



## Uniform Instructions to Offerors



### ***Casa Grande Union High School District #82*** **NOTICE OF REQUEST FOR PROPOSAL**

#### **Athletic Trainer Services** **RFP #82-2-3-23**

**Solicitation Due Date:** March 30, 2023

**Time:** 2:00 P.M. Arizona Time

**Submittal/Opening Location:**

Casa Grande Union High School District Office  
Purchasing Department  
1362 N. Casa Grande Ave.  
Casa Grande, Arizona 85122

**Deadline for Questions:** March 2, 2023

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, Proposals for the material or services specified will be received by Casa Grande Union High School District (the District), at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office, please call (520) 316-3360.**

Proposals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Proposals shall not be considered. The official time will be determined by the clock designated by the school district. Proposals must be submitted in a sealed envelope with the solicitation number and Offerors name and address clearly indicated on the envelope. All Proposals must be written legibly in ink or typewritten. Additional instructions for preparing a Proposal are provided herein.

**One (1) Original and four (4) copies of your response in addition to one (1) electronic copy in the form of a USB Flash Drive are requested by the District.**

Please read the enclosed requirements and specifications as Casa Grande Union High School District reserves the right to accept or reject any or all proposals, waive minor informalities, cancel or re-bid and accept any contract deemed to be in their best interest. The submission of a proposal will indicate that the vendor is accepting of all terms and conditions and can meet the specifications and requirements stated in this solicitation document.

This request for proposal document originated on the AZPurchasing.org website. If the Offeror obtained this document from any other source, whether a copy from Casa Grande Union High School District Purchasing site, or from a third-party bid outsourcing firm, the District strongly recommends the Offeror register for free at <http://www.azpurchasing.org>. Navigate to the Current Bids page and download the main bid document, including any attachments or addendums. When the main bid document is downloaded from AZPurchasing.org the Offeror will automatically be added to future proposal alert emails for this solicitation, provided the Offeror has made the proper designation when registering. Failure



## Uniform Instructions to Offerors

to adhere to this recommendation could put a proposal at risk of being rejected as not all necessary addendums and attachments may be passed along for completion.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL AND SEEK CLARIFICATION OF ANY ITEM THAT MAY NOT BE CLEAR.

Contact: Kaycee Debold

Phone Number: (520) 316-3360 x1105

Title: Buyer

Fax Number: (520) 316-3352

Email: kjdebold@cguhsd.org

Date: 08 February 2023

<u>Section</u>	<u>Page</u>
Uniform Instructions to Offerors .....	3
Uniform General Terms and Conditions .....	9
Special Terms and Conditions .....	20
Scope of Work / Specifications .....	30
Proposal Submittal Format .....	32
Electronic Copy Submittal Format .....	34
Proposal Cost Sheet .....	35
List of Subcontractors .....	37
References .....	38
Performance Evaluation Survey .....	39
Proposal Offer and Acceptance Form .....	40
Statement of No Bid .....	42
Deviations and Exceptions Form .....	43
Confidential / Proprietary Submittals Form .....	44
Additional Materials Submitted Form .....	45
Amendment Acknowledgement and Non-Collusion Affidavit .....	46
Gifts Law Acknowledgement Form .....	47
Vendor Registration Application .....	48
W-9 .....	49
Certificate of Insurance .....	50
Submittal Checklist .....	51
Address Label .....	52
Amendments .....	53

### 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: <https://www.azleg.gov/arstitle>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at: [https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2Art10%2BArt11%20Procurement%20Effective%207-1-14\\_0.pdf](https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf)

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

## Uniform Instructions to Offerors

### 1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Proposal.
- B. **“Contract Amendment”** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
- C. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- D. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- E. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- F. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- G. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

### 2. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Proposal and not be opened until after the Proposal due date and time.

## Uniform Instructions to Offerors

- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- G. Pre-Proposal Conference or Walkthrough. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3. Proposal Preparation

- A. Forms. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink, Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Proposal.

## Uniform Instructions to Offerors

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

#### 4. Submission of Proposal

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the RFP. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designed in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.

## Uniform Instructions to Offerors

- D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District/Public Entity. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District/Public Entity pursuant to R7-2-1006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
  2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
  3. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
  4. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

### 5. Additional Proposal Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

## Uniform Instructions to Offerors

- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- 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 this solicitation, the School District/Public Entity reserves the right to:
  - 1. Waive any minor informality;
  - 2. Reject any and all Proposals 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, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.
- B. Contract Commencement. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the District/Public Entity with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Proposal and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final Acceptance. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

### 7. Protests

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

A. A protest shall include:

- 1. The name, addresses, and telephone number of the interested party
  - 2. The signature of the interested party or the interested party's representative;
  - 3. Identification of the purchasing agency and the Solicitation or Contract number;
  - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
  - 5. The form of relief requested.
- B. The interested party shall supply promptly any other information requested the District representative.



## Uniform Instructions to Offerors

- C. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- D. In cases other than those covered in section B of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
- E. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

### 8. Third-Party Bid Outsourcing Firms

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## Uniform General Terms and Conditions

### 1. Contract Interpretation

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

### 2. Contract Administration and Operation

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

the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

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

### 3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
  - 1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
  - 2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District/Public Entity. <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

### 4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the

## Uniform General Terms, Special Terms and Conditions

Contractor are violations or the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

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

### 5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the fullest extent permitted by A.R.S. §41-621 and §35-154 and the law, the School District/Public Entity, its employees, officers, and agents shall be defended, indemnified and held harmless by the Contractor from and against all losses, damages, claims, liabilities, actions, judgments, awards, penalties, fines costs or expenses, including attorney fees and costs, arising out of or related to Contractor's performance of the Contract, the School District/Public Entity's vicarious liability as result of entering into this Contract, Contractor's negligence and/or Contract breaches or arising out of or resulting from the unauthorized disclosure of information kept, gathered or generated by Contractor associated with the Contract. Nothing in this provision shall require the Contractor to indemnify the School District/Public Entity for its own negligence.
  - 1. Contractor's duty to defend, indemnify and hold harmless the School District/Public Entity shall not be limited by the amount of available insurance, the value of the Contractor or any other provision seeking to limit the amount of such a duty, this provision taking express precedence over any such attempt to limit the Contractor's duty to defend, indemnify and hold harmless.
- C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the School District/public entity against any liability, including costs and expenses, for licensing compliance, infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
  - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  - 2. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
  - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

## 6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials or services are used.
  3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
  6. All software provided by the Contractor is properly licensed and that such licenses are transferred to the School District.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District/Public Entity.

## Uniform General Terms, Special Terms and Conditions

- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
  - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. §12-510, except as provided in A.R.S. §12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

### 7. School District/Public Entity's Contractual Remedies

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

District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

## 8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. §38-511 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, or to maintain the confidentiality of information within the Contractor's control or possession. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
  2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.
  3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.



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.

## 9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and AAC R7-2-1155 through R7-2-1181 and rules adopted there under.

