

 **MOHAVE VALLEY SCHOOL DISTRICT #16**

 ***Creating school communities in which all students can learn, no exceptions!***

 **8450 S. Olive Ave Mohave Valley, Arizona 86440**

 **Voice: (928) 768-2507 Fax 768-2510 Email: poppinm@mvdistrict.net** www**.mvesd16.org**

**REQUEST FOR PROPOSAL**

Date: May 21, 2018

Bid No. SY19-Groundskeeping

Material and or Service: Professional Groundskeeping Services

Bid Due Date: June 11, 2018 Time: 2:00 PM, MST

Pre-proposal Meeting: May 30, 2018, 8:00 AM, MST at MVESD16’s District Office

 8450 S. Olive Ave., Mohave Valley, AZ 86440

 *This meeting will provide vendors an opportunity to ask questions, go over the solicitation and visit all five District sites.*

 *Please allow approximately three hours for this meeting.*

Opening Location: Mohave Valley Elementary School District 16

 8450 S. Olive Ave., Mohave Valley, AZ 86440

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A. R. S. 15-213, bids for the material or services specified will be received by the Mohave Valley Elementary School District 16, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the vendor’s submitting shall be publicly read. All other information contained in the bid shall remain confidential until award is made. If you need directions to our office, please call (928) 768-2507

Please bring a copy of this solicitation to the pre-bid as we will be reviewing it during the meeting.

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

Bids must be submitted in a sealed envelope with the solicitation number and Offeror’s name and address clearly indicated on the outer envelope. All bids must be written legibly in ink or typewritten. Additional instructions for preparing a bid are provided herein.

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

Questions regarding this Request for Proposal should be directed to:

Margie Poppin, Procurement Specialist by email poppinm@mvdistrict.net

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**DOCUMENTS REFERENCED:**

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

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

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:

[www.azsos.gov/rules/arizona-administrative-code](http://www.azsos.gov/rules/arizona-administrative-code)

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

# Uniform Instructions for Offers

1. **DEFINITION OF TERMS**

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

* 1. **“Attachment**” means any item the Solicitation requires a Bidder or Offeror to submit as part of the Offer.
	2. **“Award”** means a determination by District that it is entering into a contract with one or more Bidders or Offerors.
	3. “**Bid**” means a response to an invitation for bids and includes an offer to contract with District.
	4. **“Bidder”** means a person submitting a Bid in response to an invitation for bids.

**1.5. "Contract"** means a legally binding contractual agreement, regardless of what it may be called, for the purchase of materials, services**,** construction or construction services**,** or the disposal of materials by District. “**Contract”** includes the combination of the Solicitation, including the Uniform and Special Instructions, the General 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 Addendums or Contract Amendments; and any terms applied by law. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the Contract or agreement, and is signed by the District Representative.

* 1. **“Contract Amendment”** means a written document that is authorized by the District Representative and issued by District for the purpose of making changes to the Contract.
	2. **“Contractor”** means any person who has a contract with District. An Offeror or Bidder who has been awarded a Contract by District is a Contractor of District.
	3. **“Days”** means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
	4. “**District**” means Mohave Valley Elementary School District 16
	5. **“District Representative”** means Margie Poppin, Procurement Specialist, or her designee.
	6. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
	7. **“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.
	8. **“Offer”** means Bid, Proposal, or quotation.
	9. **“Offer Deadline”** means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.
	10. **“Offeror”** means a person submitting a Proposal in response to a request for proposals.
	11. **“Proposal”** means a response to a request for proposals and includes an Offer to contract with District.
	12. **“Purchase Order”** means a document issued by District, in writing or electronically, and identified as a Purchase Order that authorizes Contractor to proceed with fulfillment of all or part of an awarded Contract by delivery of materials or services in quantities and at times and locations specified in the Purchase Order.
	13. **"Responsible Bidder or Offeror"** means a person who at the time of Contract Award has the capability to perform the Contract requirements and the integrity and reliability which will assure good faith performance.
	14. **“Responsive Bidder or Offeror"** means a person who submits an Offer that reasonably and substantially conforms to all material requirements of the Solicitation.
	15. **"Solicitation"** means an invitation for bids, an invitation to submit technical offers, a request for proposals, a request for qualification, or any other invitation or request by which District invites a person to participate in a procurement. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the Uniform Instructions for Offers, General Terms and Conditions for Contract, Special Terms and Conditions for Contract, Statement of Scope of Work/Specifications, Solicitation Addendums, and Solicitation Exhibits and Attachments.
	16. **“Solicitation Addendum”** means a written document that is authorized by the District Representative and issued by District for the purpose of making changes, clarifications, or additions to the Solicitation.
	17. “**The Solicitation Contact Person”** for the Solicitation istheprocurement specialist supervisor designated on the first page of the Solicitation**.**

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

**2**. **PRE-OFFER** **INQUIRIES**

* 1. **Duty to Examine.** It is the responsibility of the Bidder or 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 Deadline.
	2. **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 Bidder or Offeror shall not contact or direct inquiries concerning the Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation Contact Person as a contact.
	3. **Submission of Inquiries.** The Solicitation Contact Person may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing the inquiry since it may then be identified as an Offer and not be opened until after the Offer Deadline.
	4. **Requests for Exceptions.** A Bidder or Offeror may submit to the Solicitation Contact Person a written request for an unsubstantial, nonmaterial exception or deviation to a specific term, condition, or other provision in the Solicitation. Requests for an exception must identify the specific condition, term, or other provision to be excepted or modified and clearly state any proposed substitutions or modifications thereto.

A requested exception that substantially or materially alters a term, condition, or other provision shall be rejected. The District Representative or designee shall determine, in his or her sole discretion, whether an exception is substantial or material and advise the Bidder or Offeror of the decision. Submission of the Bidder’s or Offeror’s preprinted contract in place of the General or Special Terms and Conditions of a Solicitation shall be shall be rejected.

A request for exceptions must be submitted to the District Representative not less than ten (10) days prior to the Solicitation Deadline.

A request for exceptions shall not be accepted, in whole or in part, unless accepted in writing by the Solicitation Contact Person or District Representative.

If the Bidder or Offeror does not receive District’s written response to a request for exceptions prior to the Solicitation Deadline, the Bidder or Offeror may restate the request for exception in its Acknowledgment and Acceptance of Terms and Conditions of Solicitation form. A request for exceptions in the form will be considered by District when evaluating the Offer. If the request for exceptions is not acceptable, District will reject the Offer.

* 1. **Timeliness.**  Any inquiry shall be submitted as soon as possible and at least ten (10) days before the Offer Deadline. Failure to do so may result in the inquiry not being answered.

**2.6. No Reliance on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Addendum. A Bidder or Offeror may not rely on verbal responses from the Solicitation Contact Person to inquiries.

* 1. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under the Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder or Offeror should raise any questions it may have about the Solicitation at the conference.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests should be made as early as possible to allow time to arrange for the accommodation.

