ISAAC SCHOOL DISTRICT NO. 5

VERIFICATION OF RECEIPT OF SOLICIATION

AUDITOR SERVICES
BID #I13-003-14

NOTICE
Complete and **return this page (only)** to verify receipt of solicitation

Please print or type
Company Name_____
Company Representative_____
Telephone_____
Fax_____
E-Mail Address_____

FAX COVER SHEET IMMEDIATELY TO (602) 455-6835

OR

E-MAIL COVER SHEET TO: dhoover@isaacschools.org

Note: This cover sheet may be faxed or e-mailed. The solicitation response must be mailed or hand delivered in sealed envelope.

If this form is not completed and returned to ISD, it is the vendor's responsibility to verify the issuance of any amendments prior to the solicitation due date.

ISAAC SCHOOL DISTRICT NO. 5

NOTICE OF INVITATION FOR BID

The Governing Board of the Isaac School District No. 5 (the "District") is requesting competitive sealed bids from qualified vendors for:

AUDITOR SERVICES

BID #I13-003-14

In order to have your bid considered, it must be submitted in a sealed envelope, clearly marked **BID NO. I13-003-14** on the enclosed self-adhesive label. Sealed bids for the commodity or service specified will be received until **2:00 P.M. local time, APRIL 17, 2014** at the Isaac School District No. 5, Support Services Center, located at **4135 W. Thomas Rd., Phoenix, Arizona 85019**.

Bids shall be time and date stamped upon receipt in the Purchasing Office. Time of bid arrival will be recorded from the clock located in the Purchasing Office, within the Support Services Center. Bids may be modified or withdrawn at any time before bid opening if the modification or withdrawal is received at the Purchasing Office before the time and date scheduled for bid opening. Any Bids, modifications or withdrawals received at the Purchasing Office after the time and date scheduled for bid opening shall be rejected, unless the Bid, modification or withdrawal would have been timely received but for the action or inaction of Isaac School District personnel and is received before contract award.

Bids and modifications will be opened publicly at **2:00 P.M. local time**, **APRIL 17, 2014** in the Conference Room at the Support Services Center, and the name of each firm or individual submitting a Bid and the amount of each bid shall be recorded. The record shall be made available for public inspection. The Governing Board will award bids at a later date.

All information and Bids submitted will be made available for public inspection following the award of the contract, except any portion of a Bid that the firm or individual has requested, and the District concurs, shall remain confidential from and after the time of bid opening.

All Bids are subject to the "Invitation for Bid Terms and Conditions" contained in the Bid Package.

The District reserves the right to cancel this request or reject any or all bids in whole or in part if it is advantageous to the District.

ISAAC SCHOOL DISTRICT NO. 5

_____

Donna Hoover
Purchasing Coordinator
(602) 455-6735
(602) 455-6835 Fax
dhoover@isaacschools.org

Date _____

(Complete this section and the Bid Proposal)

Name of Company _____

Street or P.O. Box _____

City or Town _____

State and Zip Code _____

ISAAC SCHOOL DISTRICT NO. 5
REQUEST FOR PROPOSALS NO. R13-003-14

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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to enter into a contract with a qualified Certified Public Accountant or Public Accountant to conduct an annual financial audit of financial transactions and accounts kept by or for the District, subject to the *Single Audit Act Amendments of 1996* (PL 104-156) for the years ending **June 30, 2014 through June 30, 2018**, and to complete the USFR Compliance Questionnaire. The District reserves the right to suspend the provisions of the contract for any year the District expends less than $300,000 in federal awards.