## 10. Gift Policy

The Casa Grande Union High School District will accept no gifts, gratuities or advertising products from Offerors. The District has adopted a zero tolerance policy concerning Offeror gifts. The District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

## 11. Integrity of Proposal

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

## 12. Offshore Performance

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

## 13. Contractor's Employment Eligibility

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

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

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

## 14. Terrorism Country Divestments

In accordance with A.R.S. §35-392, Casa Grande Union High School District is prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into a contract, a vendor/contractor warrants compliance with the Export Administration Act.



## 15. Boycott of Israel

Per A.R.S. §35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.

## 16. FERPA

Contractor shall fully comply with the Family Educational Rights and Privacy Act (FERPA) 20 U.S. C. Sec. 1232g and 34 CFR Part 99; the Children's Online Privacy Protection Rule (COPPA) 16 CFR Part 132, the Richard B. Russell National School Lunch Act (NSLA) 42 USC Sec. 1751; the Health Insurance Portability and Accountability Act (HIPPA); the Privacy Act of 1974; and all other federal and state statutes and regulations regarding the security of information provided to or gathered by Contractor.

## 17. Federal Requirements

When the District seeks to procure goods and services under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR)**. Vendor shall comply, when working on any federally assisted projects with the following:

### A. Program Regulations

Contractor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contractor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250.

Contractor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contractor's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements.

### B. Buy American Provision

Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The CONTRACTOR shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. The provision applies to all food purchases paid from the nonprofit school food service account. There are limited exceptions to this provision, however before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

The District has preference for domestic end products for supplies acquired for the use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Exceptions to the Buy American provision should be used as a last resort; exceptions include: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities or of a satisfactory quality, or (2) costs of a U.S. product are significantly higher than the non-domestic product.

To be considered for the alternative or exception to the Buy American provision, the request must be submitted in writing to a designated official, SFA Food Service Director or Buyer, a minimum of 7 days prior to delivery date. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications,

with price and (2) the reason for exception, with limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product.

### C. Affordable Care Act

The contractor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The CONTRACTOR shall bear sole responsibility for providing health care benefits for its employees who provide services to the School Food Authority as required by State or Federal law.

### D. Small Businesses, Minority-Owned Firms, and Women's Business Enterprises

In accordance with OMB Circular A-110, the District shall make a positive effort to utilize small businesses, minority-owned firms, and women's business enterprises (SMWBE), whenever possible.

### E. Disclosure of Lobbying Activities

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, Contractor must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100.

### F. Certification Regarding Lobbying

Pursuant to 31 USC 1352, Contractor must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. By signing the Offer & Acceptance form, Contractor shall certify that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.

### G. Civil Rights Compliance

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

**H. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation**

Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The SFA will report all violations to the ADE and to the USEPA Assistant Administrator for Enforcement.

**I. Contract Work Hours and Safety Standard Act**

Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$2,500)

**J. Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By signing the Bid & Acceptance form, Contractor shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. Contractor shall comply with regulations implementing Office of Management and Budget Guidance in Non-Procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities.

**K. Energy Policy and Conservation Act**

Contractor shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871.)

**L. Equal Employment Opportunity**

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

**M. Record Keeping**

The books, documents, papers and records of Contractor pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by duly authorized representatives of the District, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place.

The SFA shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolutions (A.R.S. §35-214). 7CFR§210.23 and 2 CFR part 200.318(i).

**N. Invoicing**

Contractor fully discloses all discounts, rebates, allowances and incentives received by Contractor from its suppliers. If Contractor receives a discount, rebate, allowance, or incentive from any supplier, Contractor must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually

identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).

No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in Contractor receiving payments in excess of the Contractor's actual, net allowable costs. 7CFR§210.21 (f)(2)

### O. Termination Clause

The contract may be terminated for cause and for convenience by the SFA. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)

### 18. **E-Verify Requirement**

The Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. 23-214, Subsection A. That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

### 19. **Fingerprint Clearance Cards**

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

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

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

### 20. **Registered Sex Offender Notification Restriction**

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

### 21. **Clarifications**

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

### 22. **Confidential/Proprietary Information**

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

appears on the **CONFIDENTIAL/PROPRIETARY SUBMITTALS Form**. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Offeror in writing of such determination. **The District will only review the specific areas listed on the CONFIDENTIAL/PROPRIETARY SUBMITTALS Form and will not review the entire proposal for confidential information indicators.**

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

Public record: All Proposals submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official at Casa Grande Union High School District by appointment.

## Special Terms and Conditions

### 1. District Representative

In accordance with A.A.C. R7-2-1042(A.1.s), and the "Uniform Instructions To Offerors", the District Representative is Gina Salazar, Business Director.

### 2. Sufficient Funds

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

### 3. Purpose

Pursuant to provisions of the School District Procurement Rules, Casa Grande Union High School District, hereafter referred to as the District, seeks to enter into a contract with a vendor(s) to provide two-four (2-4) total Certified Athletic Trainers to schools within the Casa Grande Union High School District. Each of the two-four (2-4) FTE Certified Athletic Trainers will provide treatment and care for student-athletes at practices and competitions at two (2) high schools within the District.

### 4. Proposal Format

One (1) original and four (4) copies and one (1) electronic copy in the form of a USB Flash Drive of the proposal shall be submitted on the forms and in the format as contained in the RFP. All proposals including copies shall contain all descriptive literature, specifications, samples (if requested), references, etc.

### 5. Discussions

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the District reserves the option to conduct discussions with those Offerors who submit proposals determined by the District to be reasonably susceptible of being selected for award.

### 6. Best and Final Offers

If discussions are conducted pursuant to R7-2-1047, the District may issue a written request for best and final offers. If Offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer.

### 7. Insurance

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of District. The form of any insurance policies and forms must be acceptable to District.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of District, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects District, and any insurance or self-insurance maintained by District shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the District's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to District under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and District, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. Proof of Insurance must be supplied within 10 working days of award. Any questions about your insurance coverage or how to obtain insurance coverage should be directed to the Arizona Department of Insurance.

District reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. District shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of District's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name District, its agents, representatives, officers, directors, officials and employees as Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against District, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

**Commercial General Liability:** Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**Automobile Liability:** Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.



**Workers' Compensation:** Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against District and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

**Certificates of Insurance.** Prior to commencing work or services under this Contract, Contractor shall furnish the District with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the District, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to District fifteen (15) days prior to the expiration date.

**Cancellation and Expiration Notice.** Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the District.

## **8. Key Personnel**

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

*The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.*

If key personnel are not available for work under this contract, for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

## **9. Affordable Care Act**

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

## **10. Billing**

Payment will be made after submission of proper invoices received by the Accounts Payable Department, 1362 N Casa Grande, Ave Casa Grande, AZ 85122. Invoices should be submitted referencing purchase order number, the site, address, and the type of service rendered/supplies purchased. Payment of any invoice shall not preclude the District from making claim for adjustment on any product or service found not to have been in accordance with Terms and Conditions or specifications listed within this bid document.



## 11. Lobbying

Offerors are hereby advised that lobbying is not permitted with any District personnel or Board Members related to or involved with this RFP until the administration's recommendation for award has been posted in the District's Board minutes. All oral or written inquiries must be directed through the Purchasing Department.