Verbal responses to questions raised at the conference shall not amend the Solicitation. If an issue is raised at the conference that results in a decision by District to amend the Solicitation, the Solicitation may be amended only by issuance of a written Solicitation Addendum. A Bidder or Offeror may not rely on any verbal responses to questions at the conference.

**3. OFFER PREPARATION**

* 1. **Forms: No Facsimile or Electronic Offers.** An Offer shall be submitted either on the forms provided in the Solicitation or their substantial equivalent. Any substitute document for the forms provided in the Solicitation must be legible and contain the same information requested on the form. A facsimile, electronic, or mailgram offer shall be rejected.
	2. **Typed or Ink; Corrections.** The Offer must 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.
	3. **Acknowledgement and Acceptance Form:** The Acknowledgement and Acceptance of Terms and Conditions of Solicitation form must be submitted with the Offer and signed by a representative of the Bidder or Offeror.

All exceptions or modifications requested by the Bidder or Offeror, regardless of whether District previously accepted the requested exceptions or modifications requested by the Bidder or Offeror, must be clearly set forth in the Acknowledgement and Acceptance of Terms and Conditions of Solicitation form. Any exceptions or modifications set forth in the form that have not been previously accepted by District, may be rejected if District determines, in its sole judgment, that the a requested exception or modification would substantially or materially alters a term, condition, or other provision of the Solicitation. Unacceptable exceptions or modifications shall remove the Offer from consideration for award.

* 1. **Offer and Acceptance Form.** The Offer and Acceptance form within the Solicitation must be submitted with the Offer and signature by authorized representative of the Bidder or Offeror. The signature shall signify the Bidder’s or 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 intent to be bound, such as an original signature, may result in rejection of the Offer.
	2. **Subcontractors.** A Bidder or Offeror shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities in the Offer.
	3. **Cost of Offer Preparation.** District will not reimburse a Bidder or Offeror for the cost of responding to a Solicitation.
	4. **Solicitation Addendum.** Unless otherwise stated in the Solicitation, each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer Deadline. Failure to return a signed copy of a material Solicitation Addendum or to follow the instructions for acknowledgement of the Solicitation Addendum may result in rejection of the Offer.
	5. **Tax Identification Numbers.** A Bidder or Offeror must provide his or her Arizona Transaction Privilege Tax number and/or Federal Employer 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 Cost Form.
	6. **Taxes.** Prices stated in a Solicitation shall not include applicable state and local taxes. District is exempt from paying federal excise tax and state property taxes. District is not exempt from state and local transaction privilege (sales) taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in determining the lowest Bidder.
	7. **Shipping/Delivery**. Terms and conditions relating to shipping and delivery are “FOB Destination, Freight Prepaid and Allowed.” The shipping and delivery terms are further described in the General Terms and Conditions of Contract and are subject to modification in the Special Requirements of Solicitation, if any, for this Solicitation.
	8. **Order of Precedence.** A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the following documents listed in their order of precedence:

1st Solicitation Addendums

2nd Special Requirements of Solicitation

3rd General Terms and Conditions of Contract

4th Statement of Scope of Work/Specifications

5th Solicitation Attachments and Exhibits

6th Uniform Instructions for Offers

In the event of a conflict between provisions in two or more of the foregoing Solicitation documents, the document having a higher order of precedence will prevail over the other document or documents with conflicting provisions.

**4. SUBMISSION OF OFFER**

* 1. **Sealed Envelope or Package.** Each Offer shall be submitted to the submittal location identified in the 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.
	2. **Offer Amendment or Withdrawal.** The Bidder or Offeror may withdraw an Offer any time prior to the Offer Deadline. The Offer may not be amended or withdrawn after the Offer Deadline, except as otherwise provided under applicable law.
	3. **Confidential Information.**

4.3.1. Request for Confidentiality. If a Bidder or Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, the Bidder or Offeror may submit to the District Representative and the Solicitation Contact Person a Request for Confidentiality of Proprietary Information form that identifies the specific information and explains why it should be protected from disclosure. All information proposed for protection from disclosure shall be so identified wherever it appears in the Offer. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.

4.3.2. Public record. All contents of an Offer submitted in response to a Solicitation, other than those items determined by the District Representative to be confidential will become a matter of public record available for review after Award notification.

* 1. **Certifications of Bidder or Offeror.** By signing the Offer and Acceptance Form, the Bidder or Offeror certifies the following:
		1. The Bidder or Offeror has examined and understands the terms, conditions, scope of work/services and specification, and other documents in the Solicitation.
		2. The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. The Bidder or Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited: (i) a Bidder to put in a sham Offer; (ii) any other person, firm or corporation to refrain from submitting an Offer; or (iii) in any other manner sought to secure for itself an advantage over any other Bidder or Offeror or to produce a deceptive show of competition in the matter of the Offer or Award of a Contract under the Solicitation.
		3. The Bidder or Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a District official or employee in connection with the submitted Offer.
		4. The Bidder or Offeror, including its owners, employees, and agents directly involved in obtaining contracts with the State of Arizona, or any subdivision of the state has not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
		5. The Bidder or Offeror is not currently suspended, debarred, or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.
		6. If awarded a Contract, the Bidder or Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, scope of work/services, specifications, and other documents of the Solicitation.
		7. The Bidder or Offeror is not engaged in and for the duration of the contact will not engage in a boycott of Israel.
1. **ADDITIONAL OFFER INFORMATION**
	1. **Late Offers.** An Offer submitted after the Offer Deadline shall be rejected.
	2. **Unit Price Prevails.** 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.
	3. **Confirmation.** District may contact the Bidder or Offeror to confirm its understanding of the Offer. Such contact shall occur after the Offer Deadline and prior to award. District shall seek written confirmation from the Bidder or Offeror and shall retain the request and confirmation, if obtained, in the procurement file.
	4. **Offer Acceptance Period.** The Bidder or Offeror shall hold its Offer open for the later of (i) the number of days after the Offer Deadline stated in the Solicitation or (ii) ninety (90) days.
	5. **Rights of Waiver, Rejection, and Cancellation.** Notwithstanding any other provision of the Solicitation, District may waive any minor informality, reject any and all Offers or portions thereof, or cancel a Solicitation.

**6.** **AWARD**

**6.1**. **Basis of Award.** An Award will be made to the Responsible Bidder or Offeror whose Offer is determined to be:

* + 1. For an invitation for Bid, the lowest responsible and responsive Bid or Bids that conform in all material respects to the requirements of the Solicitation and evaluation factors, if any, set forth the Special Requirements of Solicitation.

If a Bidder is awarded a Contract and is unable to meet its contractual obligations, District may cancel the Contract and award a Contract to the next lowest ranked Bidder if this determination occurs within a reasonable time period after the original Contract Award.

* + 1. For a request for proposal, the Proposal or Proposals that are determined in writing to be the most advantageous to District based on the requirements of the Solicitation and evaluation factors set forth in the Special Requirements of Solicitation.