II. GENERAL INFORMATION

A. Mandatory Qualifications

The following qualifications are mandatory for auditors submitting proposals:

1. The auditors must be properly licensed certified public accountants, public accountants, or persons working for a licensed certified public accounting (CPA) firm or public accounting firm. According to *Government Auditing Standards*, 1994 Revision (GAS), issued by the Comptroller General of the United States, public accountants and public accounting firms must be licensed on or before December 31, 1970.
2. The auditors must meet the independence requirements of GASB.
3. The auditors must not have a record of substandard audit work for the last 5 years. The District reserves the right to contact the State Board of Accountancy to verify the auditors' credentials and the State of Arizona, Office of the Auditor General, to verify that the auditors have not been debarred or suspended or that such auditors' contracts are not routinely rejected for substandard audits.
4. The auditors must have an external quality control review performed at least every three years in accordance with GASB. The most recent external quality control review report must be included with the proposal.
5. The auditors must meet the continuing education requirements of GASB. Therefore, each auditor responsible for planning, directing, conducting, or reporting on GASB 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. In addition, individuals responsible for planning or directing the GASB audit, conducting substantial portions of the field work, or reporting on the audit should complete at least 24 of the 80 hours of continuing education in subjects directly related to the governmental environment and government auditing.

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

Interested, qualified auditors may submit a proposal to ISAAC School District No.5 at the following address:

ISAAC SCHOOL DISTRICT #5

4135 W. Thomas Rd

Phoenix, Arizona 85019

1 original and 2 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.

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

1. **Sealed proposals will be received until 2:00 P.M., Local Time, on April 17, 2014**, at the District address listed on the previous page. 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 on April 22, 2014.** Please have staff available at that time to respond to questions by telephone.

3. Discussions with the individual auditors may be held to clarify proposals.

   If such discussions are held with any or all auditors, all auditors must submit a best and final offer by April 30, 2014. The best and final offer provides the opportunity for auditors 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. **If a best and final is not requested the bid is expected to be awarded:**

4. **Contract award is expected to be made on May 1, 2014.** 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 auditor is selected, the Auditor General will review the proposed contract and approve or disapprove it in accordance with Arizona Revised Statutes (A.R.S.) §§15-914 and 41-1279.21, and Auditor General Administrative Rule R4-44-117. Only upon approval of the proposed contract by the Auditor General will the contract be signed by the District and the selected auditor.

   The District will send a letter to inform each auditor submitting a proposal 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 no later than determined by the Auditor General to meet the time line.

6. A preliminary draft of the reports should be completed and an exit conference held no later than December 31st of each year.

7. The final reports should be submitted to the District no later than March 1st of each year.

Cost and price information provided in the proposal will be held confidential and will not be disclosed to competitors prior to selection of the auditor. Information on total bid price may be disclosed after the auditor has been selected.

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 to assist in making the selection.

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represents the principal selection criteria that will be considered during the evaluation process.

1. Mandatory Criteria
   a. The firm is independent and properly licensed.
   b. The firm's professional personnel have received the required continuing professional education within the preceding two years.
   c. The firm submits its most recent external quality control review report and has a record of quality audit work.

2. Technical Criteria	Points Possible
A. Cost Factors	25
B. Qualifications of staff	
1. Qualifications of supervisory personnel and of the Audit team-performing field work	15
2. General Direction and supervision to be exercised Over the audit team by the firm's management	10
C. 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
D. Technical experience of the firm	
1. Auditing Arizona school districts	10
2. Auditing government	5

3. Auditing computerized systems	5
4. Auditing federal programs	5
E. Size and structure of the firm, considering the scope of the audit	5
Technical Criteria and Cost—maximum points	**100**

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 firm has been established, the sealed dollar cost bid will be opened and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the firm offering the lowest price and proportional scores will be assigned to the other firms.

III. PROPOSAL FORMAT

1 original and 3 copies of the proposal must be submitted. 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 firm 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 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 firm, and 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. Auditor Profile and Qualifications

The following information should be included.

1. A description of the 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 auditor meets the mandatory qualifications set forth in "General Information."

3. A statement of the auditor's expertise in: 1) financial audits of Arizona school districts, 2) financial audits of governments, 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 personnel to be assigned to the audit, including the audit manager or partner. Personnel named in the proposal may not be substituted without permission of the District. Resumes, including relevant experience and continuing education of the auditor in charge up to the individual with final responsibility for the audit, may be included as an appendix.