Lobby is defined as "any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities." Any Offeror or any individuals that lobby on behalf of Offeror during the time specified will result in the rejection and disqualification of said offer.

## 12. Licenses

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.

## 13. 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.

Offeror will be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.

The Offeror, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by service operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials.

If the Offeror fails to clean up the work, the District may do so and the cost thereof shall be charged to the Offeror.

Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition

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

## 14. Fingerprint Requirements

The District anticipates that services under this contract will cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with A.R.S. 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school **shall** be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with A.R.S. subsection 41-4401, A.R.S. subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term.

Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have five (5) working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the District suspects or finds 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: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

*Fingerprint card(s) shall be required for this contract, please refer to section 19 under "Uniform General Terms and Conditions." The fingerprint clearance cards shall be received by the District's Office of Talent Management **before** an Athletic Trainer or Physician shall be permitted on school grounds or have any contact with students. Proof of fingerprint clearance shall be presented to the Office of Talent Management no later than July 1, 2023 for trainers who will begin work at the start of this contract.*

## **15. Terms of Contract**

It is the intent of the District to award a contract beginning upon award and continuing for one (1) year with an option to renew for four (4) additional years not to exceed sixty (60) months. However, no contract exists unless and until a purchase order is issued. It is expected that Governing Board approval for this contract will be made in **July 2020** however no date is guaranteed. This contract can be canceled with a written notification of sixty (60) days in advance of cancellation from either party.

## **16. Multi-Term Contract**

Per A.A.C. R7-2-1042(A.3.b) or R7-2-1024(B.1.i), it is the intent of the District to award a multi-term contract, beginning July 1, 2023 and continuing until June 30, 2024. 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 (4) one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

The contract may be terminated by either party prior to the expiration date upon sixty (60) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.

## **17. Multiple Award**

The District reserves the right to make a multiple award to more than one (1) Offeror as the Athletic Trainer Services needs of the District may exceed the number of subcontractors that one (1) firm can reasonably supply. The award will be limited to the least number of Offerors that the District determines is necessary to meet the needs of the District.

## **18. Proposal Opening**

Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each Offeror shall be read at this time. All Proposals and any modifications and other information received in response to the Request for Proposal shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.

## 19. Award Basis

The successful Offeror(s) will be determined by Evaluation Criteria including but not limited to pricing, proximity to the District, contract terms, or other factors therein. Award will not be made based on price alone. Please see the evaluation criteria outlined in this RFP.

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 shall be described fully and appended to the bid form provided and include the signature of the person signing the proposal. Such appendages shall be considered part of the Offeror's formal proposal. For the absence of any statements of deviation or exception, the bid shall be accepted as in strict compliance with all terms and conditions.

## 20. Evaluation

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

Representatives of the District will evaluate each proposal and score them from the most likely to the one least likely to meet the requirements as outlined in the RFP. Per A.A.C. R7-2-1042(A)(1)(q), 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.

During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels. Committee members will read, review and evaluate the proposals based on the evaluation criteria. A point formula system will be used to evaluate the offers. The District may call for interviews to clarify information received in the proposal. Firms may be asked to host a site visit and/or interview with the Selection Committee, they may also be asked to revise or modify their proposals following the receipt of other information. However, offering firms are cautioned that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.

All Proposals shall be open for public inspection after award of contract, except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data contained in the Proposal documents remain confidential in accordance with A.A.C. R7-2-1006, R7-2-1016, and R7-2-1042(A.1.u).

Per A.A.C. R7-2-1042(A)(1)(h) evaluation criteria are listed below in their relative order of importance.

## 21. Evaluation Matrix

Per A.A.C. R7-2-1042(A)(1)(h) evaluation criteria are listed below in their relative order of importance. The total number of points for the Technical Proposal is **1000**. The elements that will be evaluated and their relative weights are:

<b><u>Evaluation Criteria – Total Points Possible: 1000</u></b>	<b><u>Points</u></b>
<b>Section A – Method of Approach</b> The overall services offered and the ability of those services to support the goals and objectives of the District. The method or approach proposed to fulfill the Athletic Trainer and Physician needs of the District as outlined in the Scope of Work will be considered	<b>300</b>
<b>Section B – Qualifications / Experience &amp; Expertise</b> Organizational strength, stability, financial, and otherwise qualifications that enable the offering firm to provide the District with the requested services for the required period of time, provide appropriate staffing, necessary resources and show a history of demonstrated competence. Consideration of qualifications will include additional best value added services and expertise offered that exceeds the requirements. Previous experience and qualifications of individual Athletic Trainers and Physicians assigned to work with the District will also be considered.	<b>300</b>
<b>Section C – Cost</b> Cost of all proposed services over the up to five (5) year term of a resulting contract shall be considered.	<b>250</b>
<b>Section D – Performance Evaluations</b> Past performance in this District along with any other information obtained from Offeror's past and/or present clients shall be evaluated. A minimum of three (3) references shall be received by the District prior to RFP due date. See page 37-38.	<b>100</b>
<b>Section E – Responsiveness</b> The ability of the Offeror to follow instructions included in this solicitation and to provide all information at the time of proposal submittal. The ability of the Offeror to understand the Scope of Work, in meeting the requirements of the RFP and in accepting the terms and conditions of this solicitation that will become the governing document of this contract will be considered. The District's assessment of the Offeror's abilities to meet and satisfy the unique services needed for the next up to five (5) years.	<b>50</b>
<b>Total Points Earned Possible</b>	<b>1000</b>

## 22. 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. The following schedule is tentative and may change without notice.

During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels. Committee members will read, review and evaluate the proposals based on the evaluation criteria.

RFP Released	<b>February 9, 2023</b>
RFP Questions Due	<b>March 2, 2023 at 2:00 P.M. Arizona Time</b>
RFP Amendment Released (if necessary)	<b>March 16, 2023</b>
RFP Performance Evaluations Due	<b>March 23, 2023 at 2:00 P.M. Arizona Time</b>
RFP Due Date and Time	<b>March 30, 2023 at 10:00 A.M. Arizona Time</b>
RFP Evaluated	<b>March 31 – April 10, 2023</b>
RFP Interviews (if necessary)	<b>TBD</b>
RFP Best & Final (if necessary)	<b>TBD</b>
RFP Awarded	<b>April 2023</b>
Notice of Award Letters	<b>April 2023</b>

All questions regarding the scope of work for this RFP shall be directed to: Kaycee Debold in writing via email at [kjdebald@cguhsd.org](mailto:kjdebald@cguhsd.org) **AND** cc'd to Gina Salazar at [gsalazar@cguhsd.org](mailto:gsalazar@cguhsd.org) by March 2, 2023 at 4:00 P.M. Arizona Time.

Any changes to the RFP that result from questions and answers shall be made by formal written Amendment and posted to the AZPurchasing website.

## 23. Minimum

The volume of value of purchase under the resultant contract(s) is unknown. The District shall not be bound to purchase a minimum quantity during the contract period. The quantities listed are an estimated amount based upon past documented need and anticipated need for fiscal year 2023-2024. The District reserves the right to increase or decrease any estimated quantities.