District will evaluate and determine which Proposals are acceptable and unacceptable for further consideration. If determined to be in the best interest of District, District may request interviews with the Offerors determined to be most likely to meet the requirements to discuss cost and/or other portions of the Proposal.

 No requirement or factor may be used in the evaluation of offers that is not set forth in the Solicitation. The amount of any applicable transaction privilege or use tax of a political subdivision of the State shall not be a factor in determining the lowest Bid or most advantageous Proposal.

* 1. **Multiple Awards.** District may award multiple contracts from the Solicitation. The decision to award a single contract, award multiple contracts, or make no award rests solely with District. A multiple Award shall be made only if the District Representative determines in writing, prior to making an award that a multiple Award is necessary and is advantageous to District.

In determining whether to award multiple contracts, District will assess whether multiple vendors are necessary and advantageous to ensure the availability of goods or services that fully conform to District’s requirements at the time, place and manner needed by District. If District determines that multiple contracts are necessary and advantageous, District will determine the least number of Contractors that are needed and award Contracts to, if an invitation to bid, the Bidders who submitted the lowest responsible and responsive Bids; and, if a request for proposal, the Offerors who submitted the most advantageous Proposals to District.

When determining whether to award of multiple contracts, District may consider a variety of factors, including without limitation: District’s experience with existing products and systems, brand continuity for parts replacement, increased demand for goods or services, a single Contractor’s ability to provide for District’s needs, bonding capacity, Contractor’s location and service areas, District’s past experience with Contracts for similar product/services, and other relevant criteria, including the criteria set forth in school district procurement code R7-2-1024(B)(1)(D): whether contracts will be awarded by individual line items or groups of line items, by increments, or by designated regions or locations.

contracts by applying the foregoing criteria with consideration to the likelihood that other cooperative If the solicitation is for a cooperative procurement, District will determine whether to award multiple members will make purchases from the same contract or contracts.

* 1. **Formation of Contract.** A response to the Solicitation is an offer to contract with District based upon the terms, conditions, scope of work/services, and specifications contained in the Solicitation. An Offer does not become a contract unless and until District accepts it. A contract is formed when the District Representative signs the Award document on behalf of District. No work may commence or products be delivered until District has issued a Purchase Order to Contractor.

**7.** **PROTESTS**

A protest of a Solicitation or Award may be made by an interested party as defined by the School District Procurement Code. The protest shall comply with and be resolved according to Rules R7-2-1141 through R7-2-1153 of the School District Procurement Code. Protests shall be in writing and be filed with the District Representative. A protest based on alleged improprieties that are apparent before the Offer Deadline must be delivered to the District Representative before the Offer Deadline. A protest of a Solicitation or Award for any other reason must be delivered to the District Representative within ten (10) days after District makes the Bid file available for public inspection, unless the District Representative finds good cause for the delay of the interested party. A protest shall include:

* The name, addresses, and telephone number of the interested party;
* The signature of the interested party or its representative;
* Identification of the purchasing agency and the Solicitation or Contract number;
* A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
* The form of relief requested.

**General Terms and Conditions of Contract**

All Contracts awarded by District are subject to the following terms and conditions. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in this General Terms and Conditions of Contract. Provisions of this General Terms and Conditions of Contract may be superseded by the Special Requirements of Solicitation, if any, of this Solicitation.

**1. CANCELLATION**

**1.1. Cancellation for Bankruptcy or Acquisition.** District reserves the right to cancel, or suspend the use of, any Contract if Contractor files for bankruptcy protection, or is acquired by an independent third party.

**1.2. Cancellation for Conflict of Interest.** District may cancel the Contract pursuant to A.R.S. §38-511 for conflict of interest.

**1.3. Cancellation for Convenience.** District reserves the right to immediately cancel the Contract without penalty or recourse, in whole or in part, when District determines cancellation to be in its best interests. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable Contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.

**1.4. Cancellation for Non-performance or Contractor Deficiency.** District reserves the right to cancel the whole or any part of the Contract due to failure by Contractor to carry out any obligation, term, or condition of the Contract. District may issue a written deficiency notice to Contractor for any of the following:

* Failing to comply with the accepted terms and conditions of the Contract;
* Providing material that does not meet the specifications of the Contract;
* Providing work and/or material that was not awarded under the Contract;
* Failing to adequately perform the services set forth in the scope of work/services and specifications;
* Failing to complete required work or furnish required materials within a reasonable amount of time;
* Failing to make progress in performance of the Contract and/or giving District reason to believe that Contractor will not or cannot perform the requirements of the Contract;
* Performing work or providing services under the Contract prior to receiving a District-reviewed purchase order for such work.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to District to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation, all goods, materials, and work paid for by District, along with documents, data, and reports prepared by Contractor under the Contract shall become the property of District.

**1.5. Cancellation for Replacement.** District reserves the right to cancel the Contract awarded under a Solicitation and replace it with a newer Contract awarded to the same Contractor for similar goods and services. District may, at its option, replace the Contract awarded from the Solicitation or delay a new Award until the existing Contract expires. The decision to replace the Contract rests solely with District.

**1.6. Continuation of Performance.** Contractor shall continue to perform in accordance with the requirements of the Contract, up to the date of cancellation and as directed in the cancellation notice.

**1.7. Cancellation for Improper Conduct.** District may cancel the Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of District with a view toward securing a contract or with respect to the performance of this Contract. Paying the expenses of normal business meals shall be in accordance with District’s policy regarding gratuities. Samples of software, equipment, or hardware provided to District for demonstration or evaluation are not considered gratuities.

**1.8.** **Cancellation by Contractor**. Unless otherwise provided in the Special Requirements of Solicitation, if any, Contractor may cancel the Contract by delivery of prior written notice during the 60-day period prior to an annual contract renewal. Termination shall have no effect on projects in progress at the time that a notice of cancellation is received by District.

**1.9. Cancellation for Lack of Appropriation.** District may cancel the Contract if the Legislature of the State of Arizona at any time fails to appropriate funds necessary for the District to perform the Contract.

1. **CONTRACT ADMINISTRATION**
	1. **Records and Audit.** Contractor shall retain and, by contract, shall require each subcontractor to retain all books, accounts, reports, files, and other records, whether in written or electronic form, relating to the acquisition and performance of the Contract (the “Records”) for a period of five years after the completion of the Contract. At any time during the term of this Contract and five (5) years thereafter, the Records shall be subject to inspection and audit by District at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such Records.
	2. **Compliance with Prior Certifications.** Upon Award of a Contract, Contractor shall continue to fully comply with all certifications provided to District in the Uniform Rules for Offer of the Solicitation.
	3. **Inspection and Testing.** Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor’s processes for producing the materials at a reasonable time for inspection of the materials and services covered under the Contract. District shall also have the right to test at its own cost the materials to be supplied under the Contract. Inspection at Contractor’s facilities or testing shall not constitute final acceptance of the materials. If District determines non-compliance of the materials, Contractor shall be responsible for the payment of all costs incurred by District for testing and inspection.
	4. **Notices.** Notices to Contractor required by the Contract shall be made by District to the person indicated on the Offer and Acceptance form submitted by Contractor. Notices to District required by the Contract shall be made by Contractor to Solicitation Contact Person indicated on the Solicitation cover sheet. The Solicitation Contact Person 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.
	5. **Property of District.** Any materials, including reports, computer programs, and other deliverables, created under the Contract shall be the sole property of District. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of District.
	6. **Advertising.** Contractor shall not advertise or publish information for commercial benefit concerning the Contract or its working relationship with District without prior written approval of the District Representative.
2. **CONTRACT AMENDMENTS**
	1. **Amendments.** The Contract is issued under the authority of the District Representative. The Contract may be modified only through a Contract Amendment within the scope of the Contract. 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 Contractor are violations of the Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect.