E. 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 auditor intends to follow. The audit work plan should completely cover what audit work will be accomplished to allow the auditor to render the reports described in this RFP.

   The audit work plan should demonstrate the auditor's understanding of the audit requirements of a single audit as specified in Office of Management and Budget (OMB) Circular No. A-133, *Audits of States, Local Governments, and Non-Profit Organizations,* and the audit tests and procedures to be applied in completing the audit work plan.

   The audit work plan should also detail how the auditor 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. Please include an estimated amount of hours needed to complete the audit.

F. Cost Proposal

The cost portion of the proposal should be submitted in a sealed envelope separate from but together with the proposal. Please include a cost portion for services if the district were to apply for the AASBO Excellence in Financial Services and for any other services that may deemed necessary by the district.

IV. DESCRIPTION OF DISTRICT AND RECORDS TO BE AUDITED

A. General

Isaac School District No. 5 is a political subdivision of the State of Arizona located in Maricopa County. The District consists of approximately 7488 students. The District operates on a July 1st to June 30th fiscal year.

The accounting policies of Isaac School District No. 5 conform to generally accepted accounting principles.

B. Reporting Entity

The District's financial statements should be prepared in accordance with the Governmental Accounting Standards Board *Codification of Governmental Accounting and Financial Reporting Standards.* Therefore, the financial statements of Isaac School District No. 5 should include the funds and account groups of all organizational entities over which the District's Governing Board exercises significant control or oversight responsibility regarding financial interdependence, selection of the governing authority, designation of management, ability to influence operations, and accountability for fiscal matters. District functions include instruction, support services, pupil transportation, facilities acquisition and construction services, food service operations, bookstore operations, and debt service. In addition, the District has custodial responsibilities over student activities.

C. Fund Accounting

The accounts of the District are maintained in accordance with the principles of fund accounting. Although accounts are separately maintained for each fund and account group, funds that have similar characteristics have been combined into fund types.

The District maintains the following fund types and account groups.

Fund Types	Number of Funds
General	1
Special Revenue	42
Debt Service	0
Capital Projects	3
Trust	0
Agency	0
Internal Service	0

Account Groups	Number of Account Groups
General Fixed Assets	1
General Long-Term Debt	1

D. Federal and State Financial Assistance

$10,101,832	

E. Basis of Accounting

The District's accounting records are maintained on a cash basis of accounting. Revenues are recognized when cash is received, and expenditures are recognized when cash is disbursed. The financial statements are presented on the modified accrual basis of accounting. Revenues are recognized when they become measurable and available to finance expenditures of the current period. Expenditures are recognized when the related fund liability is incurred except for principal and interest on general long-term debt which are recognized when due. However, since debt service resources are provided during the current year for payment of general long-term debt principal and interest due early in the following year, the expenditures and related liabilities are recognized in the Debt Service Funds.

F. Budgeting and Budgetary Control

The District is required by A.R.S. §15-905 to adopt an annual operating budget for expenditures for the General, Debt Service, Special Revenue, and Capital Projects Funds on essentially the same modified accrual basis of accounting used to record actual expenditures. Budgetary control over expenditures is exercised at the fund level. However, the General (Maintenance and Operation) Fund is budgeted within 4 subsections, any of which may be over expended with the prior approval of the Governing Board at a public meeting, providing the expenditures for all subsections do not exceed the fund's total budget.

G. Encumbrances

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded to reserve that portion of the applicable fund balance, is employed as an extension of formal budgetary control in the General, Capital Outlay, and Adjacent Ways Funds. Encumbrances outstanding at year-end for goods or services that were not received before fiscal year-end are canceled. However, at year-end the County School Superintendent must encumber in all funds of the District amounts necessary and available to pay liabilities outstanding for goods or services received but unpaid at June 30, after which warrants may be drawn against the encumbered amounts for 60 days immediately following the close of the fiscal year. After 60 days the remaining encumbered balances lapse and any cash balances remaining in the General, Capital Outlay, and Adjacent Ways Funds, except monies accumulated in the reserve of the Capital Outlay Fund, are used to reduce District taxes for the next budget year.

