

# BABOQUIVARI UNIFIED SCHOOL DISTRICT NO. 40 of PIMA COUNTY

## NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL (RFP) NUMBER: 2017-001

MATERIAL AND/OR SERVICE: Curriculum, Coaching and Instructional Services

RFP DUE DATE: November 17, 2016 TIME: 3:00PM Mountain Time

RFP OPENING LOCATION: Baboquivari Unified School District No. 40  
Administration Bldg: C/O Jessica Arvizu  
111 Main Street  
Sells, AZ 85634

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 A.R.S. §15-213, competitive sealed proposals for the materials or services specified will be received by the Baboquivari Unified District No. 40 of Pima County, at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.

Proposals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered.

Proposals must be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten. Additional instructions for preparing a proposal are provided herein.

*OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ  
THE ENTIRE REQUEST FOR PROPOSAL.*

Contact: Jessica Arvizu  
Title: Purchasing Specialist  
Email: [jarvizu@busd40.org](mailto:jarvizu@busd40.org)

Phone Number: 520-383-6746 X 6717  
Fax Number: Use email  
Date: October 24, 2016

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### **DOCUMENTS REFERENCED:**

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

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

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at  
[http://apps.azsos.gov/public\\_services/Title\\_07/7-02.pdf](http://apps.azsos.gov/public_services/Title_07/7-02.pdf)

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at  
<https://www.irs.gov/uac/about-form-w9>

## Offer and Acceptance

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: \_\_\_\_\_

Federal Employer Identification No. \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Tax Rate: \_\_\_\_\_ %

E-Mail: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Title

### CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause 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.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §§ 41-4401 and A.R.S., §§ 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. §§ 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. §§15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.

### ACCEPTANCE OF OFFER

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 Baboquivari Unified School District No. 40 of Pima County/public entity.

**This contract shall henceforth be referred to as Contract No. 2017-001, Curriculum, Coaching and Instructional 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 of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

## Uniform Instructions to Offerors

### 1. Definition of Terms

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

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

- N. *“School District/Public Entity”* means the School District/public entity that executes the Contract.
- O. *“School Year”* means July 1 through the subsequent June 30<sup>th</sup> for the years referenced by the School Year.

## 2. **Inquiries**

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

- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3. **Proposal Preparation**

- A. Forms: An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and

time. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Offer.

- H. Federal Excise Tax. School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer. If Arizona resident Offers do not indicate taxes on a separate item in the Proposal, the District will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- K. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
  - 1. Amendments
  - 2. Special Terms and Conditions;
  - 3. Uniform General Terms and Conditions;
  - 4. Statement or Scope of Work;
  - 5. Specifications;
  - 6. Attachments;
  - 7. Exhibits;
  - 8. Special Instructions to Offerors; and
  - 9. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. **Submission of Offer**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. One (1) original and three (3) copies of your proposal must be submitted plus one electronic copy on CD-Rom or flash drive of the proposal shall be submitted. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/public entity shall make a determination on whether the stamped information is confidential pursuant to the Arizona School District/public entity's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that
1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; 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 laws and executive orders regarding employment; and
  3. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
  4. 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.

## 5. Evaluation

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest offer.
- C. Late Offers. An Offer submitted after the exact Offer due date and exact time shall be rejected, except under the circumstances set forth in R7-2-1044.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
  - 1. Waive any minor informality;
  - 2. Reject any and all Offers or portions thereof; or
  - 3. Cancel a Solicitation.

## 6. Award

- A. Number or Types of Awards. Where applicable, the School District/public entity Intends to make multiple awards or to award a Contract by individual line items or alternatives, by a group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. If the Procurement Officer determines that an aggregate award to one

Offeror is not in the School District/public entity's interest, "all or none" Offers shall be rejected.

- B. Contract Commencement. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the school district's Governing Board, and the District representative signature on the Offer and Acceptance Form. Offerors will be so notified in writing by the School District.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of its Governing Board, if applicable.

## 7. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative. A protest of a Solicitation shall be received by the District Representative, Jessica Arvizu, Purchasing Specialist, before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest.

A. Protest shall include:

- 1. The name, addresses, and telephone number of the protester;
  - 2. The signature of the protester or its 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. 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.
  - C. In cases other than those covered in section B of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.
  - D. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

## Uniform General Terms and Conditions

### 1. Definition of Terms

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

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

- N. “School District/Public Entity” means the School District or public entity that executes the Contract.