**3.2. Subcontracts.** Contractor shall not enter into any Subcontract under the Contract without the advance written approval of the Solicitation Contact Person. The Subcontract shall require the subcontractor to comply with the terms and conditions of the Contract.

* 1. **Assignment and Delegation.** Contractor shall not assign any right nor delegate any duty under the Contract without the prior written approval of the District Representative.
1. **CONTRACT CLAIMS**

All claims and controversies under the Contract shall be resolved according to A.R.S. §15-213 and the School District Procurement Code.

**5. CONTRACT INTERPRETATION**

**5.1. Governing Law.** The Contract is governed by Arizona law, including the School District Procurement Code.

**5.2. Order of Precedence.** In the event of a conflict in the provisions of the Contract as accepted by District, the following order of precedence shall prevail:

1st Solicitation Addendums

2nd Special Requirements of Solicitation

3rd General Terms and Conditions of Contract

4th Statement of Scope of Work/Specifications

5th Solicitation Attachments and Exhibits

6th Uniform Instructions for Offers

A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contact, if any, are superseded by the contract or agreement, and is signed by the District Representative.

* 1. **Severability.** The provisions of the Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

**5.4. No Parole Evidence.** The 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 the Contract.

* 1. **No Waiver.**  Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing to the nonconforming performance knows of the nature of the performance and fails to object to it.
1. **CONTRACTUAL REMEDIES**
	1. **Right to Assurance.** If District in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing the Contract, District may demand in writing that Contractor give a written assurance of intent or ability to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand will be treated as an anticipatory breach of the Contract. Upon anticipatory breach, District may pursue all remedies, including termination of the Contract.
	2. **Stop Work Order.**
* District may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by the Contract for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the order, 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.
* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The District Representative shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
	1. **Nonconforming Tender.** Products and materials supplied under the Contract shall fully comply with the Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with the Contract constitutes a breach of contract. On delivery of nonconforming materials, District may terminate the Contract or pursue any other right or remedy available to it.
	2. **Right to Offset.** District shall be entitled to offset against any sums due Contractor, any expenses, costs or damages incurred by District as a result of Contractor’s nonconforming performance or failure to perform the Contract.
	3. **Non-exclusive Remedies.** The rights and the remedies of the parties under the Contract are not exclusive.
	4. **Force Majeure.** Except for payment of sums due, a party shall not be liable to the other or deemed in default under the Contract if and to the extent that such party's performance of the Contract is prevented by reason of Force Majeure. As used in the Contract, the term “Force Majeure”means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of God; acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fire, flood, lockouts; or failures or refusals to act by government authority. Force Majeure shall not include any of the following occurrences:
* Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
* Late performance by a subcontractor unless the delay arises out of a Force Majeure as defined in the Contract
* Inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If delayed in the progress of work by Force Majeure, the delayed party shall deliver written notice to the other party as soon as soon as practicable.

The notice shall specify the cause of the delay and estimate the time for performance. A delay or failure in performance by either party shall not constitute default or give rise to a claim for damages, to the extent that such delay or failure is caused by a Force Majeure.

**7. FEDERAL and STATE REQUIREMENTS**

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| --- |
| **7.1. Fingerprinting Requirements.** Contractor, including any employee of Contractor, a subcontractor and employee of a subcontractor, who is contracted to supply services on a regular basis (at least five (5) times during a month) at a District school shall at its own expense, obtain a valid fingerprint clearance card in accordance with A.R.S. §41-1758 and present it to District or school prior to commencement of services. An exception to this requirement may be made as authorized in Governing Board policy.**7.2. E-Verification.** Contractor agrees to comply and maintain compliance with FINA, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance of federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.**7.3. Registered Sex Offender Restriction.** Contractor agrees that no employee or agent of Contractor or a subcontractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. Contractor further agrees that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at District's discretion. |

**7.4 Non-Discrimination.** Contractor shall comply with all applicable state executive orders and federal and state laws, rules and regulations that protect persons from illegal discrimination on the basis of race, color, religion, national origin, sex, disability, and age.

**7.5. Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under the Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work/services 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.

**7.6. Terrorism Country Divestments.** In accordance with A.R.S. §35-392, District is prohibited from purchasing a company that is in violation of the Export Administration Act.

**7.7. Debarred.** The Offer or an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity will be rejected.

**8.** **INSURANCE AND SAFETY**

**8.1.** **Insurance.** Contractor shall procure and maintain until all of its obligations under the Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have workers compensation insurance unless except by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in the Solicitation.

**8.2. Insurance Coverage.** Unless other coverage’s or amounts are specified in the Special Requirements of Solicitation, Contractor shall provide coverage’s with limits of liability not less than the following:

Commercial General Liability – Liability arising out of activities performed by or on behalf of Contractor

General Aggregate $2,000,000

Products – Completed Operations Aggregate $1,000,000

Personal and Advertising Injury $1,000,000

Each Occurrence $1,000,000

The policy shall be endorsed to include the following specific language: "Mohave Valley Elementary School District 16 is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."

Automobile Liability – Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of the Contract

Combined Single Limit (CSL) $1,000,000

The policy shall be endorsed to include the following language: "Mohave Valley Elementary School District 16 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including automobiles owned, leased, hired or borrowed by Contractor."

Workers’ Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident $100,000

Disease -Each Employee $100,000

Disease -Policy Limit $500,000

Property Insurance

Contractors awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

**8.3.** **Additional Insurance Requirements.** The policies are to contain, or be endorsed to contain, the following provisions:

* Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
* Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**8.4. Safety.** Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property from damage, loss, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state and local government job safety requirements, including the Occupational Safety Health Act.

**9. LICENSES**

Contractor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. District reserves the right to stop work and/or cancel the contract of any Contractor whose license(s) expire, lapse, are suspended, or are terminated.

**10. PAYMENT**

**10.1. Contractor Invoice.** Contractor shall invoice District after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Bid number of the Solicitation. Taxes shall be listed separately from the item cost. Contractor shall send invoices to District’s Accounts Payable Department, 143 S. Alma School Road, Mesa, AZ 85201. All transactions are payable in U.S. currency only.