## 24. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the rights to obtain like goods or services from other sources.

## 25. Offeror Responsibility

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

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

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

The successful Offeror must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Offerors responsibility to ensure continuation of service.

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

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

## **26. Acknowledgement of Amendments**

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror shall acknowledge receipt of all amendments by submitting a copy of the amendment with their proposal response OR signing the Amendment Acknowledgement Form on page 44 of the RFP.

## **27. Offeror Required Contract/Agreement**

If your firm will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Proposal. *Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria.*

## **28. Delivery of Services**

Services must be received within time agreed to by the District and the Offeror. The District shall make decisions as to compliance with contract services and time and their decision shall be final. *The personnel offered through this contract shall be present on their designated campuses and attend events per the specifications and instructions contained both herein, as directed by the District Athletic Department, and each individual campus.*

## **29. Local Representative**

Offeror **shall** have a LOCAL field representative available at all times during the contract period.

## **30. Authority**

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

### **31. Integrity of Offer**

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District, or per A.A.C. R7-2-1042(A.1.I) Offeror has not engaged in collusion or anti-competitive practices in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted Proposal or any resulting contract.

### **32. Price Clause**

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services proposed 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 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 offeror 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 Casa Grande Union High School District.

After initial contract term and prior to any contract renewal, the Casa Grande Union High School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel the contract.

### **33. Fuel Surcharges**

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Offeror and response by the District's Purchasing Division.

### **34. Deviations to Offer**

Any deviation from the general terms and conditions or exceptions taken shall be described fully on the Deviations and Exceptions Form. If additional pages are needed, detailed exceptions must be on the Offeror's letterhead and appended to the Deviations and Exceptions Form. Exceptions must be signed by the authorized representative of the company. Such appendages shall be considered part of the Offeror's formal Proposal. For the absence of any statements of deviation or exception, the Offer shall be accepted as in strict compliance with all terms and conditions.

### **35. Procurement Methods**

Any parts or repair services obtained under this Request for Proposal may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. Any percent discount offered must remain the same no matter what purchasing method the District uses.

### **36. FERPA**

Contractor shall fully comply with the Family Educational Rights and Privacy Act (FERPA) 20 U.S. C. Sec. 1232g and 34 CFR Part 99; the Children's Online Privacy Protection Rule (COPPA) 16 CFR Part 132, the Richard B. Russell National School Lunch Act (NSLA) 42 USC Sec. 1751; the Health Insurance Portability and Accountability Act (HIPPA); the Privacy Act of 1974; and all other federal and state statutes and regulations regarding the security of information provided to or gathered by Contractor.



## Scope of Work / Specifications

### 1. District Overview:

Casa Grande Union High School District (CGUHSD) is in the city of Casa Grande, which is the largest city of Pinal County in Arizona with approximately 58,630 residents (US Census 2021). CGUHSD is comprised of two (2) comprehensive high schools, one (1) non-traditional academy, and an additional academy opening at the beginning of the 2023-24 school year, servicing approximately 4,000 students. The District operates on a July 1 to June 30 fiscal year.

The District seeks to enter into a contract with a vendor(s) to provide two to four (2-4) Certified Athletic Trainers to schools within the Casa Grande Union High School District. The District seeks two to four (2-4) FTE Certified Athletic Trainers who will be assigned to cover practices and events at two (2) high schools within the district. Sports to be serviced include football, volleyball, cross country, girls' and boys' basketball, girls' and boys' soccer, wrestling, baseball, softball, girls' and boys' tennis, track and field, swim, golf, and potentially cheer, and marching band.

### 2. Scope of Services

#### A. Certifications and Licenses

Athletic Trainers shall be certified by the National Athletic Trainers Association Board of Certification and Licensed by the State of Arizona. Athletic Trainers shall obtain DPS fingerprint clearance cards in accordance with Arizona Revised Statute §15-512H before commencing any work. Trainers shall also possess certifications in Basic Life Support. Fingerprint clearance cards and certification(s) shall be procured at the contractor's expense. The District shall not reimburse contractor

Those trainers that are certified as teachers may be contracted by the District to teach Sports Medicine classes at the high schools; such arrangements shall be made separately from this proposal with hire and pay dependent upon District contract agreements.

#### B. Certified Athletic Trainers and Sports Medicine Coverage

At least one (1) certified athletic trainer (ATC) shall provide training services at each high school as assigned. Trainers shall be on duty for home athletic events the high schools and provide assistance at the high schools for practices when not attending athletic events. The awarded contractor should have a substitute ATC ready to fill in, in case one of the Head ATC's is out.

Subject to Governing Board award of a contract, the athletic trainers shall work from, on or around the last week in July 2023 (beginning of the athletic season) through the end of the school year/athletic season. An approximate work schedule shall be Monday through Friday afternoons and evenings, and Saturdays throughout the school year as needed. Sometimes the work schedule will change depending on several factors, so an exact work schedule is not available. Therefore, the athletic trainers need to be flexible, in terms of their work schedule, in order to meet the District's needs.

#### C. Athletic Trainer Requirements

Athletic trainers shall provide the administrator in charge of Athletics and school administration with an accurate record of treatment rendered for all athletic injuries; and facilitate communication between an injured student athlete, head athletic trainer, coaches, parents/guardians and the physician as required or needed.

## Scope of Work / Specifications

Athletic trainers shall evaluate injured student athletes and make prudent medical referrals as a result of each evaluation. The term “prudent medical referrals” means that the athletic trainer, after evaluating the injured student athlete and determining that medical treatment is medically necessary, will recommend that the injured student athlete seek medical treatment either with a physician of his/her choice, or to any other type of medical provider, based upon the nature of the student athlete’s injury. This provision does not create any requirement on the athletic trainers to refer an injured student athlete to any particular physician or any particular medical provider or to any particular physical therapy provider.

Athletic trainer shall communicate with the school nurse as needed for injury treatment to maintain the relationship between the athletic and academic setting to assist student athletes in succeeding in the classroom.

Athletic trainer shall prepare first aid kits with District supplies for use by coaches and teams in the athletic trainer’s absence.

Athletic trainer shall assist the School District as requested in confirming that student athletes have the appropriate medical clearance before returning to sports subsequent to athletic injury or illness.

### E. Sports Medicine

The District will expect the awarded contractor to stay current on trends and practices within the Sports Medicine field and convey this information via formal training and /or informational updates to the coaches in our District on a periodic basis.

The District may pay for materials separately (if necessary).

### F. Pricing

Offeror shall provide annual fee packages based upon fiscal years to provide all services as described in this RFP. The District shall not approve fee modifications based on actual hours worked. The fees indicated shall prove for all required services during each designated fiscal year.