## 2. **Contract Interpretation**

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. 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. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

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

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

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

#### 4. **Costs and Payments**

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

seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.

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

## 5. **Contract Changes**

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. 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 of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The school district/public entity shall not unreasonably withhold approval.

## 6. **Risk and Liability**

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

final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  2. Force Majeure shall not include the following occurrences:
    - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
    - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
    - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
  3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, 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/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

## 7. **Warranties**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/public entity of the materials or services, they shall be:
  1. Of a quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials or services are used;
  3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/public entity shall fully conform to all requirements of the 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 subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials or services by the School District/public entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability 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 license and permit requirements.



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

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the school district/public entity including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

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

- A. Right to Assurance. If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/public entity's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.
- B. Stop Work Order.
  1. The School District/public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District/public entity under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery

of nonconforming materials, the School District/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- E. Right of Offset. The School District/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/public entity or damages assessed by the School District/public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## 9. **Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/public entity may, by written notice to the Contractor, immediately terminate this Contract if the school District/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and

be delivered to the School District/public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity on demand.
3. The School District/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/public entity for any excess costs incurred by the School District/public entity in procuring materials or services in substitution for those due from the Contractor.

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

10. **Contractor's Employment Eligibility**

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

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

11. **Terrorism County Divestments**

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

12. **Fingerprint Requirements**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

13. **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.

14. **Confidential/Proprietary Information**

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

Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this section.

## Special Terms and Conditions

**PURPOSE:** Pursuant to provisions of the School District Procurement Rules, the Baboquivari Unified School District 40 intends to establish a contract(s) for curriculum, coaching and instructional services.

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

**CONTRACT TYPE / PRICE CLAUSE:** The awarded contract will utilize a Fixed Firm Price contract.

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

After initial contract term and prior to any contract renewal, the Baboquivari Unified School District 40 will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the Baboquivari Unified School District 40.

**OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the District requires an offer in response to this solicitation to be valid and irrevocable for ninety ( 90 ) days after the opening time and date.

**INQUIRIES:** All questions related to this solicitation shall be in writing. Direct inquiries to the contact person listed on the cover of this document via mail, fax or email. Bidders shall not contact or ask question 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 Bidder shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due time and date. All questions shall be responded to as soon as possible.

**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 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 proposals and evaluation document shall be open for public inspection.

**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.

**DISCUSSIONS:** In accordance with A.R.S. 41-2534, 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.

**BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1047, the District shall issue a written request for best and final offers. If offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer.

**TERM OF CONTRACT:** It is the intent of the District to award a multi-term contract beginning from time of award in the FY2016-17 fiscal year, expiring on June 30, 2017 and can be terminated, canceled or extended as otherwise provided herein.

**CONTRACT EXTENSION:** By mutual written contract amendment, any resultant contract may be extended for successive periods of one (1) fiscal year per extension up to a maximum of four (4) fiscal years.

**EVALUATION:** In accordance with the School District Procurement Rules, competitive sealed proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the District based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance. The proposals will be ranked from the one most likely to the one least likely to meet the requirements listed in the RFP. If several proposals are closely ranked, the District may arrange for oral interviews to assist in making the decision.

- A. Experience and Reliability of the Firm Including the Reliability of Firm's Key Personnel
- B. Method of Approach
- C. Cost Proposal
- D. Evaluation of References
- E. Compliance with Terms and Conditions, Scope of Work, and other RFP Requirements

**MULTIPLE AWARDS:** In order to assure that any ensuing contracts will allow the District to fulfill current and future requirements, the District reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the District. The fact that the District may make multiple awards should be taken into consideration by each potential contractor. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District. The District reserves the right to competitively bid any commodity, if deemed to be in the District's best interest.

**PRICE ADJUSTMENT:** The District may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The District shall determine whether the requested price increase or an alternate option is in the best interest of the District.

**PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

**PRODUCT DISCONTINUANCE:** The District may award a contract for a particular manufacturer and/or models of equipment as a result of this solicitation. In the event that the manufacturer discontinues the product or model, the District at its sole discretion may allow the offeror to provide a substitute for the discontinued item. The offeror shall request permission to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
6. As applicable, if a sample is requested, notification will be given whether the sample is acceptable, or is rejected, a reason shall be given.

**QUANTITIES:** This solicitation references quantities as a general indication of the needs of the District. However, the quantities shown are estimates only and the District reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities.

