing the RFP with a false statement shall void the RFP, any resulting contract and may be subject to legal remedies provided by law.
4. The proposer 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 proposer is in compliance and shall remain in compliance with the Export Administration Act.
6. In Accordance with A.R.S. § 35-393, the proposer is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
7. In Accordance with A.R.S. § 35-394, the proposer is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors, or suppliers thereof.
8. In accordance with A.R.S. § 15-512, the proposer shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. By submission of this RFP, 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 Offer is hereby accepted.

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

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

The Contractor has been cautioned not to commence any billable work or to provide any 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 of School District Official

STATEMENT OF NO RFP SUBMITTAL

If you are not responding to this service, please complete and return **only** this form to: locampo@scv35.org
1374 W Frontage Road Rio Rico, AZ 85648 to the attention of the Purchasing Department 520-375-8272.
(Please print or type, except signature)

Failure to respond may result in deletion of proposer's name from the qualified proposer's list for the Santa Cruz Valley Unified School District No. 35.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to respond to your RFP 24-02 for Physical Therapy Services because of the following reasons:

Service:

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to this solicitation.

_____ Remove our name from this list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet all insurance requirements.

_____ Other. (Specify below)

REMARKS:

SIGNATURE: _____ DATE: _____



DEVIATIONS AND EXCEPTIONS

Proposer's shall indicate any and all exceptions taken to the provisions or specification in this solicitation document.

Exceptions (mark one):

_____ No exceptions

_____ Exceptions taken (describe –attach additional pages if needed)

The Undersigned hereby acknowledges that all **deviations/exceptions** to this solicitation are clearly listed on this form:

Company Name: _____ Printed Name & Title: _____

Date: _____  Authorized Signature: _____

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

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

_____ Confidential/Proprietary materials included. Proposer’s should identify below any portion of their RFP deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the proposer and the District prior to any public disclosure. Requests to deem the entire RFP or price as confidential will not be considered. A complete copy of the RFP response with the Confidential/Proprietary material redacted must be submitted with your Offer and so identified. Failure to submit a redacted copy may result in denial of request.

Company Name: _____ Printed Name & Title: _____

Date: _____



Authorized Signature: _____

AMENDMENT ACKNOWLEDGMENT

This page is used to acknowledge any and all amendments that might be issued. Any amendments issued within three (3) days of the solicitation due date, will included a new due date to allow for addressing the amendment issues. Your signature indicates that you took the information provided in the amendments into consideration when providing your complete RFP response.

Please sign and date

AMENDMENT NO. 1 Acknowledgement

Signature _____ Date _____

AMENDMENT NO. 2 Acknowledgement

Signature _____ Date _____

AMENDMENT NO. 3 Acknowledgement

Signature _____ Date _____

If no amendments were issued, indicate below, sign the form and return with your response.

Company Name: _____ Printed Name & Title: _____

Date: _____  Authorized Signature: _____

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

Before me, the undersigned, personally appeared

, affiant,

(Name)

the

(Title)

(Contractor/PROPOSER)

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

That such RFP 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 RFP, or any other person, firm or corporation to refrain from submitting a RFP, 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. R7-2-1024 (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://azsos.gov/business/notary/enotary>