**10.2. Contractor Payment.** District shall issue payment to Contractor after receipt of invoice. Payment terms are net thirty (30) days from receipt of Contractor’s invoice.

**10.3.** **IRS W-9.** Contractor shall have a current I.R.S. W-9 Form on file with District to receive payment under the Contract.

**10.4. Correct Billing.** Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to District within the time allowed by law, in the form of a check or credit memo, as determined by District.

**10.5. Progress Payments.** District may make progress payments under the following conditions: 1) District and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) District accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with District’s local governing entity rules and any and all other applicable state rules and regulations.

**11. PRICE AND PRODUCT CHANGES**

**11.1. Current Products.** Contracts shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the Bid is submitted.

**11.2. Discontinued Products.** If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate.

District may require satisfactory evidence that the product has been discontinued, that the proposed alternate meets or exceeds the Contract specifications, and that the price of the proposed alternate is equal to or less than that of the discontinued product. District, in its sole discretion, may approve the request by issuing notice to the Contractor or a Contract amendment. Upon approval by District, Contractor shall make available electronic price lists/catalog updates at no additional cost to District.

**11.3.** **Price Adjustments.**

**11.3.1 Price Increases.** Prices shall be firm for the initial term of the Contract. Contractor may submit to the District Representative a fully documented request for a price increase not more than 90 days and not less than 60 days prior to the renewal date of the Contract. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process.

The District Representative shall determine whether the requested price increase or any other option is in the best interest of District. The District Representative may require satisfactory evidence that manufacturers, suppliers, or service providers to Contractor have imposed or announced cost increases that contribute directly and substantially to Contractor’s cost of doing business. A price increase, if approved, shall be effective upon the effective date of the Contract extension.

**11.3.2** **Price Decreases**. During the term of the Contract, Contractor shall offer to District an equivalent price reduction for any Contract product if Contractor publishes a price reduction for the Contract product for other customers of Contractor. District may accept a price reduction at its discretion.

1. **RELATIONSHIP OF PARTIES**
	1. **Independent Contractor.** Contractor is an independent contractor to District.
	2. **No Contractual Relationship with Subcontractor.** District shall have no contractual relationship with a subcontractor.

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

**13. RISK AND LIABILITY**

**13.1. Risk of Loss.** Contractor shall bear all loss of conforming material covered under the Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt of goods or services does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of receipt.

**13.2. General Indemnification.** Contractor shall indemnify, defend, save, and hold harmless District and its Governing Board members, employees, and agents (hereinafter referred to collectively as “District”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to collectively as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that District shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of District, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the Award of the Contract, Contractor agrees to waive all rights of subrogation against District for losses arising from the work performed by Contractor for District.

**13.3. Indemnification – Patent and Copyright.** To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by District of materials furnished or work performed under the Contract. District shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.

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

**14. SHIPPING/DELIVERY**

**14.1. Shipping Terms/Transfer of Title.** Shipments shall be F.O.B. Destination (District), Freight Prepaid and Allowed. Title and risk of loss shall not pass to District until District receives the products or materials at delivery point, unless otherwise provided in the Special Requirements of Solicitation, if any.

**14.2. Shipment Under Reservation.** Contractor shall not ship under reservation and no tender of a bill of lading shall operate as a tender of the products or materials.

**14.3. Shipping Charges.** District shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.

**14.4. Shipping Errors/Risk of Transportation.** Shipping errors will be at Contractor’s expense. If Contractor ships products or materials that were not ordered, Contractor shall pay for return shipment at the convenience of District. All risk of transportation and all related charges shall be Contractor’s responsibility. Contractor shall file all claims for visible or concealed damage. District will notify Contractor promptly of any damaged products and shall assist Contractor in arranging for inspection.

**15. TAXES**

**15.1. Payment of Taxes.** District is responsible for payment of all taxes listed on the invoice. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.

**15.2. Pre-tax Prices.** Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by District.

**15.3. Federal Excise Tax.** District is exempt from paying federal excise tax.

**15.4. Property Taxes.** District is exempt from state and county property taxes.

**15.5. State and Local Transaction Privilege (Sales) Taxes.** District is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from District does not relieve Contractor from its obligation to remit taxes to the proper revenue office.

* 1. **Tax and Withholding Indemnification.** Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Contractor or subcontractor. Contractor shall hold District harmless, and shall require its subcontractors to hold District harmless from any responsibility for taxes and contributions required under federal and/or state and local laws and regulations, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers’ Compensation.
1. **TERM OF CONTRACT AND EXTENSIONS**

**16.1. Contract Term.** The initial term of the Contract shall be one (1) calendar year from the effective date of Contract Award, unless otherwise specified in the Special Requirements of Solicitation.

**16.2. Contract Extension.** By mutual written agreement between District and Contractor, the Contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. District will determine whether it is in District’s best interests to agree to a Contract extension. The factors used to make this determination may include, without limitation, Contractor’s satisfactory performance of the Contract, the likelihood of continued satisfactory performance, including competitive prices for Contract products, materials and services, and the likelihood that District will need to purchase from the Contract. The Contract will expire unless renewed by issuance of written notice by District or a purchase order for the term of the extension.

**16.3. Month-to-Month Extension.** District may offer month-to-month extensions if that is determined to be in the best interests of District.

**17. WARRANTY/QUALITY GUARANTEES**

**17.1. Fitness.** Contractor warrants that all equipment, material and services supplied to District shall fully conform to all requirements of the Contract and all representations of Contractor, and shall be fit for all purposes and uses required by the Contract.

**17.2. Inspection.** Contractor’s warranties and certifications set forth in the Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by District.

**17.3. Quality.** Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for one (1) year after acceptance by District, the equipment, materials, and service shall be:

* Of a quality to pass without objection in the industry or trade normally associated with them;
* Fit for the intended purposes for which they are used;
* Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the Contract;
* Adequately contained, packaged and marked as the Contract may require; and
* In conformance with the written promises or affirmations of fact made by Contractor.
	1. **Compliance with Applicable Laws.** The equipment, materials, and services supplied under the Contract shall comply with all applicable federal, state, and local laws, and the Contract shall maintain all applicable licenses and permits.
	2. **Warranty Requirements.** Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the specifications of the Solicitation. Unless stated otherwise, all equipment shall carry a minimum 12-month manufacturer’s warranty, including parts and labor. Contractor agrees to help District reach resolution in a dispute with the manufacturer over warranty coverage. Any extended manufacturer’s warranty shall be passed on to District without exception. District reserves the right to cancel the Contract if Contractor charges District for a replacement part that Contractor received at no cost under a warranty.
	3. **No Liens.** Contractor warrants that the materials supplied under the Contract are free of liens.
	4. **Survival of Rights and Obligations.**
* Contractor’s Representations and Warranties. All representations and warranties made by Contractor under the Contract shall survive the expiration or termination of the Contract
* Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of the Contract, unless otherwise directed in writing by the District Representative.