### G. High School Locations

<p>CASA GRANDE UNION HIGH SCHOOL 1362 N Casa Grande Ave Casa Grande, AZ 85122</p>	<p>VISTA GRANDE HIGH SCHOOL 1556 North Arizola Rd. Casa Grande, AZ 85122</p>
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## Proposal Submittal Format

### Proposal Submittal Format

The District discourages overly lengthy and costly proposals; however, in order for the District to evaluate proposals fairly and completely, Offerors must follow the format set out in this RFP and provide all information requested

Each Offeror must supply one (1) original offer, marked with the company name and "ORIGINAL" on the cover in large easy-to-read letters and four (4) full copies of each proposal, each marked with the company name and sequentially numbered "COPY NO. 1", "COPY NO. 2", "COPY NO. 3", etc. on the cover in large easy-to-read letters. Additionally, one (1) electronic copy in the form of a USB Flash Drive are requested by the District. Required format for electronic copy is below, beginning on page 33.

Casa Grande Union High School District will not assume responsibility for any costs related to the preparation or submission of the Proposal. All paperwork shall be signed by the authorized representative empowered to bind the firm, wherever a signature is required. In order for your Proposal to be considered, the following should be included, referenced with a Table of Contents and should include ***index tabs***:

#### Tab 1. Responsiveness

- A. Provide a signed letter of interest stating the firms' interest and qualifications in providing the specified service program. Include a brief history of the firm, length of time offering program, contribution to industry and awards, and market share that offered program represents. Letter should also include location of office(s), legal form of the firm, organizational structure of the firm, to include number of partners, trainers, clerical staff, etc. Also include:
  1. Company Name
  2. Company Address
  3. Telephone Number
  4. Name of primary contact person for this solicitation
  5. Email address of primary contact person
  6. Telephone number of primary contact person
- B. Provide a statement signed by the authorized individual indicating the full and complete understanding of the requirements and scope of work detailed within the RFP and the ability of the firm to comply with all terms, requirements, and conditions of a resultant contract.
- C. Provide a signed statement that all trainers proposed in the offer or that will be placed at any District location during the term of a resultant contract shall possess a fingerprint clearance card, a copy of which shall be provided to the CGUHSD Office of Human Resources **before** any trainer is allowed on any Casa Grande Union High Schools campus or to perform services where students are or are reasonably expected to be present. Statement shall also assert that no employee or a subcontractor of the vendor, who is required to register as a sex offender, pursuant to A.R.S. §13-3821, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The Offeror agrees that by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

#### Tab 2. Method of Approach

- A. Offeror shall provide the firm's overall approach in performing the specified services as required by the Scope of Work. Detail your firm's approach in securing the athletic trainers required of the District. Detail Offeror's approach from initial placement, to management of each contract throughout the fiscal year. Define the District's role in his process.

## Proposal Submittal Format

- B. Offeror shall provide a plan for substitute trainers when placed athletic trainers absent due to illness, vacation, etc. How does your firm plan to provide additional and/or temporary trainers due to play-offs, tournament programs, scheduling conflicts, and/or camps as needed.
- C. Describe any duties or obligations of the District including facilities, supplies or information that your firm will request the District furnish.
- D. Firm shall provide services to the District's student athletes such as evaluation and diagnosis, evaluation and care, emergency care, treatment and rehabilitation and related services. Also include information about the following:
  - 1. Describe methods that would be utilized to prevent injuries from undue medical treatments and surgeries and how patient costs would be lessened while returning athletes to original health as quickly as possible.
  - 2. Provide your firm's protocol for care that a potential heat stroke victim would receive.
  - 3. Detail your firm's method of communicating a serious injury occurring and when an ambulance would be called to treat a student athlete.
- E. Firm shall provide information on any included services such as staff or student training, prevention and wellness programs, and the like.

### Tab 3. Qualifications/Experience and Expertise

- A. Provide a detailed section on previous accounts where same or similar services have been placed. Accounts shall be similar in size and scope to that of the Casa Grande Union High Schools. It would be preferred to see a minimum of three (3) references including the name of organization, address, contact person, phone number, scope of services provided, and date of installation.
- B. Provide information on the key personnel who will be assigned to oversee and support any resultant contract with the District. Provide resumes or bios, experience, and background and each key individual's role.
- C. Firm shall provide resumes and detailed information on the individuals whom your firm proposes will provide athletic trainer services to the District. Include experience working with professional athletes, where applicable.

### Tab 4. Price/Cost Sheet

- A. The submitting firm shall provide a complete and detailed section on pricing and the pricing structure offered for the service proposed. This section shall identify any and all costs that will apply including future maintenance and any support fees.
  - 1. Offeror shall complete Price Sheet and have it signed by the authorized individual. Offeror shall identify all costs to be charged to the District under a resultant contract. Any costs not identified on the Price Sheet SHALL NOT be reimbursed.
  - 2. Offeror shall provide a line-item quote as a supplement to this section. All costs shall be identified on the Price Sheet.

## Tab 5. Required Forms

- A. References (page 38)
- B. Proposal Offer and Acceptance Form (page 40)
- C. Deviations and Exceptions Form (page 43)
- D. Confidential/Proprietary Submittals Form (page 44)
- E. Additional Materials Submitted Form (page 45)
- F. Amendment Acknowledgement & Non-Collusion Affidavit, Notarized (page 46)
- G. Gifts Law Acknowledgement (page 47)
- H. Vendor Registration Application (page 48)
- I. Certificate of Insurance (see sample, page 50)
- J. I.R.S. W-9 form (must be 2018 version found here: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

## Electronic Copy Submittal Format

Each Offeror must supply one (1) electronic copy in the form of a USB Flash Drive. The electronic version of the proposal shall mirror the physical binders submitted. The electronic version **cannot** be emailed.

When preparing an electronic proposal submission, Offeror should conform to the following file formats:

### For a Single File:

- Searchable PDF
- Microsoft Word
- Microsoft Excel

### For a Compressed File:

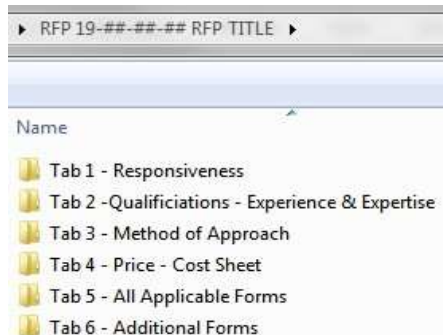
- Standard ZIP format (for MAC users, please avoid using resource fork constructed files)

### The following will NOT be accepted:

- JPEG image format
- "Interactive" (Adobe flash) files – only regular adobe PDF files
- TAR
- TGZ
- GZ

As below, each tab listed on the Proposal Submittal Format (pages 32-33) shall be a separate folder in the electronic copy. Copies of forms that are signed in the hard-copy original shall also be signed in the electronic copy. All RFP paperwork shall be signed by authorized individuals. Electronic signatures shall NOT be accepted. *Do NOT password protect electronic files as doing so may cause a proposal to be deemed unresponsive.*

An example of an acceptable electronic copy file format is below:



## Proposal Cost Sheet

### Proposal Cost Sheet

- A. Annual Certified Athletic Trainer Services:** Offerors shall provide total annual fee packages to perform all specified scope of services as indicated in this RFP at two (2) high school sites beginning with the 2023/ 2024 fiscal year. DO NOT include sales tax for the services listed in the matrix below. The District realizes that pricing may fluctuate throughout the year; however, the unit cost shall remain firm for the term of the contract. In order to be considered responsive, Offeror must submit pricing for all of the CTA services listed in the below matrix. N/A is considered a valid response.