H. 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 student activities and auxiliary operations monies; monies withheld or received from employees, former employees, board members, and other persons for insurance programs in accordance with A.R.S. §15-1223; and grants and gifts to teachers maintained in accordance with A.R.S. §15-1224. The County School Superintendent draws warrants on funds on deposit with the County Treasurer upon presentation of a voucher by the District Governing Board.

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.

Bank Account Name	Bank Name and Location
Maintenance and Operation Fund revolving account	Wells Fargo Bank/100 W. Jefferson, Phx, AZ
Miscellaneous Receipts clearing account	Well Fargo Bank/100 W. Jefferson, Phx, AZ
Food Service Fund clearing account	Wells Fargo Bank/100 W. Jefferson, Phx, AZ
Food Service Fund revolving account	

Bank Account Name	Bank Name and Location
Auxiliary Operations Fund account	
Auxiliary Operations Fund revolving account	
Student Activities Fund account	Wells Fargo Bank/100 W. Jefferson, Phx, AZ
Student Activities Fund revolving account	
Federal Savings Bond Withholdings account	
Federal Tax Withholdings account	Wells Fargo Bank/100 W. Jefferson, Phx, AZ
State Income Tax Withholdings account	Wells Fargo Bank/100 W. Jefferson, Phx, AZ
Employee Insurance Programs Withholdings account	Wells Fargo Bank/100 W. Jefferson, Phx, AZ
Grants and Gifts to Teachers account	
Principals' Supplies account	
Other:	

I. Magnitude of Financial Activity

The District's total expenditures budgeted for the years ended June 30, 2012, and June 30, 2013, were 44,625,935 and 43,995,498, respectively. Following are selected elements of revenues and expenditures for those fiscal years.

	Year Ended 2012	Year Ended 2013
Budgeted Revenues		
Primary tax levy	6109117	4843997
Secondary tax levy	4951155	4951155
State aid	585,063	478,863
Federal Grants-in-Aid	10,887,632	9,622,969
Other sources		
Budgeted Expenditures		
General Fund	40,662,918	39,637,510
Capital Outlay Fund	3,963,017	4,357,988
Debt Service Fund		

The District has approximately 1074 employees with estimated payroll expenditures of 23,695,385 and 23,484,348 for the years ended June 30, 2012, and June 30, 2013, respectively.

J. Uniform System of Financial Records

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 accounting manual, the *Uniform System of Financial Records* (USFR).

The USFR includes a Chart of Accounts that provides for the establishment of a complete fund accounting system. The District must use the account codes and titles listed in the chart.

The USFR also provides essential information on key areas of administrative responsibilities and includes detailed information for budget preparation, attendance reporting, and comprehensive accounting procedures for cash, revenues, expenditures, payroll, supplies inventory, and general fixed assets.

K. Additional Information

N / A

L. Prior-Year Information

Annual budgets, annual financial reports, and financial statements for the years June 30, 2012 and 2013, will be sent to interested, qualified firms upon request, or may be examined at the District Office.

V. NATURE OF SERVICES REQUIRED

The selected auditor will be required to perform an annual financial audit for the years ended June 30, 2014, 2015, 2016, 2017, 2018, in accordance with generally accepted auditing standards, GAS, the *Single Audit Act Amendments of 1996*, and OMB Circular No. A-133. The AICPA has provided report examples, which can be followed. In addition, the auditor must perform a review for determining the District's compliance with the USFR. These requirements are summarized below.

A. Procedures to be performed

1. Audit the general-purpose financial statements in accordance with generally accepted auditing standards and GAS.
2. Obtain an understanding of the possible effects of laws and regulations on the financial statements.