# Special Requirements of Solicitation

The following special instructions, terms and conditions are in addition to the Uniform Instructions for Offers and General Terms and Conditions of Contract. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in the Special Requirements of Solicitation

**Subcontractors**

Each bidder shall submit with the bid, in a separate, sealed envelope, a complete list of all subcontractors the bidder proposes to use, if applicable. Failure to submit a subcontractor's list may constitute sufficient grounds on which to reject the bid.

It is the responsibility of the bidder to insure Mohave Valley Elementary School District 16 that all subcontractors hold a valid commercial license and are bonded through the State of Arizona Registrar of Contractors. Only subcontractors who are properly licensed and bonded for performance and labor and materials payment for this work shall be retained by the contractor. **The bidder shall supply proof of certification, as stated in this Request for Proposal, for any subcontractors they may retain**. This shall be a minimum requirement in evaluating the acceptability of a subcontractor. The Mohave Valley Elementary School District 16 reserves the right to reject proposed subcontractors. All subcontractors must be approved by the school district prior to start of work.

**It is the responsibility of the bidder to ascertain that all subcontractors are properly insured prior to commencing work on Mohave Valley Elementary School District 16 property.**

Mohave Valley Elementary School District 16 will open the subcontractor envelope which accompanies the bid response from the apparent successful low bidder. Verification that the subcontractors are properly licensed through the State of Arizona will be done prior to making a recommendation to the governing board.

If a subcontractor fails to fulfill the responsibilities as set forth by the general contractor, the general contractor will then be allowed up to, and including, five (5) calendar days to replace the vacancy resulting from the non-responsive subcontractor. This vacancy is to be filled by another subcontractor who is properly insured and licensed and bonded by the State of Arizona Registrar of Contractors. It is the responsibility of the general contractor to advise the District that a subcontractor has been replaced by another qualifying subcontractor.

**Price Increase (Unforeseen)**

Contractor may submit to the District Representative a fully documented request for an emergency price increase only after the Contract has been in effect for 120 days. District, in its sole discretion, shall determine whether it is in District’s best interest to grant the request, or continue the Contract to the end of its current term. If the request is granted, the price increase shall take effect thirty (30) days after the District Representative delivers notice to Contractor.

The requested increase shall be limited to a documented cost increase to Contractor that was clearly unpredictable at the time of the Contract award and would impose substantial economic hardship on Contractor. The District Representative may require satisfactory evidence, including a formal announcement and/or published price lists, that a manufacturer or supplier to Contractor has announced a cost increase that contributes directly to Contractor’s request for a price increase and would cause substantial economic hardship for Contractor.

**Evaluation Factors for Proposals**

District will assess each Proposal using the evaluation criteria listed below in their relative order of importance:

* + 1. Cost for Services Based on Scope of Services Outlined In RFP – 75pts
		2. Staff Qualifications and Equipment List: The Offeror’s experience in performing comparable projects with appropriate staffing and timely completion of goals. – 50pts
		3. Ability: The Offeror’s ability and readiness to fully perform according to the scope of work and other requirements of the Solicitation. – 50pts
		4. Method of Approach: The Offeror’s plan for meeting the District’s Scope of Work as defined in this RFP. – 50pts
		5. References: Offer must list 3 references with knowledge the Offeror’s experience with projects with a similar nature to the Scope of Work listed in this RFP. – 25pts

**Total Points Possible - 250**

**Scope of Work**

**Purpose**

The purpose of this RFP is to secure a contract with a vendor to provide groundskeeping services to Mohave Valley Elementary School District 16. There are five (5) different locations within in the district requiring groundskeeping services. The successful bidder will be responsible for providing labor, equipment, and material relating to the maintenance of trees, shrubs, irrigation piping, valves, controls, grass cutting, pre-emergent and post emergent applications of herbicides, field maintenance, weeding, ferterlizing, seeding all necessary accessories at the various locations listed below.

**The Vendor will provide all labor, equipment, materials, chemicals, supplies, and disposal bins.**

**Property Locations:**

Mohave Valley Elementary School District 16, District Office - Property #1

 8450 S. Olive Ave., Mohave Valley, AZ 86440

Mohave Valley Elementary School (vacant school) – Property #2

 1419 Willow Dr., Mohave Valley, AZ 86440

Mohave Valley Jr. High School – Property #3

 6565 Gerard, Mohave Valley, AZ 86440

Fort Mojave Elementary School - Property #4

 1760 Joy Lane, Fort Mohave, AZ 86426

Camp Mohave Elementary School - Property #5

 1797 La Entrada, Fort Mohave, AZ 86426

**Scheduling:**

The Vendor, in conjunction with the District Representative, will develop a **regular maintenance schedule** for each property.

This schedule will define the days of the week that the Groundskeeping crew is at each property and the hours per day the crews are on the property. **The schedule is expected to be followed daily.** *Any changes to the regular maintenance schedule must be approved in advance by the District Representative.*

The Vendor, in conjunction with the District Reprehensive will develop a schedule for weed abatement, fertilizing, and seeding that avoids contact and conflict with student. *Please see EXHIBIT A regarding pesticide application, according to Arizona School Board Association, E-0261.*

**Staffing**

The minimum staffing requirement for this contract is as follows:

 One Account Manager

 One Maintenance Work Team of three workers consisting of

* One Crew Leader
* Two Laborers

**Account Manager:** The Account Manager must have a minimum of five (5) years supervisory experience. The Account Manager shall staff the Work Teams daily, and visit each site weekly to identify the areas of each property that need attention. The Account Manager will then direct the Crew Leader of the Maintenance Work team to perform the tasks necessary to keep the District properties in good order. During each site visit, the Account Manager will prioritize the needs of the property to determine the maintenance functions to be preformed according to existing conditions. The Account manager will verify that any work orders issued by the District have been completed to the District’s standards. The Account Manager must provide the District with a 24 hour on-call telephone number for emergencies.

**Work Order Process:** The Crew Leader will have an interoffice mail box assigned to him where work orders and concerns can be left. Upon completing a work order or addressing any concerns the Crew Leader should contact the District Representative or leave written acknowledgement with the property’s School Secretary to forward to the District Representative.

**Crew Leader Sign-in/out:** The Crew Leader is required to check-in upon arrival with the District Representative. If the District Representative is not available the Crew Leader should let the School Secretary know the crew is on campus. At this time the Crew Leader should check their interoffice mail box. Upon completion of the work crew duties the Crew Leader should once again check-in with the District Representative letting them know the crew has completed their work and are leaving the campus. If the Crew Leader has any concerns he can express them to the Representative before leaving. If the Representative is not available the Crew Leader can let the School Secretary know the crew is leaving the campus.

**Groundskeeping Maintenance:**

The Mohave Valley Elementary School District 16 maintains a high standard for the care and appearance of the landscaping, turf and plants located on each of its properties. This scope of work and outlined maintenance and staffing requirements is meant to provide the contractor with an overall view of the groundskeeping needs of the district.