**SHIPPING TERMS:** Prices shall be F.O.B. Destination to Baboquivari Unified School District 40, 111 Main Street, Sells, Arizona, 85634. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The District will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

**DELIVERY:** Delivery shall be made within one (1) day of receipt of a contract release order/purchase order on parts that are in stock. Delivery shall be made within fourteen (14) days of receipt of a contract release order/purchase order on parts that are not stocked. It is an express condition of this solicitation that the contractor have sufficient inventory of commonly-used parts.

**BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any vendor but is only enumerated in order to advise potential bidders of the requirements of the District. Any offer which proposes like quality, design or performance will be considered.

**DESCRIPTIVE LITERATURE:** All offers submitted shall include complete manufacturers' descriptive literature regarding the equipment and services they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.

**SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial

Commission, the National Electric Code, and the National Fire Protection Association Standards.

**SPECIFICATION REFERENCES:** Model numbers, brands, manufacturers, or any information specified herein are for vendor information purposes only and are not meant to be restrictive. The Baboquivari Unified School District 40 does not wish to eliminate any competitive bidding or be restrictive to bidders, but does wish to eliminate cheap, poorly constructed materials/services from entering the bids.

**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.

**FEES AND PERMITS:** All required fees and permits must be included in the total proposal price.

**DAMAGES:** The successful contractor shall be liable for any and all damage caused by his or her employees to the Baboquivari Unified School District 40 premises. The bidder shall hold and save the Baboquivari Unified School District 40 free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

**CLEAN UP:** The contract vendor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by its operations.

If the Contractor fails to clean up the work, the District may do so and the cost thereof shall be charged to the contract vendor

**WARRANTY:** All workmanship and materials shall be warranted for one year from date of acceptance of project. This will be submitted in written form to Baboquivari Unified School District 40 at completion of Project.

All items bid shall be covered by the manufacturer's standard warranty.

Each offer must include a complete and exclusive statement of the product warranty.

**BILLINGS:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

**ERRORS AND OMISSIONS INSURANCE:** Vendors shall have in force a Professional Liability Miscellaneous Errors & Omissions Insurance Policy. The successful vendor must file a copy of the Errors & Omissions Policy, showing limits within five (5) days after notification of award.

**INSURANCE:** The District requires a complete and valid certificate insurance prior to the commencement of any service or activity specified in this solicitation. The District will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) must at that time submit an original copy of the attached certificate of insurance for coverage in the minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.



**INSURANCE:**

- A. **Worker’s Compensation:** Worker’s Compensation Insurance, as required by Arizona State Law, shall be maintained on all employees during the entire project.
  
- B. **Public Liability and Property Damage:** Coverage shall be maintained to include, but not be limited to, direct operations, sublet work, contractual liability, completed operations and the broad form endorsement with limits not less than those stated below:
  - 1. Bodily/Personal Injury Liability: \$2,000,000 per occurrence;
  - 2. Property Damage Liability: \$2,000,000 per occurrence; or
  - 3. Bodily Injury and Property Damage: \$2,000,000 combined single limit;
  - 4. Maximum Deductible: \$2,000
  
- C. **Comprehensive Automotive Liability:** Coverage to include, but not be limited to, owned vehicles, non-owned vehicles and hired vehicles with limits not less than those stated below.
  - 1. Bodily Injury Liability: \$2,000,000 each person and \$1,000,000 each occurrence;
  - 2. Property Damage Liability: \$2,000,000 each occurrence; or
  - 3. Bodily Injury and Property Damage: \$2,000,000 combined single limit;
  - 4. Maximum Deductible: \$2,000

**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 with personnel of substantially equal ability and qualifications.

**OFFEROR’S EMPLOYEES:** Offeror agrees that the individuals provided to the District on a temporary basis are Offeror’s, not the District’s, employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

- Workers’ Compensation Insurance
- Federal and State Unemployment Taxes
- Federal and State Withholding and Reporting Requirements
- Unemployment Compensation Insurance
- Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with the District, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

Offeror 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"). Offeror 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.

The District will not provide Offeror or its employees any business registrations or licenses that may be required. The District will not combine business operations with Offeror.

Neither Offeror nor its employees are to be considered agents or employees of the District for any purpose. It is understood and agreed that the District does not require Offeror to provide services exclusively to District and that Offeror and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Offeror shall, at no charge to the District, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for the District to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the District. At the discretion of the District, these services may be provided at cost to the successful offeror. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, the District may request or reject any of Offeror's employees.