3. Consider the factors influencing audit risk and obtain an understanding of the District's internal control structure.
4. Test the District's compliance with the requirements applicable to federal award programs.
5. Document results of tests in working papers in accordance with GAS paragraphs 4.34 through 4.38 and *Audits of State and Local Governmental Units* paragraph 5.24.
6. Obtain written representations from District Management.
7. Ascertain whether the District established policies and performed procedures listed on the USFR Compliance Questionnaire. (See C. below for further instructions.)

B. Reports to be issued

To comply with OMB Circular No. A-133 a **reporting package** and **data collection form** shall be issued. The reporting package shall include the following:

1. Financial Statements, including an auditor's opinion thereon
2. Schedule of Expenditures of Federal Awards, including an auditor's opinion thereon
3. Summary Schedule of Prior Audit Findings
4. Report on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
5. Report on Compliance with Requirements Applicable to Each Major Program and Internal Control Over Compliance in Accordance with OMB Circular No. A-133
6. Schedule of Findings and Questioned Costs
7. Corrective Action Plan

C. USFR Compliance Review Requirements

The District must comply with the USFR. To 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 auditors regarding requirements set forth in the USFR. Assertions on the USFR Compliance Questionnaire made by the CPA FIRM must be adequately supported in the audit working papers. Auditors may acquire a copy of the USFR Compliance Questionnaire from the District.

The selected auditor must complete and submit the USFR Compliance Questionnaire to the Auditor General. In addition, all management letters must be submitted. The Auditor General will then inform any district that fails to comply at a satisfactory level with the requirements of the USFR of the district's deficiencies, giving the district 90 days in which to correct the deficiencies.

The USFR Compliance Questionnaire should be presented separately from other reports.

VI. REPORT REVIEW, TIMING, AND NUMBER OF COPIES

Following completion of draft reports, the auditor must submit 5 copies of the reports and the audited financial statements to the audit liaison, the district's Financial Services Manager, for review.

Upon completion of the final reports, the auditor must provide 25 copies of the reports to the District and **one** copy of the audit reporting package, and the USFR Compliance Questionnaire to the Arizona Office of the Auditor General either by e-mail at: asd@azauditor.gov : OR by US mail to the following address:

Office of the Auditor General
2910 North 44th Street, Suite 410
Phoenix, AZ 85018-7243

Two copies of the reporting package, USFR Compliance Questionnaire and Management letter must be submitted to the ADE Audit Resolution Unit.

Additionally, the CPA firm must provide **one** copy of the data collection form and audit reporting package to the Federal Audit Clearinghouse at the address below or by e-mail to: http://harvester.census.gov/fac/collect/ddeindex.html, for archival purposes and **one** copy of the audit reporting package for each federal awarding agency when the schedule of findings and questioned costs discloses audit findings, or the summary schedule of prior audit findings reports on the status of prior findings related to direct federal awards provided to the District.

Federal Audit Clearinghouse
U.S. Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

In addition to the copies provided to ADE, the CPA firm must also provide **one** copy of the audit reporting package to other pass-through entities when the schedule of findings and questioned costs discloses audit findings related to federal awards that the pass-through entities provided or the summary schedule of prior audit findings reports the status of prior audit findings related to federal awards that the pass-through entities provided.

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

A.R.S. §§15-914 and 41-1279.21 require the Auditor General to ensure that completed audits are conducted in accordance with generally accepted auditing standards, GASB, OMB Circular No. A-133, and the minimum audit and reporting standards prescribed by the Auditor General's Office. **An audit will not be accepted as meeting the requirements of this section until it has been approved by the Auditor General**.

VII. EXIT CONFERENCE REQUIREMENTS

The auditor must be available to participate in one or more exit conferences with members of the District and the District Governing Board. Exit conferences must be coordinated through the Financial Services Manager, the audit liaison. The purposes of the exit conferences are to discuss the draft audit reports with the District, identify any errors, and obtain comments on report findings and recommendations.

VIII. AUDIT DOCUMENTATION

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

IX. CONTRACTUAL ARRANGEMENTS

A. Multi-Year Contracts

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 and the audit firm reimbursed for the reasonable value of any nonrecurring cost incurred but not amortized in the price of services delivered under the contract or which are otherwise not recoverable.

The District reserves the right to suspend the provisions of the contract for any year the District expends less than $300,000 in federal awards.

B. Other Provisions

N/ A

X. RIGHT TO REJECT

The District reserves the right to:

A. Reject any or all proposals submitted.

B. Request additional information from all firms.

C. Conduct discussions with responsible firms who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.

D. Negotiate modifications to the 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.

XI. ASSISTANCE AVAILABLE TO FIRMS

A. Previous Audit Reports and Audit Working Papers

Heinfeld & Meech performed the most recent completed audit of the District for the year ending June 30, 2013.

Audit documentation related to the aforementioned audit are available for inspection by contacting Diane Bradley at 10120 N. Oracle Rd., Tucson, AZ 85704-76465or by phone: 520-742-2611.

B. District Assistance

District officials and staff will be available to assist firms by providing information, documentation, and explanations as required. The Financial Services Manager, will be the audit liaison between the District and the auditor.

C. Grantor Assistance

Questions or request for assistance concerning federal grants should be directed to the Grants Management Office or the applicable ADE federal program office.

Refer any questions regarding this Request for Proposals to: Donna Hoover, Purchasing Coordinator at: (602) 455-6735.

_____

. Donna Hoover / Purchasing Agent

Date_____

ISAAC SCHOOL DISTRICT NO. 5

NOTICE OF REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS NO. R13-003-14

PROPOSAL DUE DATE APRIL 22, 2014 TIME: 2:00 PM

DISTRICT DELIVERY ADDRESS: Isaac School District No. 5
4135 W. Thomas Road
Phoenix, AZ 85019

In accordance with the School District Procurement Rules prescribed by the Arizona State Board of Education pursuant to Arizona Revised Statutes §15-213, competitive sealed proposals for the following services will be received by Isaac School District No. 5, at the address specified above until the time and date cited.

Annual financial audit(s) of financial transactions and accounts subject to the Single Audit Act Amendments of 1996 for year(s) ending June 30, 2014.

Proposals received by the correct time and date will be opened, and the name of eac audit firm will be publicly read. Proposals must be in the actual possession of the District on or prior to the exact time and date indicated above. Late proposals will not be considered unless the proposal:

1. **Is received before contract award at the location designated for receipt of proposals in the Request for Proposals, and**

2. **Would have been received on time but for the action or inaction of District personnel.**

Proposals must be submitted in a sealed envelope to the above address with the Request for Proposals No. and the audit firm's name and address clearly indicated on the envelope. All proposals must be completed in ink or typed and one (1) original and two (2) copies must be submitted. Additional instructions for preparing a proposal are provided in the Request for Proposals.

Audit firms are strongly encouraged to carefully read the entire Request for Proposals.

SPECIAL TERMS AND CONDITIONS

1. **Purpose**

The Purpose of this Request for Proposal (RFP) is to enter into a contract for Auditing Services for the Isaac School District No.5.

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 with a deductible of not more than $5,000 and naming Isaac School District as an additional insured party.

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

B. Safety

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

C. RFP Determination

As authorized by R7-2-1041-A, the executive board of Isaac School District has approved this class determination that it is either not practicable or not advantageous or for Isaac School District to procure the types of materials or services specified herein by competitive sealed bidding. The District has determined that it may be necessary to:

- Conduct discussions with the Offerors to determine their full understanding and responsiveness to the solicitation.

- Afford the Offerors an opportunity to amend their proposals by means of best and final offers.

- Compare the different price, service, quality and contract actual requirements of the proposal submitted. Price may not be the deciding factor in award of the contract.

2. **Evaluation Schedule**

The proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The proposals with the highest scores may be interviewed to determine the best interests of the District.

3. **Terms of Award**

It is the intent of the District to award a multi-term contract, beginning in May 1, 2014. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

The estimated requirements cover the period of the contract and are reasonable and continuing. The use of the subsequent multi-term contract will serve the best interests of the school district by encouraging effective competition or otherwise promoting economies of scale in school district procurement.

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor may only be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the materials or services delivered under the contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

4. Multiple Award

The District reserves the right to make a multiple award to more than one supplier. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District.

5. **Award Basis**

The successful offeror will be determined by Evaluation Criteria including but not limited to pricing, or other incentives offered. The Isaac School District reserves the right to award as many term contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone.

The District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the proposal form on the offeror's letterhead over the signature of the person signing the proposal form. Such appendages shall be considered part of the offeror’s formal proposal. For the absence of any statements of deviation or exception, the proposal shall be accepted as in strict compliance with all terms and conditions.

If a vendor receives a contract award and is unable to meet the services requirements as outlined in this Solicitation, or is unable to hold proposal price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next lowest ranked vendor.

6. **Evaluation**

Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP. If several proposals are very closely ranked, the District may call for interviews to assist in the decision-making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

Evaluation criteria are listed below, in relative order of importance. Specific weighing will be used as stated below.

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 to assist in making the selection.

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represents the principal selection criteria that will be considered during the evaluation process.

1. Mandatory Criteria
   a. The firm is independent and properly licensed.
   b. The firm's professional personnel have received the required continuing professional education within the preceding two years.
   c. The firm submits its most recent external quality control review report and has a record of quality audit work.
2. Technical Criteria — Points Possible
   A. Cost Factors — 25
   B. Qualifications of staff
      1. Qualifications of supervisory personnel and of the Audit team-performing fiel — 15
      2. General Direction and supervision to be exercised Over the audit team by the firm’s management — 10
   C. 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

D. Technical experience of the firm

1. Auditing Arizona school districts 10
2. Auditing government 5
3. Auditing computerized systems 5
4. Auditing federal programs 5

E. Size and structure of the firm, considering the scope of the audit 5

Technical Criteria and Cost—maximum points 100

7. **Billing**

All billing notices must be sent to the District's accounts payable department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by the Isaac School District will refer to the RFP number of this Proposal.

8. **Price Clause**

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 Isaac School District 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 Isaac School District.

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 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, proposal 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 (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/public entity that executes the Contract.*

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 inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry 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 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.

G. Pre-Offer Conference. If a pre-Offer 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. 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. **Offer Preparation**

A. Forms: No Facsimile or Telegraphic Offers. 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 proposal 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/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum 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 Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum 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.

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. 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. 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. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; 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.

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. Arizona Transaction privilege and use taxes shall not be considered when evaluating Offers.

C. Late Offers. An Offer submitted after the exact Offer due date and exact time shall be rejected.

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. Offer 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 reserves the right 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 Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the school district's Governing Board. 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. Non-Exclusive Contract Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Isaac School District. The District reserves the right to obtain like goods and services from other sources.

7. **Protests**

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted there-under. Protests shall be in writing and be filed with the District Representative. A protest of a Solicitation shall be received by the District Representative 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:

A. The name, addresses, and telephone number of the protester;

B. The signature of the protester or its representative;

C. Identification of the purchasing agency and the Solicitation or Contract number;

D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

E. The form of relief requested.

UNIFORM 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, proposal 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 Proposals ("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. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:

1. Special Terms and Conditions;
2. Uniform Terms and Conditions;
3. Statement or Scope of Work;
4. Specifications;
5. Attachments;
6. Exhibits;
7. Documents referenced or included in the Solicitation.

D. 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.

E. 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.

F. 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.

G. 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. I.R.S. 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 or 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 of 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 quantity 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. Year 2000.

1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including, but not limited to, calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the School District/public entity in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system or that the information technology products being acquired perform as a system in combination with other School District/public entity information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the School District/public entity for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In Addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.

G. 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.

H. 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. **Contracts Claims**

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

11. **Offshore Performance of Work Prohibited**

Due to the security and identity protection concerns, direct services under this 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 State of Arizona 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.

12. **Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with ARS subsection 41-4401, ARS subsection 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 by default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

13. **Fingerprint & Background Checks**

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 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 ARS 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.

14. Terrorism Country Divestments

Per A.R.S. the district is prohibited from purchasing from a company that is in violation of the Export Administration Act.

15. **Scrutinized Business Operation**

Per A.R.S. 35-391, the district is prohibited from purchasing from a company with scrutinized business operations in Sudan.
Per A.R.S. 35-393, the district is prohibited from purchasing from a company with scrutinized business operations in Iran.

16. **Registered Sex Offender Restriction**

No employee of the vendor, or a subcontractor of the vendor, who have been adjudicated to be a registered sex offender, my perform work on District premises or equipment at any time when District students are, or are reasonably expected to be present. Violations of this condition may result in the cancellation of this contract at the District's discretion.

OFFER AND ACCEPTANCE FORM

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.

Date:_____

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

Contractor's License Number-_____

Company Name

Address

City State Zip

For clarification of this offer, contact:

Name:

Phone:

Fax:

E-Mail:

Signature of Person Authorized to Sign Offer

Printed Name

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.
5. 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.
6. The Offeror complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
7. The Offeror shall comply with fingerprinting requirements in accordance with ARS 15-512 unless otherwise exempted.
8. The Offeror complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
9. The Offeror shall comply with fingerprinting requirements in accordance with ARS 15-512 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 School District/public entity.

This contract shall henceforth be referred to as Contract No. I13-003-14.
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 _____2_____

_____
AUTHORIZED SIGNATURE

AUDITING SERVICES
BID #I13-003-14

ATTACHMENT A

NON-COLLUSION AFFIDAVIT FORM

PROPOSAL REFERENCE NO. I13-003-14
PROPOSAL ITEM/SERVICE: AUDITING SERVICES
STATE OF ARIZONA)
) SS.
COUNTY OF)

_____, Affiant, the

_____
(Title)

_____
(Contractor)

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

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

_____
(Signature)

_____
(Title)

Subscribed and sworn to before me
This _____ day of _____, 2____.

_____
Signature of Notary Public in and for the

County of _____

NOTE: THIS FORM MUST BE COMPLETED; SIGNED AND SUBMITTED WITH BID OTHERWISE BID WILL BE REJECTED.

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

REFERENCE FORM

List three (3) or four (4) references for which you have performed work of a similar nature and scope as the services stated in this Invitation for Bid. State a company name, contact name, address, phone number and e-mail address for each reference. Briefly describe the services you performed for each reference.

Company Name	Company Name
Contact Name	Contact Name
Address	Address
Phone Number	Phone Number
E-mail address	E-mail address
Job Description	Job Description
Company Name	Company Name
Contact Name	Contact Name
Address	Address
Phone Number	Phone Number
E-mail address	E-mail address
Job Description	Job Description

"NO BID" RESPONSE FORM

AUDITING SERVICES

BID #I13-003-14

If you do not wish to bid on this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason(s) for your decision and return this page. Failure to respond may result in deletion of your name from the district's vendor listing. This form may be returned to the address listed below, or faxed to 602-455-6835. A "No Bid" will be considered a response.

- ❑ I am submitting a "No Bid" at this time.
  Please keep my name on the District's Bidder's List.
- ❑ I cannot meet the product/service specifications as described in the solicitation due to:
- ❑ I cannot meet the Terms and Conditions of the solicitation because:
- ❑ I do not provide services of this nature.
  Please remove my name from this category. I will submit a revised Vendor Registration Form.
  You may receive a copy via fax/mail by contacting Donna Hoover, 602-455-6835.
- ❑ I no longer wish to do business with Isaac School District. Please remove my name from the District's Bidders List.

Name of Company _____ Date Signed _____

Signature of Person Authorized to Sign Offer _____ Phone: _____

Typed Name _____ Fax: _____

Title _____

Address _____

City _____ State _____ Zip _____

Please return this completed form to:

Isaac School District
Purchasing Department
4135 W. Thomas Rd, Phoenix 85019
Phone# 602-455-6735 Fax # 602-455-6835