Additionally, Offeror shall provide a line-item quote coinciding with the Proposal Cost Sheets reflecting the price breakdown and identifying any discounts offered to the District.

SCHOOL	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Casa Grande Union High School	\$	\$	\$	\$	\$
Vista Grande High School	\$	\$	\$	\$	\$
<b>TOTAL ANNUAL COSTS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>



## Proposal Cost Sheet

**B. Additional Terms & Fees:** Offeror shall identify any other costs or fees that may be charged to the District throughout this up to five (5) year contract. Include value-added services and their accompanying fees. Define each fee and include in an accompanying line-item quote if necessary. If a fee is not identified it shall NOT be reimbursed.

1. List your firm's hourly fee for service outside of the scope of work listed within this RFP document. Attach additional sheets if needed:                      \$ \_\_\_\_\_
2. Tax Rate\* (the District is NOT tax-exempt)                      \_\_\_\_\_ %
3. Has your firm included an ancillary contract with additional terms and conditions as part of your proposal response to this RFP?  
\_\_\_\_\_ Yes (include a copy under tab 5 & list on the Additional Materials Form)                      \_\_\_\_\_ No

4. List any additional terms, conditions, or fees. Attached additional sheets if needed:

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I/We, the undersigned, propose to provide the service necessary for the Scope of Work and Specifications.

I/We further declare that I/we have carefully read and examined all information in the referenced Request for Proposal. I/We agree to comply with the District's rules, regulations, and policies.

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

\*Responses to these questions will NOT be used as part of the evaluation criteria.



## Subcontractor List

### List of Subcontractors

#### COMPANY BIDDING

This attachment to Bid shall be submitted along with the Bid Form, each of which shall be placed in a separate SEALED envelope.

Each envelope shall bear the name of the Contractor making submittal with identification of contents contained therein.

The Contractor must list below the names, license and classification numbers of all qualified subcontractors and/or suppliers they will employ for the various portions of the work indicated. All Subcontractors SHALL comply with the terms of this RFP, including but not limited to Fingerprint Clearance Cards and Registered Sex Offender Notification Restriction requirements of the RFP. **Failure on the part of the Contractor to complete this list properly will constitute sufficient grounds to reject the bid.**

	SUBCONTRACTOR NAME	TYPE OF WORK	LICENSE CLASS	LICENSE NO.	EXPIRATION DATE
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					



## References

### References

The objective of this process is to identify the past performance of a firm and key personnel assigned to perform the specified services. This is accomplished by sending the **Performance Evaluation Survey** form (page 38) to the past and/or present clients. **The clients will return the Survey form directly to the District,** and the ratings will be averaged together to obtain a firm's past performance rating. **ALL SURVEYS ARE DUE ON OR BEFORE MARCH 29, 2023 AT 2:00 P.M. ARIZONA TIME.**

The Offeror shall list below the names of client/references that will be sent a Performance Evaluation Survey form; minimum of three (3) and include this list in the proposal submittal (Tab 5). The references shall be for jobs that are similar in scope and size to this requirement. Other than listing your company's name in the "Company being surveyed" field, **DO NOT alter the Performance Evaluation Survey in any way.** Failure to provide three (3) accurate and complete references may result in disqualification.

**Offeror is responsible for sending a Performance Evaluation Survey to each client listed below.**

- 1
- 2
- 3
- 4
- 5



## Performance evaluation Survey

### Performance Evaluation Survey

Subject: RFP #82-2-3-23

Attention: Kaycee Debold

Name of person completing this performance survey: \_\_\_\_\_

Organization of person completing this performance survey: \_\_\_\_\_

Contact phone of person completing this performance survey: \_\_\_\_\_

Company being surveyed (Offeror): \_\_\_\_\_

To Whom It May Concern:

Casa Grande Union High School District is currently undergoing reference checks for the vendor listed above regarding their response to a current solicitation. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above firm. Both the company and the District would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below.

Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied because of very poor performance**). If you do not have sufficient knowledge of in a particular area, leave it blank.

NO.	CRITERIA	UNIT	SCORE
1	Ability to maintain schedule and provide results in a timely manner. Projects completed have met deadlines required.	(1-10)	
2	Contractor provides high level and quality of service.	(1-10)	
3	Ability to understand the needs of the District.	(1-10)	
4	Participation and assistance when "issues" arise. Ability to solve problems.	(1-10)	
5	Close out process (invoicing, no unexpected fees). Billing statements provided are easy to understand	(1-10)	
6	Ability to follow the user's rules, regulations, and requirements	(1-10)	
7	Vendor left sites in clean condition without rubbish or debris.	(1-10)	
8	Communication with District regarding schedules, progress, project status.	(1-10)	
9	Vendor provided value added services with satisfaction of the District.	(1-10)	
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	

**TOTAL POINTS** \_\_\_\_\_

Any additional comments regarding vendor/services provided: \_\_\_\_\_

Signature

Date

Printed Name

Title

**Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey directly to Kaycee Debold at [kjdebald@cguhsd.org](mailto:kjdebald@cguhsd.org). PLEASE RETURN THIS FORM NO LATER THAN March 29, 2023 AT 2:00 P.M. ARIZONA TIME.**



## Proposal Offer and Acceptance

### Proposal Offer and Acceptance Form

The Undersigned hereby submits the Proposal 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 Proposal.

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

\_\_\_\_\_  
Tax Rate: \_\_\_\_\_ %  
Arizona Transaction (Sales) Privilege Tax License No: \_\_\_\_\_

\_\_\_\_\_  
For clarification of Proposal, contact:

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Title

## CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 411461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §§ 41-4401 and A.R.S., §§ 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. §§ 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. §§15-512, the offeror shall comply with fingerprinting requirements as identified in uniform instructions.

## ACCEPTANCE OF OFFER

**The offer is hereby accepted.**

**The Contractor is no 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 Proposal as accepted by the Casa Grande Union High School District.**

**This contract shall henceforth be referred to as Contract No. RFP #82-2-23 Athletic Trainer Services**

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

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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



## Statement of No Bid

### Statement of No Bid

**RFP #82-2-3-23**

If you do not wish to submit a proposal for this solicitation, please provide written notification of your decision via this form or submission through AZPurchasing.org. Failure to respond may result in consequences as disclosed in vendor agreement through AZPurchasing. This form may be returned to the address listed below, A "No Bid" will be considered a response.

Failure to respond may result in deletion of Offeror's name from the qualified Bidder's list for Casa Grande Union High School District

I am submitting a "No Bid" at this time for the following reason(s):

- ☐ My firm does not offer this product or the equivalent. We will reevaluate our chosen commodities on AZPurchasing.org
- ☐ Insufficient time to respond to this solicitation
- ☐ Our product schedule would not permit us to perform
- ☐ Unable to meet all insurance requirements
- ☐ Other. (Specify below)

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

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

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

\_\_\_\_\_  
Authorized Signature/Local Rep

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

\_\_\_\_\_  
Printed Name/ Title

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

\_\_\_\_\_  
Phone & Fax Number

**Please return this completed form to:**

**CASA GRANDE UNION HIGH SCHOOL DISTRICT  
Purchasing Department  
1362 N Casa Grande Ave  
Casa Grande, AZ 85122**

**Or, Email to:  
Kjdebald@cguhsd.org**

### Deviations and Exceptions Form

Exceptions (mark one):

\_\_\_\_\_ No exceptions

\_\_\_\_\_ Exceptions taken.

The District will only review the specific areas listed below and will not review the entire proposal for deviations and exceptions indicators. Offeror's preprinted or standard terms will **NOT** be considered as part of any resulting contract. Any deviations and exceptions that are contained in the Offer may negatively affect the evaluation criteria as stated in the solicitation and may result in rejection of the Offer. Describe – attach additional pages if needed:

\_\_\_\_\_  
Firm

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



### Confidential / Proprietary Submittals Form

Confidential / Proprietary Submittals (mark one):

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

\_\_\_\_\_ Confidential/Proprietary materials included.

Offerors should identify below any portion of their offer deemed confidential or proprietary. Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure.

- The District will be the final judge if material will be accepted as confidential or not.
- **Requests to deem the entire proposal or price as confidential will NOT be a consideration.**
- Submit below, a complete description of the material to be considered confidential, the page number, paragraph and other identifiable information as well as why your firm believes that the information should not be disclosed.

The District will only review the specific areas listed below and will not review the entire proposal for confidential information indicators. Page number(s), paragraph, and description (attach additional pages if needed):

\_\_\_\_\_  
Firm

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



## Additional Materials Submitted

### Additional Materials Submitted Form

(Mark One):

\_\_\_\_\_ No additional materials have been included with this offer

\_\_\_\_\_ Additional Materials attached (describe – attach additional pages if needed)

\_\_\_\_\_  
Firm

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



## Amendment Acknowledgement & Non-Collusion Affidavit

### Amendment Acknowledgement and Non-Collusion Affidavit

1. Each Offeror will initial as having read and complied with all the Terms, Conditions and Specifications. Failure to do so may seriously hamper the proposal evaluation process. *This form shall be signed by the firm's authorized individual. Electronic signatures of any kind shall NOT be accepted.*

- Uniform Instructions to Offerors

\_\_\_\_\_ Please initial

- Uniform General Terms & Conditions

\_\_\_\_\_ Please initial

- Special Terms & Conditions

\_\_\_\_\_ Please initial

- Acknowledgement & Non-Collusion Affidavit

\_\_\_\_\_ Please initial

2. Your initials below indicate that your firm took the information provided in any amendments into consideration when providing your complete response. Please initial as an acknowledgement of amendment(s) received (if applicable):

Amendment #1: \_\_\_\_\_ Amendment #2: \_\_\_\_\_ Amendment #3: \_\_\_\_\_

3. State of ( \_\_\_\_\_ ) County of ( \_\_\_\_\_ )

Name	Title	Company Name
------	-------	--------------

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal ("Offeror") with respect to the District's **RFP #82-2-3-23** and having first been duly sworn, I hereby depose and state as follows:

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

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

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_

**This page shall be signed, notarized, and returned with offer. Failure to submit this page with original notary seal\* & original signature(s) may result in disqualification.** \*except in situations where [Executive Order 2020-26](#) applies



## Gifts Law Acknowledgement

### Gifts Law Acknowledgement Form

Offeror agrees to be bound by all relevant federal, state and county laws, including A.R.S. 15-213, per Arizona HB 2663 which states:

*O. Any person or vendor that has secured or has taken steps to secure a contract, purchase, payment, claim or financial transaction with a school district, nonexempt charter school or school purchasing cooperative that offers, confers or agrees to confer any personal gift or benefit with a value of three hundred dollars or more on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of a school district, nonexempt charter school or school purchasing cooperative is guilty of a Class 6 Felony. Offering, conferring or agreeing to confer any personal gift or benefit with a value of less than three hundred dollars is a Class 1 Misdemeanor. A gift or benefit does not include an item of nominal value such as a greeting card, tshirt, mug or pen.*

*P. Any person or vendor convicted under subsection O of this section may be suspended for up to six (6) months or barred for up to three (3) years by the Director of the Department of Administration from doing business with school districts, charter schools and school purchasing cooperatives.*

I/We, the undersigned, agree to abide by all relevant federal, state and county laws, including but not limited to the personal gifts policy of A.R.S. 15-213, Arizona HB 2663 as listed above.

\_\_\_\_\_  
Name of Company Proposing

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

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

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

\_\_\_\_\_  
Print Name & Position Held with Firm

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

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

# Vendor Registration Application

## Vendor Registration Application

ORDER INFORMATION		PAYMENT INFORMATION	
LEGAL NAME OF ORGANIZATION / INDIVIDUAL		LEGAL NAME OF <u>PAYEE</u>	
STREET ADDRESS		STREET ADDRESS	
STREET ADDRESS 2		STREET ADDRESS 2	
CITY		CITY	
STATE	ZIP	STATE	ZIP
PHONE NUMBER W/ EXTENSION	FAX NUMBER	PHONE NUMBER W/ EXTENSION	FAX NUMBER
CONTACT NAME		CONTACT NAME	
EMAIL ADDRESS FOR <u>PURCHASE ORDERS</u>		EMAIL ADDRESS FOR <u>ACCOUNTS RECEIVABLE</u>	
WEB ADDRESS		DOES YOUR COMPANY ACCEPT PURCHASE ORDERS?	
		YES NO	
1. DO YOU REMIT ARIZONA STATE SALES TAX? YES NO 2. DOES YOUR COMPANY PROVIDE: GOODS SERVICES BOTH 3. PLEASE DESCRIBE:		4. ARE YOU A CGUHSD EMPLOYEE? YES NO IF YES, EXPLAIN: 5. RELATIVE OF CGUHSD EMPLOYEE? YES NO IF YES, EXPLAIN: 6. MEMBER OR RELATIVE OF CGUHSD GOVERNING BOARD? YES NO IF YES, EXPLAIN: 7. ARE YOU RECEIVING BENEFITS FROM THE ARIZONA STATE RETIREMENT SYSTEM (ASRS)? YES NO IF YES, EXPLAIN:	
<b>VENDOR ACKNOWLEDGMENTS - BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT:</b>			
1. I am duly authorized to certify the information requested herein. 2. To the best of my knowledge, the elements of the information provided herein are accurate and true as of this date. 3. My organization will comply with all State statutes and Federal equal opportunity and non-discrimination requirements and conditions of employment in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order Number 75-5 dated April 28, 1975. 4. Filing of a Vendor Registration Application supplies information only and does not constitute an assumed obligation by Casa Grande Union High School District (CGUHSD) to guarantee contractual awards or agreements to my organization. 5. Updating information contained on this form is solely the duty of my organization. 6. My organization will not provide any product or service without first having in our possession an authorized CGUHSD Purchase Order. No products or services will be provided based on a verbal promise of a Purchase Order or with the submission of a requisition for a Purchase Order. I understand that payment for any product or service provided without an authorized Purchase Order is not the responsibility of CGUHSD and that I will have to obtain payment from the individual requester. 7. My organization will direct all communication regarding CGUHSD Purchase Orders to the CGUHSD Procurement Office. 8. My organization will provide the Purchase Order number on all invoices submitted to CGUHSD. I understand that invoices received without this information will not be paid. 9. My organization will submit all invoices directly to CGUHSD Accounts Payable and not to the requesting department or school.			
PRINTED OR TYPED NAME		TITLE	
SIGNATURE		DATE	

