

# Sonoita Elementary School District

## Notice of Request for Proposal RFP 22-07-26 Audit Services

**RFP Due Date and Time:** June 30, 2022 at 2:00 P.M. Arizona Time

**RFP Opening Location:** Sonoita Elementary School District #25  
23 Elgin Road  
Elgin, Arizona 85611  
*See enclosed submittal instructions.*

**Last Day for Questions:** June 20, 2022

**Pre-Proposal Conference:** None Required

In accordance with the School District Procurement Rules in the Arizona Administrative Code (A.C.C.) promulgated by the State Board of Education pursuant to ARS §15-213, competitive sealed proposals for the materials or services specified will be received by the Sonoita Elementary School District, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the name of each Offeror shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made.

The District will not be responsible for the pre-opening of, post-opening of, or failure to open a Proposal not properly addressed or identified. Proposals shall be in the actual possession of the Sonoita Elementary School District on or prior to the time and date, and at the location indicated above. Late solicitations shall not be considered.

Solicitations must be submitted in a sealed envelope or package with the Request for Proposal number and the Offeror's name and address clearly indicated on the envelope or package. Additional instructions for preparing a solicitation are provided herein.

Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be directed to: Name, Heidi Gonzales, Business Manager  
Email: Hgonzales@elgink12.com  
Phone: 520-455-5514 x304

*Heidi Gonzales*  
\_\_\_\_\_  
Heidi Gonzales  
Business Manager

Date Issued: May 31, 2022

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## DOCUMENTS REFERENCED

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

### **Arizona:**

Arizona Auditor General is available at

<https://www.azauditor.gov/>

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 (A.A.C.) is available at

[http://apps.azsos.gov/public\\_services/Title\\_07/7-02.pdf](http://apps.azsos.gov/public_services/Title_07/7-02.pdf)

### **Federal:**

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), 2 C.F.R. §§ 200.318-326

<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml>

## DEFINITION OF TERMS

A complete list of definitions can be found in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

**“Attachment”** means any item the Solicitation requires the Offeror to submit as part of the Proposal.

**“Contract”** means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement of Scope of Work/Services; the Proposal and any Best and Final Offers; any Solicitation Amendments or Contract Amendments, and purchase orders.

**“Contract Amendment”** means a written document signed by the District that is issued for the purpose of making changes in the Contract.

**“Contractor”** means any person who has a Contract with a school district.

**“Days”** means calendar days and shall be computed pursuant to A.R.S. 1-243.

**“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

**“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.

**“Materials”** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

**“Offer”** means a response to a Solicitation.

**“Offeror”** means a person submitting an offer in response to a Solicitation.

**“Person”** means any corporation, business, individual, union, committee, club, other organization or group of individuals.

**“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

**“Responsible Bidder or Offeror”** means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

**“Responsive Bidder or Offeror”** means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

**“School District or District”** means Sonoita Elementary School District and if applicable, any public entity or member of a consortium group as outlined herein.

**“Services”** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

**“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposal (“RFP”), or a Request for Quotations (“RFQ”).

**“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

**“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Inquiries

- A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries** - The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing the inquiry since it may then be identified as an Offer and not be opened until after the Proposal due date and time.
- D. **Timeliness** - Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. **No Right to Rely on Verbal Responses** - Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- F. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- G. **Pre-Proposal Conference** - If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. **Proposal Opening:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each Offeror will be read at this time. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the Offers and evaluation document shall be open for public inspection.
- I. **Time Stamp:** Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offerors assume the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified.
- J. **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.

### 2. Proposal Preparation

- A. **Forms:** - A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. **Typed or Ink Corrections.** - The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.