The work under this section shall consist of the care of all turf, trees, palms, shrubs, and cacti; keeping an orderly condition; keeping all areas free of weeds, grasses and debris. Furnishing and applying sprays and dust to combat weeds, disease, insects and other pests; pruning as required; applying all irrigation water, adjusting repairing, maintaining and operating the irrigation system.

1. **Mowing:** Weekly or as required throughout the growing season. Lawns shall be mowed at a height of between 2” and 3”. The Vendor shall adjust lawn mowing height if requested by the District Representative. **Trash and debris, if present shall be removed and disposed of prior to mowing.** Vendor shall move any outdoor equipment, trash containers, picnic tables or any other items before mowing and return all items to original locations on competition of mowing. Manicure all edges. Edge all lawn areas bordering curbs and walks bi-monthly during summer growing season and as needed during other seasons.
2. **Grass Clippings:**  The Vendor shall be responsible for removing grass clippings from sidewalks, parking areas, planted areas, barked, mulched, or rocked areas. All grass clipping debris will be disposed in a Vendor provided dumpster or hauled away by the Vendor.
3. **Reseeding/Over Seeding and Repair:** Reseeding of bare spots may be necessary from time to time on all regular areas and athletic turf areas. Where and when bare patches occur, the Vendor shall be responsible to provide the needed repairs and reseeding. Over seeding shall be completed **twice annually** at a time to be determined by the Vendor and District Representative. This work will include all school and athletic turf areas.
4. **Fertilization and Weed Control:** Fertilize all lawn areas with a complete lawn fertilizer as required to promote healthy growth. A slow release fertilizer should be used every six (6) months. Threes should be fertilized at least once per year.Minor plant nutrition deficiencies for plants located within the boundaries of the properties shall be corrected by the Vendor as required. Apply pre-emergent herbicide to control weed growth in the spring and as needed throughout the year. (Please refer to Exhibit A). Any wild, unplanned tree sprouts or bushes should be removed and disposed of.
5. **Care/protection of existing flowerbeds and shrubs:** The Vendor shall be responsible for the care and protection of existing flowerbeds and shrubs. Such care and protection shall include, but not be limited to, removal of trash, debris, controlling weeds, trimming and edging flowerbeds as needed. All shrubs shall be esthetically trimmed to keep all walkways and window views clear. At the direction of a District Representative dead shrubs should be removed and replaced. Shrubs removed shall be disposed of by the Vendor in a Vendor provided dumpster or hauled off by the Vendor.
6. **Trees:** All trees shall be kept trimmed to allow for a minimum seven (7) foot head clearance. Existing staking, guying or other supports for trees shall be maintained as necessary. All frost die back or dead limbs shall be removed prior to summer growing season. At the District Representative direction any dead trees should be removed and replaced. The Vendor shall properly dispose of all debris generated by trimming/pruning. Debris will be disposed of in a Vendor provided dumpster or hauled off.
7. **Granite, River Rock, Planter and Inert Area Maintenance:** The Vendor shall rake or blow all landscaped areas as required to keep a well-groomed appearance. *No blowing of any areas when students are present.* All inert planting areas with decorative rock coverage are to be maintained on a monthly basis. Drainage rock areas shall be blown out by the Vendor to remove leaf and debris buildup as required maintaining a well-groomed appearance. The Vendor is responsible for application of any pre and post emergent herbicides as required to control weed growth. Rack all decomposed granite areas, as required. All planted areas shall be cleaned of trash (paper, bottles, extraneous materials), as required to keep a well-groomed appearance. Sidewalks, walkways and driveways shall be cleaned of dirt and debris created by work performance by the Vendor.
8. **Open Growth Areas:** Open growth areas are to be maintained on a semi-annual basis and maintained as natural growth. Vendor shall remove trash, debris and other miscellaneous unsightly items from these areas.
9. **Storm Damage – Emergency and Non-Emergency:** The Vendor will respond to emergency storm damage within four (4) hours after end of storm. Emergency storm damage work must be authorized by the District Representative before any work begins. Non-emergency storm damage will be performed as soon as possible after the storm is over.
10. **Palm Tree Trimming: (***Only on property #3 and #4)* Trim all dead fronds to keep the palm visually appealing. Remove all weeds and grass from the base. Fertilize as needed.
11. **Oleanders:** *(Only at property #4) Keep* pruned to fence height. Keep underbrush cleaned out and free of fallen leafs and other trash, and debris.
12. **Playgrounds:**  All playgrounds are to be kept free of weeds and debris. All pea gravel is to be raked back into fall zones. All playground fall zones are to be raked monthly. All playground pea gravel areas are to be maintained at a twelve (12) inch depth. *At property #5* the outdoor basketball court should be blown off regular and any rocks removed as needed to promote a safe playing area. No blowers are to be used when students present.
13. **Use of Blowers in the District:** All sites shall be blown as needed to remove debris from parking areas, sidewalks, and walkway.
	1. **Restricted Time of Use:** Use of blowers must be completed prior to the start of school. No blowers may be used when students are present.
	2. Blowing shall be directed away from all building.
	3. Vendor shall be conscious of the direction they are blowing dust and debris as to avoid blowing into neighboring residential areas.
14. **Irrigation System:** *The District will ensure the system is functional at the star of the contract, but maintenance during the contract shall b e the responsibility of the Vendor.* The Vendor shall inspect all irrigation systems at period intervals of at least twice a month to endure that all irrigation valves, timing devices, lines and heads/bubblers are operating properly, proper pressures are being achieved and there are no active leaks. Irrigation timers shall be set and programmed for seasonal water requirements after consulting with the District Representative. Any areas that do not have irrigation timers, but can be watered manually, must be maintained by the Vendor to ensure proper irrigation.
15. **Supplemental Work:** Groundskeeping services that are not a part of the regular maintenance contract will be requested as needed by the District. All supplemental work requires a District approved proposal from the Vendor. All supplemental work must be scheduled with the District prior to the start of any work. There will be a separate section on the Proposal Cost Form for dragging and chalking the athletic fields.
16. **Special Scope for Property #2:** This is a vacant property and does not require the same diligence and upkeep as other District properties. Upkeep for this property is outlined below:
	1. Curb appeal for this property is important. The northeast0 corner (corner of Olive and Commercial) shall be maintained with the same requirements stated above for mowing, fertilizing, weeding, seeding, trimming, and overall upkeep.
	2. The shrubs and plant beds in front of the Administration Office on 1419 Willow should be trimmed and cleaned once a month. The parking area in front of the Administration should be blown to remove dirt and debris once a month **if need**.
	3. The shrubs and plant beds inside the fence that surround the Administration Office should also be trimmed and cleaned once a month.
	4. The only grass inside the fenced area to be maintained is the small square of grass behind the Administration Office. All other grass should be allowed to become dormant by not watering it.
	5. A sweep of the whole campus should be done monthly to address any trash or weeds.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Bid Requirements & Timeline**

Five (5) copies of completed Solicitation, (1 original and 4 copies) must be submitted. The Mohave Valley Elementary School District 16 will not assume responsibility for any costs related to the preparation or submission of the bid. In order for your bid to be considered, the following should be included and should be referenced with ***sectioned tab*s:**

Pricing Pages (Spreadsheets, pricing pages, pamphlets etc)

Section 1

* 1. Acknowledgement and Acceptance of Terms and Conditions of Solicitation
	2. Request for Confidentiality of Proprietary Information, if needed
	3. Proposal Cost Form
	4. Qualifications and Experience
	5. Method Of Approach
	6. Offer and Acceptance Form
	7. Non-collusion Affidavit
	8. W-9 Form
	9. Certificate of Insurance
	10. A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the proposal are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.
	11. The form of contract for any award made as a result of this proposal will be a district purchase order (issued annually), referencing this proposal, which shall be considered a part of the contract. The amount will be based upon the fees shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposal contract must be included with the proposal.