**\*NOTE: This form allows Casa Grande Union High School District to issue Purchase Orders and payment to you.**



# W-9

W-9

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> <b>Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</b>	<b>Give Form to the requester. Do not send to the IRS.</b>																																																		
<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																			
	<b>2</b> Business name/disregarded entity name, if different from above																																																			
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Individual/sole proprietor or single-member LLC</div><div><input type="checkbox"/> C Corporation</div><div><input type="checkbox"/> S Corporation</div><div><input type="checkbox"/> Partnership</div><div><input type="checkbox"/> Trust/estate</div></div> <div style="margin-top: 5px;"><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <b>▶</b> _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</div> <div style="margin-top: 5px;"><input type="checkbox"/> Other (see instructions) <b>▶</b> _____</div>																																																			
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																			
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.																																																			
	Requester's name and address (optional)																																																			
	<b>6</b> City, state, and ZIP code																																																			
<b>7</b> List account number(s) here (optional)																																																				
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="10" style="text-align: center;"><b>Social security number</b></td></tr><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr><tr><td colspan="10" style="text-align: center;"><b>or</b></td></tr><tr><td colspan="10" style="text-align: center;"><b>Employer identification number</b></td></tr><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>			<b>Social security number</b>																				<b>or</b>										<b>Employer identification number</b>																			
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<b>Employer identification number</b>																																																				
<b>Part II Certification</b> 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. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> 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 for Part II, later.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%;"><b>Sign Here</b> Signature of U.S. person <b>▶</b></td><td style="width: 50%;"><b>Date</b> <b>▶</b></td></tr></table>			<b>Sign Here</b> Signature of U.S. person <b>▶</b>	<b>Date</b> <b>▶</b>																																																
<b>Sign Here</b> Signature of U.S. person <b>▶</b>	<b>Date</b> <b>▶</b>																																																			
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																																				

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



## Certificate of Insurance (sample)

### Certificate of Insurance

## CERTIFICATE OF INSURANCE

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

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

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

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

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____  _____ AUTHORIZED REPRESENTATIVE
---	---





# Submittal Checklist

## Submittal Checklist

**Offer Requirements:** One (1) original and four (4) copies in addition to one (1) electronic copy in the form of a USB flash drive must be submitted for all proposals. The Casa Grande Union High School District will not assume responsibility for any costs related to the preparation or submission of the bid/proposal. In order for your proposal to be considered, the following should be included in a 3-ring binder (preferred) or spiral-bound and should be referenced with **index tabs**:

PROPOSAL RESPONSE LAYOUT		CHECK LIST
Tab 1	<b>RESPONSIVENESS</b>	
	<b>1.1 Letter of Interest</b> – provide a signed letter of interest	
	<b>1.2 Understanding of Scope of Work</b> – provide a signed statement indicating the full and complete understanding of the scope of work	
	<b>1.3 Fingerprint Clearance Confirmation</b> – provide a signed letter stating that all placed ATCs and Physicians shall possess a fingerprint clearance card that will be presented to the District as required	
Tab 2	<b>METHOD OF APPROACH</b>	
	<b>2.1 Overall Approach</b> – provide firm's overall approach at performing the services	
	<b>2.2 Absentee Plan</b> – provide a plan for absent ATCs	
	<b>2.3 District Obligations</b> – describe in detail any District obligations	
	<b>2.4 Emergency and Injury Services</b> – describe methods for treating of student injuries	
	<b>2.5 Additional Included Services</b> – define any included services such as training, wellness programs, etc.	
Tab 3	<b>QUALIFICATIONS / EXPERIENCE &amp; EXPERTISE</b>	
	<b>3.1 Previous Accounts</b> – Provide a detailed section on previous accounts	
	<b>3.2 Key Personnel</b> – provide information on key personnel who will be assigned to managing a resultant contract	
	<b>3.3 ATC &amp; Physician Resumes</b> – provide information on any proposed ATCs and Physicians	
Tab 4	<b>PROPOSAL COST SHEETS</b>	
	<b>4.1 Proposal Cost Sheets</b> – Provide a copy of completed Proposal Cost Sheets.	
	<b>4.2 Invoice</b> – Offeror shall provide a quote that clearly details all costs associated with their proposal	
Tab 5	<b>REQUIRED FORMS</b>	
	<b>5.1 References</b>	
	<b>5.2 Proposal Offer and Acceptance</b>	
	<b>5.3 Deviations and Exceptions Form</b>	
	<b>5.4 Confidential / Proprietary Submittals Form</b>	
	<b>5.5 Additional Materials Submitted Form</b>	
	<b>5.6 Amendment Acknowledgement &amp; Non-Collusion Affidavit, Notarized</b>	
	<b>5.7 Gifts Law Acknowledgement</b>	
	<b>5.8 Vendor Registration Application</b>	
	<b>5.9 Certificate of Insurance</b> (see sample, page 50)	
	<b>5.10 I.R.S. W-9 form</b> (must be 2018 version found here: <a href="https://www.irs.gov/pub/irs-pdf/fw9.pdf">https://www.irs.gov/pub/irs-pdf/fw9.pdf</a> )	
	<b>SUBMITTAL</b>	
	<b>Copies</b> – One (1) original and four (4) copies have been provided AND one (1) electronic copy in the form of a USB Flash Drive.	

Address Label

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

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# SEALED PROPOSAL

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

RFP #82-2-3-23 Athletic Trainer Services  
Due Date: March **30, 2023 at 10:00 A.M. Arizona Time**

Casa Grande Union High School District  
**Attn: Kaycee Debold, Purchasing**  
1362 N Casa Grande Ave  
Casa Grande, AZ 85122

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## Amendments

### Scope of Work / Specifications

#### 1. Amendment:

Casa Grande Union High School District (CGUHSD) reserves the right to make amendments within RFP 82-2-3-23 as deemed necessary to the District. All amendments will be made public immediately and will be stated clearly with intent and purpose. Questions regarding any amendments may be directed to Kaycee Debold via email at [kjdebold@cguhsd.org](mailto:kjdebold@cguhsd.org).

- 1.1 RFP Solicitation Platform:** As referenced on Page(s) 1, 8, 27, and 42 of RFP 82-2-3-23, the original solicitation method was to be AZpurchasing.org. Due to unforeseen obstacles, a new form of solicitation has been selected. RFP 82-2-3-23 will now be posted directly to the Casa Grande Union High School District Procurement page: <https://www.cguhsd.org/Procurement.aspx>. All deadline dates remain the same. Questions regarding RFP 82-2-3-23 shall be directed to Kaycee Debold via email at [kjdebold@cguhsd.org](mailto:kjdebold@cguhsd.org).