## UNIFORM INSTRUCTIONS TO OFFERORS

- C. **Signature(s) on Proposals** - The Offer and Contract Acceptance document should be submitted with an original ink signature by the person authorized to sign the Proposal. Failure to sign the Offer and Contract Acceptance document may result in rejection of the Proposal.
- D. **Exceptions to Terms and Conditions** - All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer. No exceptions included in the Offer shall become part of the resulting Contract unless agreed and accepted to by the District.
- E. **Subcontracts** - Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. **Cost of Proposal Preparation** – The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.
- H. **Provision of Tax Identification Numbers** - Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance form and provide the tax rate and amount, if applicable, on the Price Sheet.
- I. **Taxes:**
1. **Federal Excise Tax** - Arizona School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods.
  2. **Transaction Privilege Taxes** - Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes. If Arizona resident Offerors do not indicate taxes as a separate item in the Proposal, the School District will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
  3. **Property Taxes** - Arizona School Districts/public entities do not pay state property taxes.
  4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the District's location if separately stated on the invoice.
  5. **Payment of Taxes** – The District is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.
- J. **Disclosure** - If the firm, business, or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal 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.

## UNIFORM INSTRUCTIONS TO OFFERORS

K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

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

L. **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). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the District. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

### 3. Submission of Proposal

A. **Sealed Envelope or Package** - Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal 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 Proposals 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 Proposal shall be rejected.

C. **Proposal Amendment or Withdrawal** – A Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1028.

D. **Public Record/Confidentiality** - Under applicable law, all Proposals submitted and opened are public records and must be retained by the District. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the District pursuant to R7-2-1006.

If Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising the District of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. Requests to deem the entire Proposal as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

E. **Certification** - By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal and that the Offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) and R7-2-1003(J) has occurred; and
2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local

## UNIFORM INSTRUCTIONS TO OFFERORS

laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, A.R.S. §41-1461 through 1465; and

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

#### 4. **Additional 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 the state of Arizona is not a factor in determining the lowest Offeror.
- C. **Late Proposals, Modifications or Withdrawals** - A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. **Disqualification** - A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. **Proposal Acceptance Period** - A Offeror submitting a Proposal under this Solicitation shall hold its Proposal 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 Proposal acceptance, the number of days shall be ninety (90).



## UNIFORM INSTRUCTIONS TO OFFERORS

- F. **Payment** - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, the District reserves the right to:
1. Waive any minor informality;
  2. Reject any and all Proposals or portions thereof; or
  3. Cancel the Solicitation.
5. **Award**
- A. **Number or Types of Awards** - Where applicable, the District reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the District determines is necessary to meet the needs of the District.
- B. **Contract Inception** - A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the District with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. **Effective Date** - The effective date of this Contract shall be the date that School District signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.
6. **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, Heidi Gonzales, Business Manager.
- 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 any other information requested by the District representative within 10 days of the request.
- C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.
- D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.
- E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after the District makes the procurement file available for public inspection.
- F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the District that resulted in the interested party being unable to file the protest within the 10 days. The District representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

## UNIFORM TERMS AND CONDITIONS

### 1. **Contract Interpretation**

- A. **Application of 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 or agent of the other party to the contract.
- D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application 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 ARS § 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 by the District at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. **Audit** - Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- C. **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 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 determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- D. **Notices** - Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Proposal and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- E. **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.
- F. **Property of the School District** - Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

## UNIFORM TERMS AND CONDITIONS

### 3. **Costs and Payments**

A. **Payments** - Payments shall comply with the requirements of ARS Titles 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 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. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect 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 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.

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 for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

### 4. **Contract Changes**

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** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of the School District. The School District shall not unreasonably withhold approval.

D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. The School District reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

### 5. **Risk and Liability**

A. **Risk of Loss** - 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 ARS § 41-621 and § 35-154, the School District 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.

## UNIFORM TERMS AND CONDITIONS

C. **Indemnification - Patent and Copyright** - To the extent permitted by ARS § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District 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, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

6. **Warranties**

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

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District 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

## UNIFORM TERMS AND CONDITIONS

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

C. **Fitness** - Contractor warrants that any material or service supplied to the District shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing** - The warranties set forth in in this section are not affected by inspection or testing of, or payment for the materials or services by the School District.

E. **Exclusions** - Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or 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 Contractor 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 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 Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. **Contractual Remedies**

A. **Right to Assurance** - If the District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the District 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 District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Stop Work Order**

1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of 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 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 District 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.