# Solicitation Timeline

# Notice of RFP issued ………………………………… May 21, 2018

# Pre-Proposal Meeting………………………………… May 30, 2018 @ 8:00 AM, MST

# Proposal Due Date …………………………………… June 4, 2018 @ 2:00 PM, MST

# Evaluation of Proposals ……………………………… June 11, 2018

#  Date Subject to change

# Proposal Interviews/Best and Final………………….. June 13, 2018

#  Date Subject to change

# Final Approval by Governing Board ………………… June 26, 2018

#  Date Subject to Change

**Acknowledgement and Acceptance of**

 **Terms and Conditions of the Solicitation**

*Explanatory Note: The purpose of this form is to confirm the Bidder’s or Offeror’s acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested in the form or that have been requested and approved prior to submission of the Offer. All exceptions or modifications to the Solicitation, regardless of whether the District approved such items prior to submission of the Offer, must be clearly set forth in this form.*

The Offeror, by the undersigned representative, acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below or in the additional pages attached hereto. As used in this form, “terms and conditions of Solicitation” means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of Solicitation (if any), Specifications/Scope of Work, and Solicitation Addendums (if any).

Addendum Acknowledgement: I/We have received and consider addenda #­­­\_\_\_\_\_\_\_\_\_through

addendum #\_\_\_\_\_\_\_\_\_

Check one of the following responses to the terms and conditions in the Solicitation, including the:

☐ The Offeror takes **no** exceptions or modifications to the terms and conditions of the Solicitation.

 *(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ The Offer requests the exceptions or modifications set forth below and attached hereto to the terms and conditions of the Solicitation:

 *(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to. Unacceptable exceptions shall remove your proposal from consideration for award. Mohave Valley Elementary School District 16 shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)*

Signature of Representative Printed Name

of Bidder or Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Request for Confidentiality of Proprietary Information**

*Explanatory Note: The purpose of this form is to request that the District treat as confidential specific information in the Offer that the Offeror or Bidder believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the page or pages of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this form. Additional pages may be attached to the form. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.*

The Offeror, by the undersigned representative, requests that the specific information, described below and identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public. *(List specific pages.)*

*(Note: Mark with “N/A” for each section, if not applicable. – Sign and Date this form.)*

1. Description of specific information that is the subject of the request.
2. The reason or reasons why the information should be treated as confidential.

Signature of Representative Printed Name

of Bidder or Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROPOSAL COST FORM**

Monthly fee for performance of services as outlined in RFP $­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Miscellaneous Additional Services not outlined in RFP**

Hourly Rates:

Acct Manager $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Crew Leader $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Laborer $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Hourly Rates:

Acct Manager $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Crew Leader $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Laborer $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Additional Services for Sports Fields** *not outlined in RFP*

Chalking (chalk provided) $\_\_\_\_\_\_\_\_\_\_\_\_

Dragging $\_\_\_\_\_\_\_\_\_\_\_\_

**Additional Services for Tree Trimming of Trees Taller Than Fifteen (15) Feet High**

Hourly Rates: $\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Firm Signature of Offeror Date

**Staff Qualifications**

Account Manager:

Years of experience \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brief Bio \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Crew Leader:

Years of experience \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brief Bio \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Laborer 1:

Years of experience \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brief Bio \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Laborer 2:

Years of experience \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brief Bio \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Offerors years experience with like projects: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Equipment List**

Please provide a list of equipment available and needed to complete groundskeeping services as outlined in the Scope of Work in this RFP.

**Method Of Approach**

Please type a detailed explanation of your method of approach to complete the Groundskeeping services as outlined in the Scope of Work in this RFP.

**NON-COLLUSION AFFIDAVIT**

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

 ) ss.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, affiant,

 (Print Name of Person Authorized to Sign Offer)

the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Title)

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

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

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

 (Signature of Person Authorized to Sign Offer)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Title)

Subscribed and sworn to before me

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

Signature of Notary Public in and for the 

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

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

**OFFER AND ACCEPTANCE FORM**

This Offer and Acceptance form must be submitted with a signature by the representative authorized to sign the Offer on behalf of the Offeror. The representative must initial any erasures, interlineations or other modifications in the Offer. Failure to sign this Offer and Acceptance form, or to initial any erasures, interlineations or other modifications as indicated, may result in rejection of the Offer.

To Mohave Valley Elementary School District 16:

The Offeror, by its undersigned representative, hereby submits its Offer to SY19-Groundskeeping certifies its understanding and compliance with the requirements in the Solicitation, and agrees to furnish materials and services in compliance with all terms, conditions, and specifications of the Solicitation, subject only to any written exceptions stated in the Offer and accepted by the District.

Signature of Printed Name

Representative of Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative Contact Info

Cell No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Offeror Name | Fed. ID. No. |
|  |  |
| Mail Address | AZ Transaction Privilege (Sales) Tax License No. |
|  |  |
| City, State & Zip Code | Telephone No. |
|  |  |
| Email | Fax No. |
|  |  |

**Acceptance of Offer and Award of Contract**

**The Offer Is hereby accepted. Contractor is now bound to sell the materials and/or services offered to and accepted by District in accordance with SY19-Groundskeeping including all terms, conditions, specifications, and addenda. Contractor must not commence any billable work or provide any materials or services under this Contract unless and until Contractor receives a Purchase Order issued by the District.**

**This Contract shall be referred to as Contract Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**Awarded this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_.**

**Mohave Valley Elementary School District 16**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NO PROPOSAL RESPONSE FORM**

Professional Groundskeeping Services

If you do not wish to submit a proposal on this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason for your decision and return this page. This form may be returned to the address listed below, emailed to poppinm@mvdistrict.net or faxed to 928-768-2510.

\_\_\_\_\_\_\_\_\_\_ I am submitting a “No Proposal” at this time. Please keep my name on the District’s Vendor List.

\_\_\_\_\_\_\_\_\_\_ I do not provide services of this nature. Please remove my name from this category.

\_\_\_\_\_\_\_\_\_\_ I no longer wish to be on the District’s Vendor List. Please remove me from that list.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm Signature Date