Offeror agrees to comply with the District's rules, regulations, and policies, as the District may modify from time to time

**REFERENCES:** Each proposing firm shall include a minimum of three (3) references for similar services provided to school districts and other public entities, including contact names, addresses and telephone numbers.

**SUBCONTRACTORS:** All subcontractors shall be listed and at least three references for whom work has been completed within the last two years be included with the solicitation response.

**CONTRACT CANCELLATION:** This contract is subject to cancellation pursuant to A.R.S. 38-511. This contract is critical to the District and the District reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any materials obligation term or condition of the contract. The District shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:

- A. The contractor provides material that does not meet the specifications of the contract;
- B. The contractor fails to adequately perform the services set forth in the specifications of the contract;

- C. The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
- D. The contractor fails to make progress in the performance of the contract and/or gives the District reason to believe that the contractor will not or cannot perform to the requirements of the contract.

The District may resort to any single or combination of the following remedies:

- A. Cancel any contract;
- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.
- D. In case of default, the District reserves the right to purchase materials, or to complete the required work in accordance with the School District Procurement Rules. The District may recover reasonable excess costs from the contractor by:
  - 1. Deduction from an unpaid balance.
  - 2. Collection against the bid and/or performance bond; or
  - 3. Any combination of the above or any other remedies as provided by law.

**FEDERAL IMMIGRATION AND NATIONALITY ACT:** By submission of the offer, Offeror warrants that both they and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The District may, at its sole discretion require evidence of compliance during the evaluation process. Should the District request evidence of compliance, the Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award

## Scope of Work

Baboquivari Unified School district 40 is soliciting curriculum, coaching and instructional services with the intent to award one or more competitively solicited contracts, in whole or in part, for an initial one (1) year term (from the date of award through June 30, 2017) with four (4) one-year extension options (July 1-June 30), to a solicitation respondent to provide the school district with curriculum, coaching and instructional services as specified within this solicitation.

The scope of work and minimum specifications define the quality and characteristics of the desired services. They are based upon specifications for known acceptable curriculum, coaching and instructional services. Specifications are not intended to be exclusive or restrictive. Respondents may offer alternative solutions, which meet the quality and performance characteristics in the specifications. Baboquivari Unified School District 40 shall review such solicitations and be the final judge on the acceptance of any alternative solutions.

### Project Overview

#### Introduction:

BABOQUIVARI UNIFIED SCHOOL DISTRICT is seeking proposals from a vendor or vendors to assist faculty and administrators with strengthening our school district's instructional infrastructure. The purpose of this RFP is to contract with qualified firm(s) or individual(s) to support the district in the following areas: establishing processes and procedures for curriculum writing, mapping and assessment based on the AZCCRS (Arizona College and Career Ready Standards), developing systems and practices necessary for MTSS (Multi-Tiered System of Supports) Tier 1 planning and differentiation, and providing direct support and coaching to teachers and administrators to increase instructional skill and develop leadership capacity imparting research-based turnaround strategies to improve teaching effectiveness. None of the programs, methods or systems for which the District is requesting services are proprietary or have specificity to a particular vendor.

The district is seeking proposals from a vendor or vendors that can address the following services district-wide to administrators and teachers. BUSD is requesting services in three areas: Curriculum Development, Using Data to Drive Instructional Planning, and Effective Coaching. Vendor or vendors may offer services for **one or more** of the three areas: Curriculum Development, Using Data to Drive Instructional Planning, and Effective Coaching. Offers should include an action plan with specific goals, outcomes and methods of measure addressing all of services requested under each area(s). It is the district's intent to multi-award this contract for the following services: Curriculum Development, Using Data to Drive Instructional Planning, and Effective Coaching.

#### Curriculum Development:

Teams will learn the essential components of a GVC (guaranteed and viable curriculum) and a process to use in developing curriculum at the district level:

- Implement backward design in the instructional planning process
- Understand the features of a high rigorous curriculum based on the AZCCRS
- Learn how to unpack standards, demonstrate vertical alignment of standards, and prioritize key standards based off student performance data as well as R.E.A.L. (Readiness, Endurance, Assessed, Leverage) and other criteria

- Map priority standards using backwards design; based off student performance data as well as R.E.A.L. and other criteria
- Develop unit plans following the priority and supporting standards map
- Learn how to unpack standards using the KUDOs (Know, Understand, be able to DO) method
- Use a cycle for curriculum development as well as instructional planning
- Build the capacity for district teams to write and evaluate K-12 curriculum
- Develop structures that improve the capacity of the district to sustain curriculum development
- Provide ongoing support for teachers and administrators on assessing, evaluating and modifying curriculum; use appropriate tools to support curriculum delivery and monitoring

### Using Data to Drive Instructional Planning

Teams will learn the importance of formative data, develop formative assessments tied to AZCCRS and use data for continuous planning and instructional improvement. Teams will learn how to differentiate instruction based on data and to plan for differentiation and interventions aligned with the MTSS model.