## UNIFORM TERMS AND CONDITIONS

- E. **Right of Offset** - The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by the School District 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** - Pursuant to A.R.S. 38-511 and R7-2-1087(F) the District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the District is, or becomes at any time while the Contract or an extension 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 the 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 R7-2-1087(G).
- C. **Gratuities** – In accordance with R7-2-1087(H) the School District may, by written notice, terminate this Contract, in whole or in part, if the School District 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 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, 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 may, by written notice to the Contractor, immediately terminate this Contract if the District 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 reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District 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. 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. 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 AAC 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 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.
  3. The School District 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 for any excess costs incurred by the School District in procuring materials or services.

## UNIFORM TERMS AND CONDITIONS

- 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 AAC R7-2-1155 through R7-2-1159 and rules adopted thereunder.
10. **Gift Policy** - The District will accept no gifts, gratuities or advertising products from Offerors. The District has adopted a zero tolerance policy concerning Offeror gifts. The District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.
11. **Federal and State Requirement**
- A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.
- Vendor shall comply, when working on any federally assisted projects with the following:
1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
  2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
  3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
  4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
  5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
  6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
  7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
  8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
  9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
  10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
  11. 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)
  12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to the School District.
- B. **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.
- C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The School 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 the applicable laws. Should the School 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.
- D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the District shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

## UNIFORM TERMS AND CONDITIONS

- E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, 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.
  - F. **Terrorism Country Divestments** - Per ARS § 35-392, the School District are prohibited from purchasing from a company that is in violation of the Export Administration Act.
  - G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the District's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
  - H. **Affordable Care Act** - Vendor 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 Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor 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.
  - I. **Boycott of Israel** – Per ARS § 35-393.01, the District is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction that is engaged in, or, during the term of the contract, becomes engaged in a boycott of Israel.
  - J. **EDGAR** – When the District seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR)**. All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained within this document.
  - K. **Minority Businesses** – The School District has taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.
  - L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
12. **Clarifications** - Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Proposal, except to the extent that correction of apparent clerical mistakes results in a revision.



## SPECIAL TERMS AND CONDITIONS

1. **PURPOSE:** Pursuant to provisions of the School District Procurement Rules, the Sonoita Elementary School District intends to establish a contract for Audit Services.
2. **AUTHORITY:** This solicitation, as well as any resultant contract, is issued under the authority of the Governing Board or designee. No alteration on any resultant contract may be made without the express written approval of the School District in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **INQUIRIES:** All questions related to this solicitation shall be in writing. Direct inquiries to the individual listed on the cover of this document via mail, or email. Offerors shall not contact or ask questions of the school or department for which this requirement is being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Offeror shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed Proposal and may not be opened until after the official solicitation due time and date. **Any inquiry shall be submitted by April 10, 2020.** Failure to do so may result in the inquiry not being answered.
4. **PROPOSAL MODIFICATION:** The District will not be responsible for Offerors adjusting their Proposals based on oral instructions by any member of the District staff or by contracted consultants or agents. Request for Proposals will be modified by issuance of a solicitation amendment.
5. **TERM OF CONTRACT:** The term of the resultant contract shall commence upon board approval and shall continue for a period of five (5) years and will cover fiscal years 2021/2022, 2022/2023, 2023/2024, 2024/2025 and 2025/2026., unless terminated or cancelled, as otherwise provided herein.
6. **CONTRACT TYPE:** Firm Fixed Price.
7. **FORM OF CONTRACT:** The form of contract for this Solicitation shall be the Request for Proposal, and the awarded Proposal, Best and Final Offer, if applicable, contract approved by the Auditor General, and properly issued purchase orders with specific policies and P.O. terms and conditions referencing the requirements of the Request for Proposal. Partial Offers will not be excepted
8. **PROPOSAL ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the District requires a Proposal in response to this solicitation to be valid and irrevocable for One Hundred and Twenty (120) days after the opening time and date.
9. **TIME STAMP:** Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified.
10. **RESPONSE FORMAT:** All Proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.
11. **PROPOSAL OPENING:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each Offeror shall be read at this time. All Proposals and any modifications and other information received in response to the Request for Proposals shall be shown

## SPECIAL TERMS AND CONDITIONS

only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.

12. **LATE PROPOSALS:** Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified. Proposals received after the time stated in the RFP will not be considered and will remain unopened. District will promptly send written notice of late receipt to the Offeror. The District may discard the document 30 days after the date on the notice unless the Offeror requests the document be returned at their own expense.
13. **DISCUSSIONS:** In accordance with R7-2-1047, after the initial receipt of proposals, the District reserves the option to conduct discussions with those Offerors who submit Proposals determined by the District to be reasonably susceptible of being selected for award.
14. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1047, the District shall issue a written request for Best and Final Offers pursuant to R7-2-1048. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.
15. **AWARD:** The school district shall award a contract to the Offeror whose Proposal is determined in writing to be most advantageous to the school district based on the factors set forth in the Request for Proposal. No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous Proposal. The procurement file shall contain the basis on which the award is made.
16. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.
17. **BILLINGS:** Payment will be made only after submission of proper invoices as required by the District and within applicable State law and satisfactory acceptance of the services. An audit shall not be accepted as meeting the requirements until it has been approved by the Auditor General. Payment of any claim shall not preclude the District from making claim for adjustment on any services found not to have been in accordance with the general conditions.
18. **INSURANCE:** Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage. Before any orders are processed under an awarded contract, awarded vendor shall provide a certificate that names the District as the certificate holder.

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

## SPECIAL TERMS AND CONDITIONS

**19. KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

- A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.
- B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the District and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

**20. QUESTIONS:** All questions regarding this Proposal should be directed to the Business Manager:

Heidi Gonzales  
[hgonzeales@elgink12.com](mailto:hgonzeales@elgink12.com)

# REQUEST FOR PROPOAL

## 1. PURPOSE

The purpose of this Request for Proposals (RFP) is to enter into a contract with a qualified Certified Public Accountant to conduct annual audit of financial transactions and accounts kept by or for the District, for the five (5) years ending June 30, 2023, June 30, 2024, June 30, 2025, June 30, 2026 and June 30, 2027, and to complete the Uniform System of Financial Records for Arizona School Districts(USFR) Compliance Questionnaire(CQ).

## 2. SCOPE OF SERVICES REQUIRED

The selected audit firm will be required to perform an annual financial audit, in accordance with U.S. generally accepted auditing standards, Government Auditing Standards (GAS), issued by the Comptroller General of the United States, and the Uniform Guidance and issue the reports required by those standards and the Uniform Guidance. In addition, the audit firm must complete a USFR Compliance Questionnaire.

Districts must comply with the USFR. To help determine whether districts are in compliance, the Auditor General has developed the USFR Compliance Questionnaire, which consists of a series of questions to be completed by the District's audit firm regarding requirements set forth in the USFR and Arizona Revised Statutes. The audit firm may obtain a copy of the USFR Compliance Questionnaire from the Auditor General's website at [www.azauditor.gov](http://www.azauditor.gov).

### Changes in Services

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

## 3. GENERAL INFORMATION

### A. Mandatory Qualifications

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

### B. Procedures and Time Frame for Submitting Proposals/Awarding Contract

Interested, qualified audit firms may submit a proposal to Sonoita Elementary School District at the following address:

## REQUEST FOR PROPOAL

Sonoita Elementary School District  
23 Elgin Road  
Elgin, Arizona 8611

Four (4) copies of the proposal are required. They should be prepared in accordance with the proposal format requirements discussed in this RFP and packaged in such a manner that the outer wrapping clearly indicates the RFP number and audit firm's name and address.

The following dates will apply unless waived in writing by the District Governing Board:

1. Sealed proposals will be received until June 30, 2022 (2:00 p.m.), Mountain Standard Time, Arizona Time, on at the District address listed above. No proposals will be accepted after the time indicated. Proposals received after the deadline will be stamped with time and date and returned unopened.
2. Proposals will be evaluated the week of July 4, 2022. Please have staff available at that time to respond to questions.
3. Discussions with individual audit firms may be held to clarify proposals.

If such discussions are held with any or all audit firms, all audit firms will be notified that a best and final offer may be submitted approximately July 15, 2022. The best and final offer provides the opportunity for audit firms to revise their proposals, including the fee for the services, based on additional information gathered during the oral discussions. If a best and final offer is not submitted, the previous offer will be construed as the best and final offer.

4. Contract award is expected to be made on or before July 30, 2022. The contract will be awarded on the basis of demonstrated competence and qualifications to perform the required services at fair and reasonable compensation. However, after the audit firm is selected, the Auditor General will review the proposed contract and approve or disapprove it in accordance with A.R.S. §§15-914(E) and 41-1279.21(A)(4), and Arizona Administrative Code R4-44-117. Only upon approval of the proposed contract by the Auditor General will the contract be signed by the school district administrator and the selected audit firm.

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

5. Audit work may begin as soon as the Auditor General approves the proposed contract. Audit work must be completed by February 28.
6. A preliminary draft of the reports should be completed and an exit conference held no later than March 15.
7. The final reports should be submitted to the District no later than March 25.

Cost and price information provided in the proposal will be held confidential and will not be disclosed to competing audit firms prior to selection of the audit firm.

All information and proposals submitted by offerors will be made available for public inspection following the award of the contract.

# REQUEST FOR PROPOAL

## C. Review of Proposals and Evaluation Criteria

The District and any outside experts the District considers necessary will evaluate the proposals. A point formula will be used during the review process to score proposals. If several proposals are very closely ranked, the District may arrange for oral discussions with the audit firms to assist in making the selection.

Proposals will be evaluated using 3 sets of criteria—mandatory, technical, and cost criteria. Audit firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical and cost criteria. The following represents the principal selection criteria that will be considered during the evaluation process:

1.	Mandatory Criteria	
a.	The audit firm is independent and properly licensed.	
b.	The audit firm's professional staff have received the required continuing professional education within the preceding 2 years.	
c.	The audit firm submitted its most recent external quality control review report and has a record of quality audit work.	
2.	Technical Criteria	<u>Points Possible</u>
a.	Responsiveness of the proposal in clearly stating an understanding of the audit services to be performed, including:	
1.	Comprehensiveness of audit work plan	10
2.	Realistic time estimates of each major segment of the work plan and the estimated number of hours of each staff level	10
b.	Technical experience of the audit firm	
1.	Auditing Arizona school districts	10
2.	Auditing governments	5
3.	Auditing computerized systems	5
4.	Auditing federal programs	5
c.	Qualifications of staff	
1.	Qualifications of supervisory staff and of the audit team performing field work	15
2.	General direction and supervision to be exercised over the audit team by the audit firm's management	10
d.	Size and structure of the audit firm, considering the scope of the audit	5
3.	Cost Criteria	<u>25</u>
Technical and Cost Criteria—maximum points		<u>100</u>

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

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

# REQUEST FOR PROPOAL

## 4. PROPOAL FORMAT

The proposal must conform to the format specified below. The District will make no reimbursement for the cost of developing or presenting proposals in response to the RFP.

### A. Title Page

Each proposal must contain a title page that identifies the RFP number and subject and provides the audit firm's name, address, and telephone number; the name and title of a contact person; and the date the proposal was submitted. The title page must also state the period the proposal is effective (nonrescindable).

### B. Table of Contents

The proposal's table of contents should include a clear and complete identification of the materials submitted by section and page number.

### C. Letter of Transmittal

A brief letter of transmittal should be submitted that includes the following information:

1. The audit firm's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of persons authorized to represent the audit firm, their titles, addresses, and telephone numbers.
4. Reference to a sealed envelope that contains the all-inclusive fee for which the audit work will be done. The fee amount should not be divulged elsewhere in the proposal.

### D. Audit Firm Profile and Qualifications

The following information should be included:

1. A description of the audit firm, including office size; whether the organization is local, regional, national, or international in operations; the number of professional staff by level; and a description of the range of activities performed by the local office (i.e., auditing, accounting, tax, or management services).
2. Affirmation that the audit firm meets the mandatory qualifications set forth in section 3(A) above (Mandatory Qualifications). Include the most recent external quality control review report.
3. A statement of the audit firm's expertise in: 1) financial audits of Arizona school districts, 2) financial audits of governments, and 3) audits of computerized systems, and 4) audits of federal programs.
4. A description of prior experience with audit services of a similar or related nature, including references. The description should include a list of names and dates of school districts audited.
5. Identification of senior and technical staff to be assigned to the audit, including the audit manager or partner. Staff named in the proposal may not be substituted without permission of the District. Resumes, including relevant

## REQUEST FOR PROPOAL

experience and continuing education of the auditor in charge up to the individual with final responsibility for the audit, may be included as an appendix.

### **E. Audit Firm's Approach to the Audit**

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

1. A work plan detailing the approach the audit firm intends to follow. The audit work plan should completely cover what audit work will be accomplished to allow the audit firm to render the reports described in this RFP.

The audit work plan should demonstrate the audit firm's understanding of the audit requirements of a single audit as specified in the Uniform Guidance and the audit tests and procedures to be applied in completing the audit work plan.

The audit work plan should also detail how the audit firm plans to meet the time constraints and reporting deadline requirements specified in this RFP.

2. A plan for organizing and staffing the audit, with an estimate of time each staff member will devote to the audit.

### **F. Sealed Cost Proposal**

The cost portion of the proposal should be submitted along with the proposal, but in a separate sealed envelope.

## **5. DESCRIPTION OF DISTRICT AND RECORDS TO BE AUDITED**

### **A. General**

Sonoita Elementary School District is a political subdivision of the State of Arizona located in Santa Cruz County. The District serves approximately 100 students.

The District operates on a July 1 to June 30 fiscal year.

The accounting policies of Sonoita Elementary School District conform to U.S. generally accepted accounting principles as adopted by the Government Accounting Standards Board (GASB).

### **B. Reporting Entity**

The District is a special-purpose government that is governed by a separately elected governing body. It is legally separate from and fiscally independent of other state and local governments. Furthermore, there are no component units combined with the District for financial statement presentation purposes, and it is not included in any other governmental reporting entity. Consequently, the District's financial statements present only the activities of those organizational entities for which its elected governing board is financially accountable.

### **C. District Funds**

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



**REQUEST FOR PROPOAL**

<b>Governmental</b>	<b>Number of Funds</b>
General Fund	1
Major Fund(s)	1
Non-Major Fund(s)	15 (approx.)
<b>Enterprise</b>	<b>Number of Funds</b>
Major	0
Non-Major Fund(s)	0
<b>Other Fund Types</b>	<b>Number of Funds</b>
Internal Service	0
Agency	2

**D. Federal and State Financial Assistance**

<b>Federal or State Financial Assistance Program Name</b>	<b>FY21 Annual Expenditures (\$)</b>
NSLP National School Lunch Program	\$34,721
Title I	\$20,947
Title II	\$5,568
Title IV	\$4,680
IDEA Cluster	\$37,569
ESSER I	\$46,407
ESSER II	\$54,712
ESG	\$44,227

**E Deposit of District Monies**

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

In addition to maintaining funds on deposit with the County Treasurer, the District maintains several bank accounts in accordance with A.R.S. Following is a list of all bank accounts maintained by the District:

<b><u>Bank Account Name</u></b>	<b><u>Bank Name and Location</u></b>
Payroll Account	Chase Bank, Nogales AZ
Tax Account	Chase Bank, Nogales AZ
_____	_____
_____	_____
_____	_____
_____	_____

## REQUEST FOR PROPOAL

### F. Magnitude of Financial Activity

The District's total M&O expenditures budgeted for the years ending June 30, 2020, and June 30, 2021, were \$2,436,436 and \$2,520,368, respectively.

The District has approximately 30 employees with estimated M&O payroll expenditures of \$1,033,116 and \$1,038,942 for the years ended June 30, 2020, and June 30, 2021, respectively.

Annual budgets, annual financial reports, and financial statements for the year ended June 30, 2021, will be sent to interested, qualified audit firms upon request, or may be examined at the District Office.

### G Uniform System of Financial Records (USFR)

A.R.S. §15-271 requires the Auditor General in conjunction with ADE to prescribe a uniform system of financial records for use by school districts. This system has been established in the *Uniform System of Financial Records* accounting manual.

The USFR includes a Chart of Accounts that provides for the establishment of a complete accounting system. The Chart complies with U.S. generally accepted accounting principles, and meets the requirements of the U.S. Department of Education's account classifications and A.R.S. The account codes and titles listed in the chart must be used by the District.

The USFR also provides comprehensive accounting procedures for accounting records, cash, supplies inventory, property control, revenues, expenditures, payroll, travel, and state and federal financial assistance.

## 6. REPORT REVIEW, TIMING, AND NUMBER OF COPIES

Following completion of draft reports, the audit firm must submit 2 copies of the audit reports, management letter, and the USFR Compliance Questionnaire to the audit liaison, Heidi Gonzales, Business Manager, for review.

Upon completion of the final reports, the audit firm must provide eight (8) paper copies and one (1) electronic copy of the audit reports, management letter, and USFR Compliance Questionnaire to the District. The electronic copies shall be in PDF format. The audit firm must also provide the electronic copies of the audit reports, management letter, and USFR Compliance Questionnaire to the Auditor General's Office, Accounting Services Division.

Additionally, the audit firm must submit 1 copy of the audit reporting package and data collection form to the Federal Audit Clearinghouse.

The audit firm will make no other distribution unless approved by the District.

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

## 7. EXIT CONFERENCE REQUIREMENTS

The audit firm must be available to participate in 1 or more exit conferences with members of the District and the District Governing Board. Exit conferences must be coordinated through the audit liaison, Heidi Gonzales, Business Manager. The

## REQUEST FOR PROPOAL

purposes of the exit conferences are to discuss the draft audit reports with the District, identify any errors, and obtain comments on report findings and recommendations. In addition, the AUDIT FIRM should review the District's USFR noncompliance findings with the SCHOOL DISTRICT officials.

### 8. AUDIT DOCUMENTATION

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

### 9. CONTRACTUAL ARRANGEMENTS

If the monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled. If the type or frequency of audits the District is required to obtain in a subsequent fiscal year changes or the District is no longer required to obtain an audit, the contract may be amended or canceled. If the contract is canceled, the audit firm shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered under the contract or which are otherwise not recoverable.

### 10. RIGHT TO REJECT

The District reserves the right to:

- A. Reject any or all proposals submitted.
- B. Request additional information from all audit firms.
- C. Conduct discussions with responsible audit firms that submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.
- D. Negotiate modifications to the audit firm's proposal prior to final award for the purpose of obtaining best and final offers.
- E. Negotiate a contract that may be terminated for lack of funds.

### 11. ASSISTANCE AVAILABLE TO AUDIT FIRMS

#### A. Previous Audit Reports and Audit Documentation

The most recent audit of the District was performed for the year(s) ended June 30, 2021, by Dobridge & Company, P.C. The audit firm's reports, issued March 31, 2022, contained an unqualified opinion, found no instances of noncompliance and there was no identification of deficiencies in internal control to be considered material weaknesses.

Audit documentation related to the aforementioned audit is available for inspection by contacting William Dobridge, Partner, at Dobridge & Company, P.C., 1930 S. Alma School Road, Suite A-214, Mesa AZ 85210, 623-341-9050.

## REQUEST FOR PROPOAL

### **B. District Assistance**

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

### **C. Grantor Assistance**

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

Refer any questions regarding this Request for Proposals to:

Heidi Gonzales  
Business Manager  
[hgonzales@elgink12.com](mailto:hgonzales@elgink12.com)  
520-455-5514 x 304

**PRICE PROPOSAL**

	Financial Statements
Year Ending June 30, 2022	
Year Ending June 30, 2023	
Year Ending June 30, 2024	
Year Ending June 30, 2025	
Year Ending June 30, 2026	

Hourly Rates for Additional Services:

- Hourly Rate for Partner \$ \_\_\_\_\_
- Hourly Rate for Manager \$ \_\_\_\_\_
- Hourly Rate for Senior Staff Auditor \$ \_\_\_\_\_
- Hourly Rate for Lead Auditor \$ \_\_\_\_\_
- Hourly Rate for Staff Auditor \$ \_\_\_\_\_

Provide any Additional Services

## ADDITIONAL INSTRUCTIONS

### Submit a Title page and include the following index tabs:

- Tab 1 Table of Contents
- Tab 2 Letter of Transmittal
- Tab 3 Audit Firm Profile and Qualifications
- Tab 4 Audit Firm's Approach to the Audit
- Tab 5 Proposal Cost Form (Actual pricing to be submitted in a separate sealed envelope)  
See attached Price Sheet. It is not mandatory to use this Price Sheet as long as the information requested is provided in a similar format
- Tab 6 All Applicable Forms:
  - Proposal and Acceptance Form
  - Acknowledgement of Amendments (If Applicable)
  - Non-Collusion Affidavit
  - Minority/Women Business Enterprise (MWBE) and Historically Underutilized Businesses (HUB)
  - Debarment Certification
  - Confidential/Proprietary Submittals
  - Deviations/Exceptions
  - Sample Certificates of Insurance
  - IRS W-9

**PROPOSAL AND ACCEPTANCE**

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 Offer.

Arizona Transaction (Sales) Privilege Tax License No.: \_\_\_\_\_  
Federal Employer Identification No. \_\_\_\_\_  
Tax Rate: \_\_\_\_\_ %

For clarification of this Offer, contact:  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
EMail: \_\_\_\_\_

\_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State Zip Title

\_\_\_\_\_  
*Signature of Person Authorized to Sign Offer*  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_

**CERTIFICATION**

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

1. The submission of the Offer did not involve collusion or other anti-competitive practices and the bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O), R7-2-1003(J) and R7-2-1024(B)(1)(q) have occurred.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or ARS §§ 41-1461 through 1465.
3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees, which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law.
5. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with ARS § 35-393, the Offeror certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
7. In accordance with ARS § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
8. By submission of this Offer, the Offeror acknowledges that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
9. By submission of this Offer, the Offeror acknowledges 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 Sonoita Elementary School District.

**This contract shall henceforth be referred to as Contract No. 22-07-26 Audit Services.**

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

Awarded this \_\_\_\_\_ day or \_\_\_\_\_ 2022

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

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal, and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Offeror.

The Offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S § 15-213(O) has occurred.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

My Commission Expires on \_\_\_\_\_

***THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR RESPONSE***



**MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND  
HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

Bidding companies that have been certified as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies)  Yes  No

Vendor certifies that this firm is a HUB (Required by some participating agencies)  Yes  No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your bid response in the Response Attachments section.

-----  
**I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.**

Contractor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

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

\_\_\_\_\_  
Signature of Authorized Company Official

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

\_\_\_\_\_  
Date

**CONFIDENTIAL/PROPRIETARY SUBMITTALS**

Confidential/Proprietary Submittal (mark one):

**No confidential/proprietary materials included.**

**Confidential / Proprietary materials included.** Offerors should identify below any portion of their Offer deemed confidential or proprietary. Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information. The District will be the final judge if materials will be accepted as confidential or not. Request to deem the entire offer or price as confidential will not be a consideration.

Complete description of the material to be considered confidential, including the page number, paragraph and other identifiable information must be outlined below.

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*The undersigned hereby acknowledges that any items deemed to be confidential or proprietary are clearly listed on this Form.*

\_\_\_\_\_  
*Offeror Name*

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name and Title*

**DEVIATIONS/EXCEPTIONS**

Offerors shall indicate any and all deviations/exceptions taken to the provisions or specifications in this solicitation document. Clearly identify the specific paragraph(s) of the Solicitation where the exceptions occur and describe in detail. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal.

Deviations / Exceptions (mark one):

- No Deviations / Exceptions**
- Deviations / Exceptions Taken (explain in detail – attach additional pages if needed):**

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*The Undersigned hereby acknowledges that any deviation / exceptions to this Solicitation are clearly listed on this Form.*

\_\_\_\_\_  
*Offeror Name*

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name and Title*

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) \_\_\_\_\_

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DISTRICT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

THE DISTRICT SHALL BE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE. IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE DISTRICT. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

<b>CERTIFICATE HOLDER</b>  School District Name Address Address	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)