- Use the four critical questions of the PLC (Professional Learning Community) model to strengthen backwards design instructional planning
- Support teachers with making the connection between designing assessments, gathering and reviewing high quality formative data, and instruction
- Assist teachers in learning and using differentiation and accommodation strategies in their classroom instruction
- Plan ahead to differentiate instruction aligned to the MTSS model
- Use formative and summative data to guide and monitor instruction
- Align student interventions within the MTSS model

### Effective Coaching

Instructional Leaders and Instructional Coaches will learn effective use of coaching to strengthen teaching practices. Coaching will support the six strategies of school-based turnaround, turnaround sustainability research and a coaching framework that is aligned to Bambrick's Observation and Feedback model:

- Deepen understanding of Bambrick's Observation and Feedback model and its potential impact on academic improvement
- Deepen understanding of key actions in classroom observations that help improve the quality of feedback to teachers
- Provide services in leadership development, on-site tailored support and coaching to Instructional Leaders and Instructional Coaches that aligns with Bambrick's Observation and Feedback model
- Ensure interactions between coach and teacher are based on a coaching style and cycle that aligns with best practice as well as Bambrick's Observation and Feedback model

- Focus coaching support on effective implementation of Bambrick’s Observation and Feedback model targeting high impact areas that affect student learning: Knowledge of Content and Curriculum, Instructional Decision-Making, and Partnership/Collaborative Learning
- Provide structured opportunities for Instructional Leaders and Instructional Coaches to strengthen their ability to plan, develop, and provide professional development for teachers as a response to observation & feedback data

It is the intent of the District to award a multi-term contract beginning from time of award in the FY2016-17 fiscal year, expiring on June 30, 2017 and can be terminated, canceled or extended as otherwise provided herein.

## Proposal Requirements

One (1) original and three (3) copies of your proposal, plus one electronic copy on CD-Rom or flash drive of the proposal must be submitted. Within each section of the proposal, offerors should address the items as they appear in this solicitation. Baboquivari Unified School District 40 will not assume responsibility for any costs related to the preparation or submission of the proposal. In order for your proposal to be considered, the following should be included and should be referenced with ***index tabs***:

- Tab 1      Response to Request for Proposal
- Experience and Reliability of the Firm
  - Expertise and Reliability of Firm's Key Personnel
  - Method of Approach
- Tab 2      Cost Form for each of the following service areas: Curriculum Development, Using Data to Drive Instructional Planning, and Effective Coaching
- Tab 3      Offer and Acceptance Form  
Reference Form  
Insurance Certificate  
Confidentiality Statement  
Amendment Acknowledgement  
Non-collusion Affidavit

BABOQUIVARI UNIFIED SCHOOL DISTRICT is requesting services in three areas: Curriculum Development, Using Data to Drive Instructional Planning, and Effective Coaching. Vendor or vendors may offer services for **one or more** of the above mentioned areas. Offerors should specify all related costs outlined in their proposed scope of work in the COST FORM / PRICE SHEET for each area of service offered.

**COST FORM / PRICE SHEET - Curriculum Development**

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

Name of Bidder: \_\_\_\_\_

**Services including number of personnel and other related costs in the scope of work:**

Services and Related Costs	Item Cost	Totals
Cost per training - number of day(s) per training - number of key personnel to provide training - hourly rate and/or daily rate per personnel		
Preparation, or pre-work - specify task - hourly rate and/or daily rate per personnel		
Costs for other support (e.g. virtual meeting/training, external review or feedback, etc.) - specify support type, cost and hourly rate		
Travel costs (if not included in cost per training) - travel costs per personnel		
Materials or other related costs (e.g. additional service fees) - cost or material, number of items (if applicable)		
<b>TOTAL COST per training =</b>		

**No service fee:** *specify and specific services provided for which there are no additional services fees*

<b>TOTAL COSTS for all training =</b>	
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Optional products or services above and beyond the services requested can be offered. Optional costs will not be included in the basic evaluation of costs proposed to provide services necessary for the scope of work and specifications as outlined in the RFP:

Optional Products or Services:	Item Cost	Totals
Describe Optional Product and/or Services offered: - type or service and/or product - cost (item cost and number of items and/or service cost: flat fee, hourly rate, daily rate)		

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



**COST FORM / PRICE SHEET - Using Data to Drive Instructional Planning**

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

Name of Bidder: \_\_\_\_\_

**Services including number of personnel and other related costs in the scope of work:**

Services and Related Costs	Item Cost	Totals
Cost per training - number of day(s) per training - number of key personnel to provide training - hourly rate and/or daily rate per personnel		
Preparation, or pre-work - specify task - hourly rate and/or daily rate per personnel		
Costs for other support (e.g. virtual meeting/training, external review or feedback, etc.) - specify support type, cost and hourly rate		
Travel costs (if not included in cost per training) - travel costs per personnel		
Materials or other related costs (e.g. additional service fees) - cost or material, number of items (if applicable)		
<b>TOTAL COST per training =</b>		

**No service fee:** *specify and specific services provided for which there are no additional services fees*

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

**COST FORM / PRICE SHEET – Effective Coaching**

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

Name of Bidder: \_\_\_\_\_

**Services including number of personnel and other related costs in the scope of work:**

Services and Related Costs	Item Cost	Totals
Cost per training - number of day(s) per training - number of key personnel to provide training - hourly rate and/or daily rate per personnel		
Preparation, or pre-work - specify task - hourly rate and/or daily rate per personnel		
Costs for other support (e.g. virtual meeting/training, external review or feedback, etc.) - specify support type, cost and hourly rate		
Travel costs (if not included in cost per training) - travel costs per personnel		
Materials or other related costs (e.g. additional service fees) - cost or material, number of items (if applicable)		
<b>TOTAL COST per training =</b>		

**No service fee:** *specify and specific services provided for which there are no additional services fees*

<b>TOTAL COSTS for all training =</b>	
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\_\_\_\_\_  
Name of Company Proposing

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Signature/Local Representative

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
Type Name and Position Held with Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**REFERENCE FORM**

Tab 3

Offeror shall list below a minimum of three (3) references for jobs that are similar in scope and size to this requirement.

Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

## CERTIFICATE OF INSURANCE

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.

NAME AND ADDRESS OF INSURANCE AGENCY:	COMPANY LETTER	COMPANIES AFFORDING COVERAGE:
	<b>A</b>	
	<b>B</b>	
NAME AND ADDRESS OF INSURED:	<b>C</b>	
	<b>D</b>	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY: PER PERSON                     \$1,000,000.00 EACH OCCURRENCE             \$2,000,000.00 PROPERTY DAMAGE             \$1,000,000.00 OR BODILY INJURY AND PROPERTY DAMAGE COMBINED                         \$1,000,000.00		COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE)		
SAME AS ABOVE		COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM		UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT \$ 100,000.00		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
		OTHER		

THE BABOQUIVARI UNIFIED SCHOOL DISTRICT 40 IS 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.

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____    _____ AUTHORIZED REPRESENTATIVE
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**Confidentiality/Proprietary Submittals**

Tab 3

Confidential/Proprietary Submittals (mark one):

\_\_\_\_\_ No confidential/proprietary materials have been included with this offer

\_\_\_\_\_ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

\_\_\_\_\_

Firm

\_\_\_\_\_

Authorized Signature

**AMENDMENT ACKNOWLEDGEMENT**

Tab 3

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

Please sign and date

AMENDMENT NO. 1 Acknowledgement \_\_\_\_\_  
Signature Date

AMENDMENT NO. 2 Acknowledgement \_\_\_\_\_  
Signature Date

AMENDMENT NO. 3 Acknowledgement \_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Firm

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

**NON-COLLUSION AFFIDAVIT**

Tab 3

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, affiant,  
(Print Name of Person Authorized to Sign Offer)

the \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

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

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

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

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

# SEALED RFP

<b>Submitted by:</b>
Company Name:
Address:
City, State, Zip:

RFP # **2017-001 Curriculum, Coaching and Instructional Services**  
Due Date: **November 17, 2016, at 3:00 P.M. MST**

**BABOQUIVARI UNIFIED SCHOOL DISTRICT No. 40**  
**Attn: Purchasing Dept./Jessica Arvizu**  
111 Main Street  
P.O. Box 248  
Sells, AZ 85634

**CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER**