



Shonto Governing Board of Education, Inc

Request for Proposals

RFP#: **19-16-24**

PROJECT: **Comprehensive Legal Services**

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E Hwy 60 & Route 98
Shonto, AZ 86054

Request for Proposals #	19-16-24
Material and/or Service	Comprehensive Legal Services
Due Date & Time	December 3, 2019 at 11:00 AM (Mountain Standard Time)
Website:	www.shontoprep.org
Opening Location	Shonto Governing Board of Education, Inc PO Box 7900 E Hwy 60 & Route 98 Shonto, AZ 86054
Questions Due By Email	No later than noon on November 14, 2019.

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 **Shonto Governing Board of Education**, 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 928-672-3537. **The RFP and any amendments will only be posted to www.shontoprep.org.** It is the vendor's responsibility to check for amendments.

Proposals shall be in the actual possession of SPS, at the location indicated, on or prior to the exact time and date indicated above. Late Proposals shall not be considered. Proposals must be submitted in a sealed envelope with the solicitation number and Offeror's 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.

Five (5) copies requested: one (1) marked "Original" and three (3) copies of your response in addition to one (1) electronic copy in the form of a USB Flash Drive are requested by SPS.

Please read the enclosed requirements and specifications as Shonto Governing Board of Education 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.

We are not in an overnight delivery area. Plan to have your response delivered by December 2, 2019 as winter weather can sometimes be a challenge.

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

Ralinda Tate

November 6, 2019

Ralinda Tate, Business Manager

Phone: 928-672-3537

Email: rtate@shontoprep.org

Date



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REQUEST FOR PROPOSALS #

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MATERIAL OR SERVICE

Comprehensive Legal Services

DUE DATE

December 3, 2019 at 11:00 AM (Mountain Standard Time)

OPENING LOCATION

Business Office
E Hwy 60 & Route 98
Shonto, AZ 86054

This solicitation may only be obtained from our solicitation website at www.shontoprep.org. All amendments will be posted to www.shontoprep.org, SPS's website. Any interested offerors without internet access may obtain a copy of this solicitation by calling 928-672-3537 or a copy may be picked up during regular business hours at SPS's Business Department, E Hwy 60 & Route 98. If you experience any problems receiving this Request for Proposal, please call 928-672-3537.

If you do not wish to respond to this solicitation, please provide written notification of your decision. Failure to respond could result in deletion of your name from SPS's vendor listing. This form may be returned to the address above. A "No Bid" will be considered a response.

____ **Here is my "No Bid"; I cannot provide services of this nature.**

____ **Here is my "No Bid" as our firm is working at capacity.**

____ **I am eager to do business with Shonto Governing Board of Education as I provide these services. I will download it from the website, www.shontoprep.org.**

Name of Company

Date Signed

Authorized Signature/Local Representative

Cell Phone Number

Type Name and Position Held with Company

Mailing Address

City

State

Zip

Email Address

RFP Issued:

November 6, 2019

Email to: rtate@shontoprep.org



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NOTE: Bolded forms above should be submitted with your proposal.

DOCUMENTS REFERENCED

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

Arizona Revised Statutes (A.R.S.) is available at:

<http://www.azleg.gov/arstitle/>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at:

http://apps.azsos.gov/public_services/Title_07/7-02.pdf

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

**Shonto Governing Board of Education, Inc**

Uniform Instructions to Offerors

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of 46E Hwy 60 & Route 98
Shonto, AZ 86054**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”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- K. **“Responsible Offeror”** means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.
- L. **“Responsive Offeror”** means the Offeror who submits a Proposal that conforms in all material respects to this Request for Proposals, Instructions to Offerors and the Plans and Specifications which are incorporated herein by this reference.
- M. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Qualifications (“RFQ”).
- N. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- O. **“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.
- P. **“School District”** means SPS or public entity that executes the Contract.

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Neither 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 inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the



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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.

- 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 or Electronic Mail Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location 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: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The 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 Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the impact of an Offeror's susceptibility for award. An offer that takes exception to any material requirement of the solicitation may be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation. SPS 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.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.



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- 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 are subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
- 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
 - 2. Special Terms and Conditions
 - 3. Uniform General Terms and Conditions
 - 4. Scope of Work/Specifications
 - 5. Attachments
 - 6. Exhibits
 - 7. Special Instructions
 - 8. Uniform Instructions to Offerors
- 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. Offer and Acceptance. Offer shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed by the person authorized to sign the offer, and shall be submitted with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- C. Solicitation Amendments. A Solicitation Amendment shall be acknowledged no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
- D. 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.
- E. Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate District interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to SPS Representative within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.



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- F. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District.
- G. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
 - 1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
 - 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

5. Evaluation

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. 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.
- 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 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 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 determines is necessary to meet the needs of the School District.
- 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 SPS 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 for each participating School District 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. R7-2-1 141 through R7-2-1 153. Protests shall be in writing and be filed with SPS



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Representative, who is Ronald Thompson, Superintendent A protest of a solicitation shall be received by SPS Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, address and telephone number of the interested party;
- B. The signature of the interested party or the interested party's representative;
- C. Identification of the solicitation or contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.
- F. The interested party shall supply promptly any other information requested by SPS representative.

8. Time for filing protests R7-2-1143.

- A. 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.
- B. In cases other than those covered in subsection (A), the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.
- C. The interested party may file a written request with SPS representative for an extension of the time limit for protest filing set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. SPS representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.
- D. If the interested party shows good cause and it is advantageous to the school district, SPS representative may consider any protest that is not filed timely.
- E. SPS representative shall immediately give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties.
- F. At any time SPS representative or hearing officer may refer the protest to the governing board for resolution in accordance with R7-2-1152.



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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. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
1. Amendments;
 2. Special Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Statement or Scope of Work;
 5. Specifications;
 6. Attachments;
 7. Exhibits;
 8. Documents Referenced in the Solicitation;
 9. Best and Final Offer; and
 10. Vendor's Proposal.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

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 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 shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District 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 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.



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- 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. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.
- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and SPS shall be considered the creator of such Intellectual Property. SPS shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify SPS, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in SPS and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than SPS. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not SPS without the express written authorization of SPS.
- I. Federal Immigration and Nationality Act. 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. SPS may request verification of compliance from any contractor or subcontractor performing work under this contract. SPS reserves the right to confirm compliance in accordance with applicable laws. Should SPS suspect or find that the contractor or any of its subcontractors are not in compliance, SPS 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.
- J. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- K. Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

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 within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destination.
- C. Applicable Taxes.
1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.



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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.

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

4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. 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 extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt 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



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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 any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. Warranties

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

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials or services are used;
3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the School District 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.

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 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's Contractual Remedies

A. Right to Assurance. If the School District 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's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

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



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reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. Contract Termination

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



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3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District 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 Shonto Governing Board of Education will accept no gifts, gratuities or advertising products from Offerors. SPS has adopted a zero tolerance policy concerning Offeror gifts. SPS 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 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. Terrorism Country Divestments

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

13. Boycott of Israel

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

14. Fingerprint Clearance

Contractor, including any employee of Contractor, a subcontractor and employee of a subcontractor, who is contracted to supply services on a regular basis (at least five (5) times during a month) at a District school shall at its own expense, obtain a valid fingerprint clearance card in accordance with A.R.S. §41-1758 and present it to District or school prior to commencement of services. An exception to this requirement may be made as authorized in Governing Board policy.

15. Registered Sex Offender Notification Restriction

Contractor agrees that no employee or agent of Contractor or a subcontractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. Contractor further agrees that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at District's discretion.



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1. Inquiries

All questions regarding this RFP must be submitted in writing **no later than noon on November 14, 2019** to Ralinda Tate via email at rtate@shontoprep.org.

2. Preparation of Proposals

A. Electronic Documents

This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by SPS shall take precedence. As provided in the Uniform Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to SPS.

B. Proposal Format

Five (5) sets: One (1) original and three (3) copies and one (1) electronic copy in the form of a USB Flash Drive of the proposal should be submitted on the forms **and** in the format as contained in the RFP. All proposals including copies should contain all descriptive literature, specifications, samples (if requested), references, etc. Proposals should be typed in no less than 10 point font, double spaced and limited to no more than 50 numbered pages, front and back, in its entirety. This page limit preference does not include the required attachment forms.

C. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror should acknowledge receipt of all amendments by signing the Acknowledgement Form of the RFP.

3. Submission of Proposal

A. Offer and Acceptance

Offeror shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted with the submitted bid no later than the Offer due date and time. Failure to return a signed Offer and Acceptance Form may result in rejection of the Offer.

1. Debarment or Suspension Certification. By signing the Offer and Acceptance Form, the Offeror certifies that the firm, business or person submitting the proposal or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or offer or cancellation of a contract.
 - i. Certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, Section 3017.510, Participants Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).
 - ii. The Offeror agrees, by signing the Offer and Award form, it shall not knowingly enter into any transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this agreement, unless authorized by the department or agency with which this agreement originated.

B. Confidential Information

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. SPS, pursuant to R7-2-1016, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

Any portion of your offer that is considered confidential in nature shall be cut from its document of origin and pasted within the confidential section. The confidential section shall be placed in a separate envelope inside your proposal. On the outside of the envelope there shall be a list of the contents, the reason this is confidential or proprietary, and



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whom is the contact person regarding the contents of the envelope. Reference to its location within the document of origin must be submitted for reference.

Any attachment that has confidential information within it cannot be removed once your offer has been submitted. If SPS finds it is not confidential, the firm may pick up their envelope containing the confidential information and none of the material will be used in the evaluation process. Should SPS find in favor of the firm, any information contained in the Confidential Information envelope, will be viewable only by appropriate procurement staff and evaluators.

C. References

Each offering firm should provide at least three (3) references but no more than five (5) using the form included within this RFP. Performance Evaluation Surveys should also be provided to these references to submit on the firm's behalf.

D. Non-Collusion

Offeror attests that the proposal is genuine, is neither a sham nor collusive, nor is made in the interest for or on behalf of any person or corporation not named within the 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. It also certifies that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive proposal, or induced or solicited any other Offeror to refrain from submitting a proposal.

E. Certification Regarding Lobbying and Activities

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, and U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. ***This signed attached form shall become part of the contract.***

F. Certificate of Independent Price Determination

By submission of this offer, the Offeror certifies, and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- a. The prices in this Offer 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;
- b. Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and
- c. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.

G. Proposal Cost Form

The Offeror should use the Proposal Cost Form Attachment provided in the RFP and include, as part of the response, an analysis of all of the costs associated with Comprehensive Legal Services:

1. Hourly Rates

Offeror will provide SPS with a fixed-fee cost for services.

2. Travel costs

H. Attachments

Offerors should include the attachment forms included within this RFP and completed accurately according to the instructions contained within the form. Failure to follow instructions and completion of forms may result in rejection of the Offer. A checklist is provided in this RFP document and should be used for your proposal package to ensure all required documentation has been submitted in accordance with the Special Instructions.



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I. Offer Submission, Due Date and Time

It is the responsibility of the vendor to ensure that the proposal package is delivered on the due date by the time required. Delivery times vary for all packages delivered to SPS. If packages are received after the due date and time specified in the solicitation due to carriers like UPS or Fed Ex delivering late, SPS will not be held responsible and your offer will be rejected. Plan accordingly.

4. Evaluation

A. References and Experience of the Firm

The Offeror agrees that by submitting an Offer, SPS may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the Offer. In addition, by submitting an Offer, the Offeror is agreeing to give permission to the entity to provide information and the Offeror will take whatever action is necessary to facilitate, encourage or authorize the release of information. If necessary, the Offeror shall sign a release to obtain information.

B. Responsibility, Responsiveness and Acceptability

In accordance with R7-2-1076, R7-2-1161, R7-2-1168, R7-2-1171, and R7-2-1003(B), R7-2-1031 or R7-2-1046, SPS shall consider the following in determining offeror's responsibility as well as the responsiveness of proposals submitted in response to the solicitation.

Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with SPS, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with SPS or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.

Proposals may not be considered responsive if they are not submitted in the requested format; if they include significant exceptions to any requirements, terms or conditions that render the proposal unacceptable; or do not contain sufficient contents with which to evaluate the proposal, e.g., bonds, method of approach, key personnel, references, prices or pricing, other requested information.

Determinations of non-responsibility and/or non-responsiveness shall be made in writing, and shall set forth the basis for the determination. Proposals from offerors determined to be non-responsible or proposals determined to be non-responsive, may be set aside at the time of the determination without further evaluations. Offerors will be notified if their proposal is set aside for either of these reasons.

C. Opening

Proposals received by the correct time and date will be opened and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.

D. Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, SPS may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

E. Discussions

In accordance with A.A.C. R7-2-1047, after the initial receipt of proposals, SPS may conduct discussions with those offerors who submit proposals determined by SPS to be reasonably susceptible of being selected for award.

F. Oral Presentations

SPS may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

G. Evaluation

Representatives of SPS will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP. If several proposals are very closely ranked, SPS may call for interviews to assist in the decision making. In addition to interviews, SPS 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 SPS to be in the best interest of SPS.

H. Evaluation Criteria (1,000 Points)

	Area of Evaluation	Points Available
1	Qualifications & Experience: The Offeror’s experience offering the Comprehensive Legal Services to other school districts in Arizona, as well as the Offeror’s capability and experience in implementing and supporting Comprehensive Legal Services relating to SPS’s needs and intended purpose. Also includes References and Performance Evaluation Surveys received.	350
2	Firms Ability to meet the needs of SPS: The Offeror’s experience offering the Comprehensive Legal Services to other BIE and non-profit charter schools in Arizona, as well as the References and Performance Evaluation Surveys received.	200
3	Proposal Cost: The cost score for each proposal will be calculated using the formula below. Initially, the price/cost proposal shall be evaluated on the total price/cost proposal for the five year term. $\left(\frac{\text{Price}_{\text{lowest}}}{\text{Price}_{\text{offered}}} \right) \times \text{Points}_{\text{max}} = \text{Points}_{\text{awarded}}$	400
4	Responsiveness to Proposal Requirements: Quality of proposal in clearly stating and understanding the Scope of Work, including but not limited to: <ul style="list-style-type: none"> • All required forms are complete, signed and notarized where needed • Proposal is “Tabbed as Requested” and easy to read 	50

I. Best and Final Offers

If discussions are conducted pursuant to R7-2-1047, SPS 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 considered as the best and final offer.

J. Contract Award

Award of a contract will be made to the most responsive and responsible Offeror(s) whose proposal is determined to be the most advantageous to SPS based on the evaluation criteria set forth in the solicitation.



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1. Purpose

The Shonto Governing Board of Education aka Shonto Preparatory Schools (SPS) is requesting proposals from qualified firms that are interested in providing Comprehensive Legal Services.

2. Definition of Key Words Used

- A. Shall, Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- B. Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, SPS may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
- C. May: Indicates something that is not mandatory but permissible.

3. Contract Type

Fixed Firm Price

4. Price Clause

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs.

5. Price Adjustment

SPS may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. SPS shall determine whether the requested price increase or an alternate option is in the best interest of SPS. However, a price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

6. Contract Award

It is anticipated that a contract under this RFP will be awarded to be a single Offeror at a December Governing Board meeting. However, SPS reserves the right to award to multiple vendors, or a partial award, if determined to be advantageous.

7. Award Basis

The successful offeror(s) will be determined by Evaluation Criteria including but not limited to pricing. SPS reserves the right to award as many contracts for the services as may be in the best interest of SPS. Awards will not be made based on price alone, as the vendor must be responsive and responsible.

However, if a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by SPS, SPS reserves the right to go to the next highest ranked firm .

8. Multi-Term Contract

This contract shall be for a term of one (1) year with an option to renew for four (4) additional years not to exceed 60 months. This contract can be canceled with a written notification of 30 days in advance of cancellation from either party. The contract may be terminated by either party prior to the expiration date upon thirty (30) 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.

9. Multiple Award

SPS intends to award to at least three (3) firms do to the complex nature of entities that have jurisdiction over it, Federal, State, and the Navajo Nation. Award will be by category and in order of award.

10. Contract Payment Terms

Offerors must indicate the prompt payment terms that they will offer to SPS (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.



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11. Procurement Methods

Any services obtained under this RFP will be by blanket purchase order or specific line-itemed purchase order.

12. Billing

All billing notices and/or invoices must be sent to SPS's Accounts Payable department, as shown on the purchase orders. All invoices shall identify the specific item(s) being billed, including but not limited to licensing, training, equipment, etc. Any purchase order issued by SPS will refer to the RFP number of this solicitation.

13. Pricing – Hourly Fees

- A. The Shonto Preparatory Schools reserves the right to select the pricing method that is most advantageous to SPS. Pricing for services will be based on fixed hourly rates based on category of persons whose time will be billed, i.e. Senior Attorney, Junior Attorney, Paralegal, etc. Additionally, Offerors may propose a range of hourly rates for specific services and personnel categories in addition to the fixed hourly rates. Pricing will be one of many factors taken into consideration.
- B. SPS will reimburse reasonable and allowable reimbursement such as duplication/photocopy services, messenger fees at cost. Offeror must list all such costs separately on all invoices. Travel expenses will be reimbursed at actual amounts according to the State of Arizona travel policy within Maricopa County. Additionally, all such travel must be approved in advance by the SPS administration to be considered for reimbursement.

14. Additional Expenses

Firm shall include any other additional costs not previously identified. Only reasonable and allowable costs identified on the Cost Form will be considered for payment.

15. 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 SPS. SPS reserves the rights to obtain like goods or services from other sources.

16. Authority

This solicitation as well as any resulting contract is issued under the authority of the Governing Board and managed under the Superintendent. No alteration or any resulting contract may be made without the express written approval of SPS 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 SPS inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the vendor.

17. Additional Agreements

Any additional subscriber and/or user agreement(s) shall not supersede with the Contract Order of Precedence outlined in the Uniform Terms and Conditions and shall be without force. Any licensing, user or other type of agreement Firm requests must be included in the response. SPS reserves the right to review and make changes to any proposed contract above and beyond SPS's proposed contract.

18. 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 SPS's Board minutes. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying 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.

19. Family Educational Rights and Privacy Act

Offeror understands that information access may include sensitive or personal or confidential information, and accepts responsibility for safeguarding it as appropriate. Offeror is aware of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) and understands that it is a federal law that protects the privacy of student educational records, and recognizes that there are severe penalties for its violation.



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20. **HIPAA (Health Insurance Portability and Accountability Act of 1996) Compliance**

SPS requires documentation regarding the Contractor's HIPAA (Health Insurance Portability and Accountability Act of 1996) compliance status. The Contractor shall complete and sign SPS's Business Associate Agreement which shall be retained as part of the procurement file. This agreement involves access to health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the HIPAA.

21. **Information Disclosure**

The Contractor shall establish and maintain procedures and controls that are acceptable to SPS for the purpose of assuring that no information contained in its records or obtained from SPS or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract.

Persons requesting such information should be referred to SPS. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract. SPS shall receive advanced notification of the release of such data, and reserves the right to approve or disapprove the release of the information, unless otherwise agreed to in writing by SPS.

22. **Data Privacy/Security**

The firm, its employees, agents, and subcontractors shall cooperate and collaborate with appropriate District personnel to identify and respond to an information security or data privacy incident, including a security breach. The firm agrees to notify SPS's Chief Systems Officer and other key personnel as identified, of any perceived threats placing the supported infrastructure and/or applications in danger of a or an actual breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the firm(s).

23. **Insurance**

Offeror agrees to maintain such insurance as will fully protect Offeror and SPS from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this contract, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and SPS for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to SPS.

Successful Offeror will be required to provide proof of and maintain comprehensive General Liability insurance with a limit of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$2,000.

Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law. The Shonto Governing Board of Education, # Elk shall be listed as an additional insured party for all required insurance coverage outlined.

24. **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.

25. **Safety**

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and SPS 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.

26. **Damages**

The successful Firm shall be liable for any and all damage caused by the firm and/or its employees to the Scottsdale School District premises. The Offeror shall hold and save the Scottsdale School District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occurred by his operations on premises or third persons.



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27. **Disentanglement**

Upon any termination or expiration of the Contract, vendor shall perform a complete transition of services, data and all other pertinent operational information to a replacement firm designated by SPS without causing any interruption of services, or any adverse impact on related services provided in conjunction with the Contract.

28. **Relationship of the Parties**

It is understood and agreed that the awarded firm is a separate legal entity from SPS and neither the firm nor any of their employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of SPS. The vendor assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

29. **Changes in the Scope of Work**

During the duration of this contract there may be opportunity for special projects or changes in the scope of work due to State and/or Federal requirements for services not otherwise described within the scope of work. Changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary. Such changes must be authorized in writing by Shonto Governing Board of Education and approved by the Procurement Officer, prior to the performance of the work.

30. **Key Personnel**

It is essential that the firm provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The firm must agree to assign specific individuals to the key positions. Firm agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to SPS.

31. **Compliance with Federal Requirements**

A. Vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, vendor agrees to post wage rates at the work site and submit a copy of their payroll to SPS for their files. In addition, to comply with the Copeland Act, vendor must submit weekly payroll records to SPS. Vendor must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. When working on any projects funded with federal grant monies, vendor agrees to comply with the administrative requirements for grants to state, local and federally recognized Indian tribal government contract provisions. The forms listed below are incorporated by reference into this solicitation and any resultant contract:

1. HUD-5369, Instructions to Offerors for Contracts, Public and Indian Housing Programs
2. HUD-5369-A, Representations, Certifications and Other Statements of Offerors, Public and Indian Housing Programs
3. HUD-5369-B, Instructions to Offerors Non-Construction
4. HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
5. HUD-5390-C1, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

B. For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (www.hud.gov).

C. Anti-Lobbying Certification

In accordance with the Federal Acquisition Regulation, 52.203-11:

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.



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2. The bidder, by signing this amendment, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989–
 - a. No Federal appropriated funds have been paid or will be paid 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 on his or her behalf in connection with the awarding of this contract;
 - b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
3. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

D. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations

Vendor and its subcontractors 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 (7 CFR 3016.36 (i) (12)). This shall only apply to federally funded projects subject to the Clean Air Act, Clean Water Act and current applicable EPA regulations.

E. Energy Policy and Conservation Act

Vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act.

F. Procurement of Recovered Material

Vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.321.

G. Rights to Inventions

Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.

H. Subcontracts

Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

1. Offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CRF parts 15, 15a and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6; "Civil Rights Compliance and Enforcement in School Nutrition Programs".
2. Offeror shall comply with the provisions of the Consumer Product Safety Act.

32. **Other Requirements**

This is an occupied school campus where the educational process comes first. Thus, the ultimate standards must be in place:

- A. Park in assigned locations;
- B. No weapons in vehicles or on campus;
- C. No smoking on campus;



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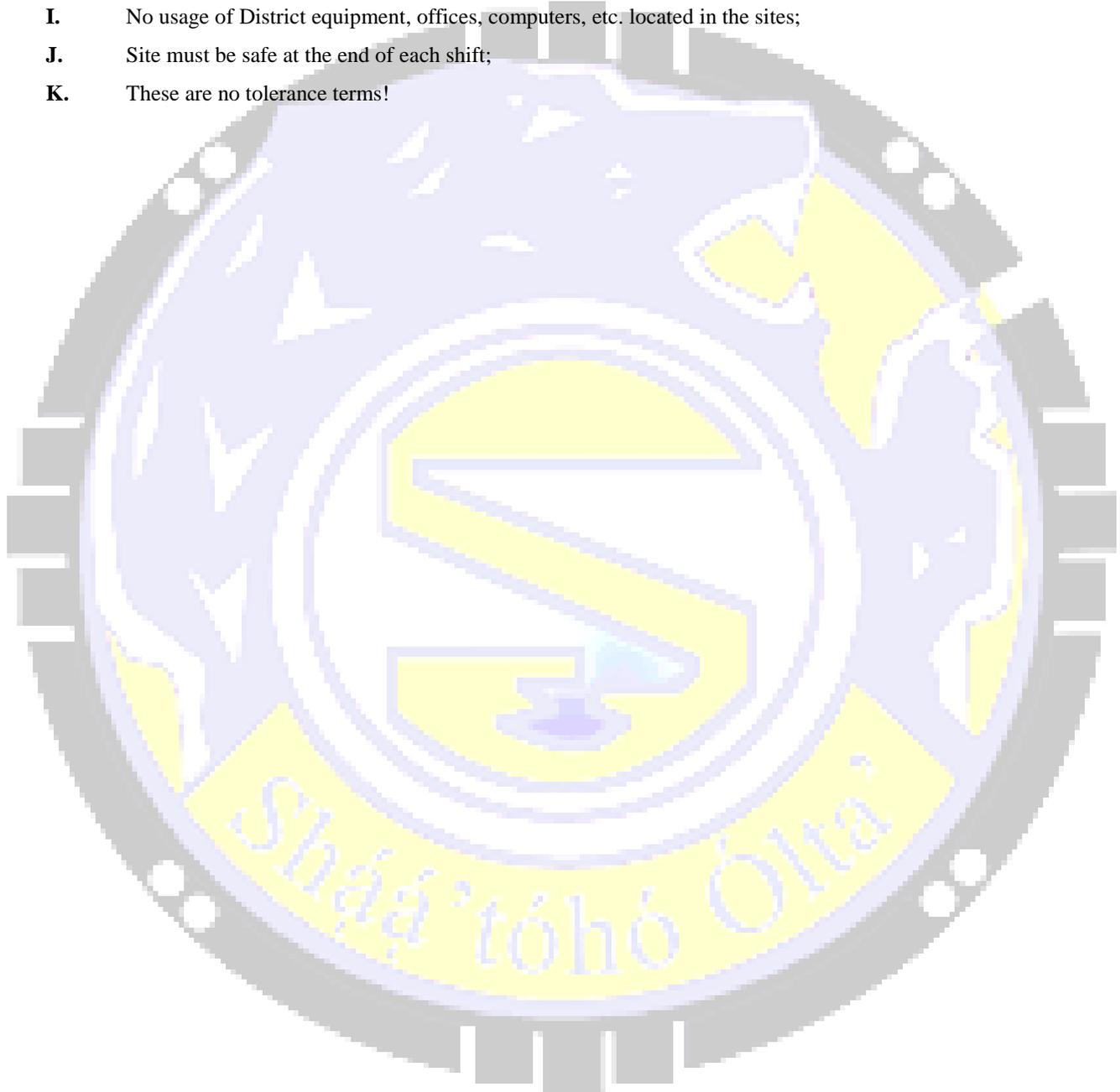
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- D.** No foul or offensive language;
- E.** No alcohol/tobacco/illicit drugs of any kind;
- F.** No clothing referencing any of the above;
- G.** No speaking to staff nor students;
- H.** No leering or whistling;
- I.** No usage of District equipment, offices, computers, etc. located in the sites;
- J.** Site must be safe at the end of each shift;
- K.** These are no tolerance terms!





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Scope of Work

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1. **Background**

The Shonto Governing Board of Education, Inc provides educational services for approximately 70 High School students at its charter school and 360 K-8 students at the BIE Elementary Boarding School. Additionally, SPS has a Self-Insured Medical Benefits Trust.

2. **Objective**

SPS is seeking at least two firms to represent them in a variety of areas outlined below.

3. **Specific Services**

A. Legal advice and representation of SPS in litigation, on an as-required basis on any and all matters. The awarded firm(s) shall furnish qualified personnel and services to perform some or all, but not limited to the following:

1. Charter School Issues
2. Civil Rights Claims, specifically on the Navajo Nation
3. Construction Disputes
4. Cyber Crimes
5. Employee Discipline and Termination
6. Employment – Federal, State, and Navajo Nation (Contracts and Law)
7. Federal Programs, including Title 1 and Medicaid Reimbursement
8. Governing Board Authority and Liability
9. Governing Board Policies and Procedures
10. Self-Insured Trust Contracts and related funding issues
11. Intellectual Property – Copyrights
12. Intergovernmental Agreements
13. Bond Counsel Services
14. Non-Profit 501-C3
15. Open Meeting Laws
16. Payroll Issues
17. Public Contracts and Procurement
18. Public Record Laws
19. Special Education and Section 504 of the Rehabilitation Act
20. Statutory and Regulatory Interpretation
21. Student Discipline and Expulsion
22. Tort Liability
23. Worker's Compensation

B. Other required services include all clerical assistance, printing, and duplicating. District personnel will be made available, when appropriate, to provide necessary assistance, such as research of historical records or other information needed to perform comprehensive legal services for SPS.

C. Regular accounting and billing for services and expenses shall be required.

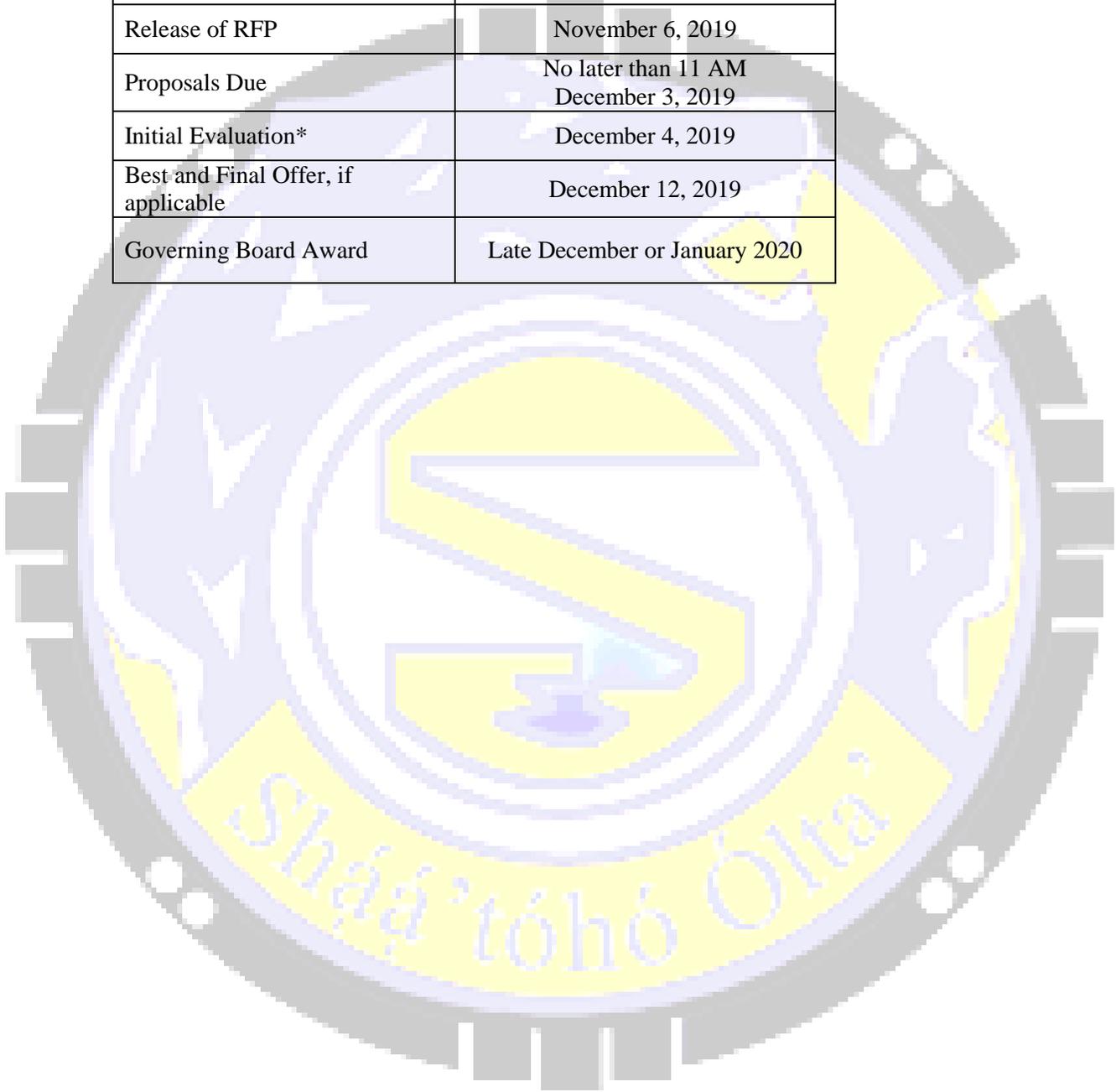
D. The organization must agree not to engage in private litigation against SPS without first obtaining written permission to do so from the Governing Board during the effective period of the agreement.



4. **Projected Timeline (dates are tentative and subject to change)**

Below are the tentative dates for activities related to this RFP and are subject to change to meets the needs of SPS and its evaluation committee.

Activity	Date (Tentative)
Release of RFP	November 6, 2019
Proposals Due	No later than 11 AM December 3, 2019
Initial Evaluation*	December 4, 2019
Best and Final Offer, if applicable	December 12, 2019
Governing Board Award	Late December or January 2020



**Shonto Governing Board of Education, Inc**

Proposal Format

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of 46E Hwy 60 & Route 98
Shonto, AZ 86054**PROPOSAL FORMAT – MINIMUM REQUIREMENTS**

Five (5) sets of your response are requested. One (1) original and three (3) copies of each proposal in addition to one (1) electronic copy in the form of a USB Flash Drive should be submitted. Shonto Governing Board of Education will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. In order for your proposal to be considered, the following should be included and should be referenced with *index tabs*:

Tab 1. Firm Profile and Qualifications, Experience and Expertise

1. A signed letter of interest with a general description of the legal firm, including office size; whether the organization is local, regional, or national in operations; the number of professional staff by category; and a description of the range of activities performed by the local or Arizona office.
2. Include the firm's understanding of the work to be performed and a positive commitment to perform the services in within the time period specified.
3. A more detailed statement of the legal firm's qualifications, experience and expertise in providing the requested services, with a description of prior experience with legal services of a similar or related nature.
4. Include a list of references that are verifiable and able to comment on the Offeror's related experience to provide legal services under this RFP. The description should include a list of names and dates of school districts or public entities with which services were provided (See attached reference form).
5. List the geographic areas in which your firm can provide services. Some of the participating members are located outside of the Greater Metropolitan Phoenix area. If your firm can only provide services to certain geographic areas within Arizona, be sure to detail this information for the participating members.

Tab 2. Firms Ability to Meet the needs of SPS

1. Supply a list of all attorneys presently proposed, and copies of the resumes of those attorneys, expected to provide services. After award of a contract, resumes of other attorneys proposed to be called upon to provide such services must be supplied and approved before they may work on a case or matter.
2. Qualifications of others for whom services may be billed such as Paralegals; Legal Assistants as defined by Rule 31(a)(2)(C) of the Rules of the Supreme Court of Arizona.
3. Identify and indicate which personnel category will be assigned to each specific area of legal service the firm is proposing to perform.
4. Please advise if a complaint has been filed with the Arizona Bar Association, against any personnel within the past five years who may do legal work under the contract. Please provide a description of the complaint and its resolution.

Tab 3. Proposal Cost Form

See page 29

Tab 4. Forms (Attachments)

1. Completed and Signed Offer and Acceptance Attachment
2. Completed Familial Relationship Disclosure Attachment
3. Completed Deviations and Exceptions Attachment
4. Deviation/Exceptions Attachment
5. Confidentiality/Proprietary Information Attachment
6. Completed Non-Collusion Affidavit and Amendment Acknowledgement Attachment
7. Compliance Statement Form Attachment
8. Certification Regarding Lobbying Form Attachment
9. Disclosure of Lobbying Activities (SF-LLL) Attachment
10. Certificate of Independent Price Determination Attachment
11. Vendor Payment Form Attachment



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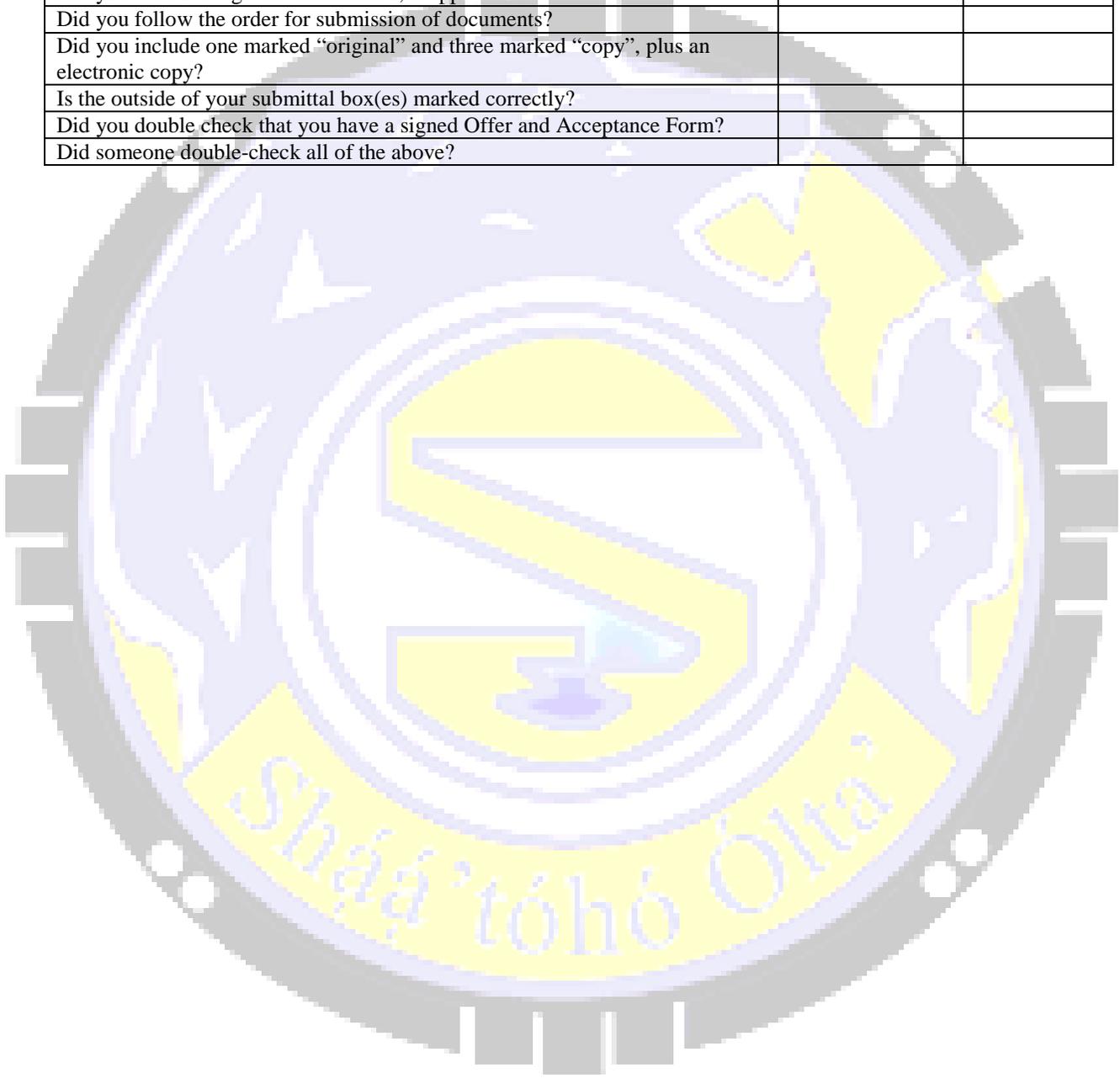
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- 12. Certificate of Insurance
- 13. I.R.S. W-9 Form, <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Proposal Checklist	Yes	Double Checked
Did you sign the offer sheet?		
Did you sign and notarize the Non-collusion statement?		
Did you acknowledge all amendments, if applicable?		
Did you follow the order for submission of documents?		
Did you include one marked "original" and three marked "copy", plus an electronic copy?		
Is the outside of your submittal box(es) marked correctly?		
Did you double check that you have a signed Offer and Acceptance Form?		
Did someone double-check all of the above?		





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Proposal Cost Form

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Offeror should complete and include all costs associated with providing the specified Comprehensive Legal Services, as per the Scope of Work and related services requested. Please detail all costs that could be billed. If your firm is unable to give firm pricing for the entire proposed 5-year period, please indicate so in your response to this questionnaire. You **MUST** give firm pricing for the 2019-2020 Fiscal Year in order to be considered for a contract award. Remember to include additional costs and expenses that require reimbursement. Billing for different levels of personnel should be very clear.

Pricing should be listed for the following contract periods:

Offeror will provide menu-style pricing for any additional modules or features considered value-additions that have not been identified otherwise.

Fiscal Year	Partner	Senior	Junior	Paralegals/Assist	Other
2019-20	\$	\$	\$	\$	\$
2020-21	\$	\$	\$	\$	\$
2021-22	\$	\$	\$	\$	\$
2022-23	\$	\$	\$	\$	\$
2023-24	\$	\$	\$	\$	\$
Other Costs					
Fiscal Year	Travel	Copies			
2019-20	\$	\$	\$	\$	\$
2020-21	\$	\$	\$	\$	\$
2021-22	\$	\$	\$	\$	\$
2022-23	\$	\$	\$	\$	\$
2023-24	\$	\$	\$	\$	\$



Shonto Governing Board of Education, Inc

References

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Offeror shall provide below a minimum of three (3) but no more than five (5) references from district that are similar in scope and size to this requirement. Failure to provide three accurate references will result in loss of points.

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

1. Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Date of Contract Initiation: _____

Type of Services Provided: _____

2. Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Date of Contract Initiation: _____

Type of Services Provided: _____

3. Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Date of Contract Initiation: _____

Type of Services Provided: _____



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Performance Evaluation Survey

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Subject: Comprehensive Legal Services Firm: _____

Return to the Attention: Ralinda Tate, Business Manager

Name of Client responding to Survey: _____

Organization Representative: _____

Contact Phone for any follow-up: _____

To Whom It May Concern:

Shonto Governing Board of Education is currently undergoing reference checks for the vendor listed above regarding their response to a current solicitation. The information will be used to assist SPS in the evaluation to determine responsive and responsible procurement of the above firm. Both the company and SPS 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.	Rate the overall quality of the Comprehensive Legal Services and related support provided by this firm.	(1-10)	
2.	Rate the ability of the Firm to provide adequate training for the Governing Board and Staff.	(1-10)	
3.	Rate the ability of the Firm to react to any issues in a timely manner.	(1-10)	
4.	Was the Firm billing consistent over the contract period and able to control costs?	(1-10)	
5.	Were there any unexpected cost increases after the first year?	(1-10)	
6.	Was the Firm able to provide consistent advice regarding Charter School issues?	(1-10)	
7.	Was the Firm able to provide consistent advice regarding issues regarding the Navajo Nation?	(1-10)	
8.	Was the Firm able to provide consistent advice regarding issues regarding entities with 503C3 status?	(1-10)	
9.	Did the Firm offer value-added features or services that were impactful?	(1-10)	
10.	Did the firm offer the advice needed regarding contracts of all kinds?	(1-10)	

TOTAL OUT OF 100 POINTS _____

What was the biggest issue you encountered? _____

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey directly to rtate@shontoprep.org NO LATER THAN December 3, 2019 at **11:00 AM.**

Signature

Date

Printed Name

Title



Shonto Governing Board of Education, Inc

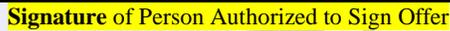
Offer and Acceptance Form

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Company Name		For Clarification of this Offer, contact:	
D-U-N-S Number		Name	
Federal Employer Identification No.		Phone	
Street Address		E-mail	
City			
State	Zip		
Printed Name of Person Authorized to Sign Offer			
		Title	

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, SPS is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. § 35-393, SPS is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.
7. 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 now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the School District.

This contract shall henceforth be referred to as Contract No. 19-16-24 for Comprehensive Legal Services

Contract Effective Date _____, 20 ____.

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

Awarded this _____ **day of** _____, 20 ____.

Authorized signature of SPS



Shonto Governing Board of Education, Inc
Familial Relationship Disclosure Statement

RFP#: **19-16-24**
PROJECT: **Comprehensive Legal Services**

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E Hwy 60 & Route 98
Shonto, AZ 86054

Familial Relationship Disclosure Statement

All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offeror and any member of the Governing Board of the Shonto Governing Board of Education or any employee of the Shonto Governing Board of Education:

The undersigned, the owner or authorized officer of _____ (the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, hereby represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of SPS, Superintendent of the Shonto Governing Board of Education or any employee of Shonto Governing Board of Education. If such a relationship exists, please explain:

Employee of Firm	Shonto Governing Board of Education	How are they related

(Signature of Person Authorized to Sign Offer)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

Signature of Notary Public in and for the

State of _____

County of _____



Shonto Governing Board of Education, Inc

Deviations and Exceptions

RFP#: **19-16-24**

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List any deviation or exception for any item listed in this RFP. The item number must be listed and the page it is found on. Any deviation/exception or inability of the provider to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates full compliance with the RFP.

The following deviations/exceptions are being submitted for consideration:

Section	Page	Item	Reason

Firm

Authorized Signature

Date



Shonto Governing Board of Education, Inc

Confidential/Proprietary Information

RFP#: **19-16-24**

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Shonto, AZ 86054

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a bid response that are proprietary or a trade secret, a process is outlined in A.A.C. R7-2-1006, which allows qualifying materials to be designated as confidential and excluded from disclosure.

This form must be completed and returned with the bid package, along with any supporting information to assist SPS in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

Offerors must select one of the following:

- My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record.
- My response **does** contain trade secret information because it contains information that:
 1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory confidential and/or trade secret definition.

If SPS agrees with the Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

Company Name	Signature of Person Authorized to Sign
Address	Printed Name
City	State
Zip	Title



Shonto Governing Board of Education, Inc
Acknowledgement and Non-Collusion Affidavit

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Each proposer will initial as having read and complied with all the Instruction, Terms, Conditions and Specifications. Failure to do so may seriously hamper the evaluation process.

Uniform Instructions to Offerors _____ please initial

Uniform General Terms & Conditions _____ please initial

Special Instructions _____ please initial

Special Terms & Conditions _____ please initial

Acknowledgment & NC Affidavit _____ please initial

The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

Please initial as an acknowledgment, if applicable, for amendments received:

Amendment #1: _____ Amendment #2: _____ Amendment #3: _____ Amendment #4: _____

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 SPS’s **RFP #19-16-24** 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 bidder to put in a sham or collusive bid, 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 must be signed, notarized and returned with your proposal response.



Shonto Governing Board of Education, Inc

Compliance Statement Form

RFP#: **19-16-24**

PROJECT: **Comprehensive Legal Services**

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Vendors requesting to do business with Shonto Governing Board of Education and accepting a purchase order for supplies and/or services **MUST** sign below verifying compliance with the identified state laws, in order for the transaction to take place. Failure to maintain compliance with these provisions will be considered a material breach of contract subject to penalties up to and including termination of the contract.

1. **Affordable Care Act:** The 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”). The 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.

2. **Federal Immigration and Nationality Act**

By applying for a Vendor Application Form or a Vendor Number to do business with Shonto Governing Board of Education the signer warrants that it and all proposed subcontractors are in compliance with: 1) 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. The signer shall obtain statements from all subcontractors certifying compliance with this requirement and shall furnish the statements to SPS Procurement Officer upon request.

3. **Terrorism Country Divestments**

In accordance with A.R.S. §35-392, Shonto Governing Board of Education 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.

4. **Federal Requirements**

Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland “Anti-Kickback” Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. Contractor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with Federal grant monies, Contractor additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state and local governments (24 CFR, Part 85, Subpart 36 – Procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights; and applicable standards, orders or requirements issued under: Section 306 of the Clean Air Act; Section 508 of the Clean Water Act; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.

All federally assisted contracts that exceed \$10,000 may be terminated by the federal grantee for noncompliance by Contractor. In projects that are not federally funded, Offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this Solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

If federal grant monies are spent under this contract, Contractor may be asked to provide additional information, disclosures and/or certification in compliance with federal regulations. This additional documentation may pertain to, but is not limited to, the following: federal lobbying (Section 319 of Public Law 101-121), certificate of independent price determination, international shipping, Clean Air Act, Clean Water Act, and debarment/suspension status.



Shonto Governing Board of Education, Inc
Compliance Statement Form

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5. Boycott of Israel:

In accordance with A.R.S. § 35-393, Shonto Governing Board of Education is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.

6. Fingerprint Clearance Card Requirement

A contractor, subcontractor or vendor who is contracted to provide services on a regular basis on District property must obtain a valid fingerprint clearance card pursuant to A.R.S. §41-1758 et. seq. The Superintendent may exempt this requirement a contractor, subcontractor or vendor whom the Superintendent has determined is not likely to have independent access or unsupervised contact with students as part of the contractor’s normal job duties while performing service to a school or SPS. The signer warrants compliance with this law.

_____Signer is to initial here if the business they do with Shonto Governing Board of Education does not include providing services on a regular basis on District property.

7. Small Business

The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

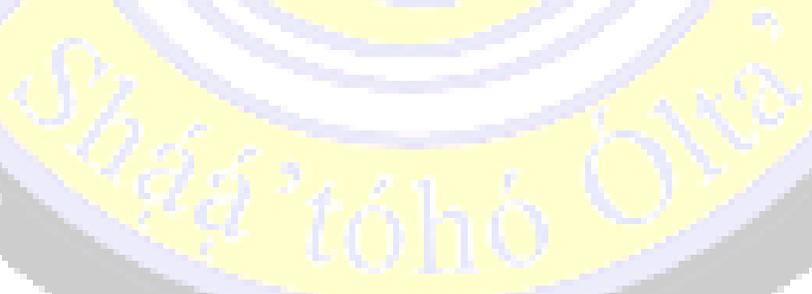
Vendor/Contractor acknowledges that the School District retains the legal right to inspect the papers of any contractor, subcontractor, vendor or employee of same who works on the contract to ensure compliance with the above requirements. The vendor/contractor shall facilitate this inspection process by giving prior notice to their employees and supervisors.

Company Name

Authorized Company Signature

Date

Printed or typed Name above & Title





Shonto Governing Board of Education, Inc

Certification Regarding Lobbying

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Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of submitting Official

Signature

Date

**Shonto Governing Board of Education, Inc**

Disclosure of Lobbying Activities (SF-LLL)

RFP#: **19-16-24**PROJECT: **Comprehensive Legal Services**Page 40
of 46E Hwy 60 & Route 98
Shonto, AZ 86054**INSTRUCTIONS FOR COMPLETION OF SF-LLL**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or Agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other, aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Check this box if not applicable

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352



Shonto Governing Board of Education, Inc

Disclosure of Lobbying Activities (SF-LLL)

RFP#: **19-16-24**

PROJECT: **Comprehensive Legal Services**

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1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan guarantee <input type="checkbox"/> e. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____			7. Federal Program Name/Description CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach continuation sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address (last name, first name, MI): (attach continuation sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), of Member(s) contracted, for payment indicated on item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					



Shonto Governing Board of Education, Inc
Certificate of Independent Price Determination

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PROJECT: **Comprehensive Legal Services**

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Both SPS and the Offeror shall execute this Certificate of Independent Price Determination.

District

Offeror

- A. By submission of this Offer, the Offeror certifies and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this Offer 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;
 - (2) Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.
- B. Each person signing this Offer on behalf of the Offeror certifies that:
- (1) He or she is the person in the Offeror's organization responsible within the organization for the decision as to the prices being Offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the Offeror's organization responsible for the decision as to the prices being Offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Offeror, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Offeror's Authorized Representative

Title

Date

In accepting this Offer, SPS certifies that no representative of the Offering Firm has taken any action which may have jeopardized the independence of the Offer referred to above.

Signature of District's Authorized Representative

Title

Date

Note: Accepting a firm's Offer does not constitute award of the contract.



Shonto Governing Board of Education, Inc

Vendor Payment Form

RFP#: **19-16-24**

PROJECT: **Comprehensive Legal Services**

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ORDER INFORMATION		PAYMENT INFORMATION	
LEGAL NAME OF ORGANIZATION / INDIVIDUAL		LEGAL NAME OF PAYEE	
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 PURCHASE ORDERS		EMAIL ADDRESS FOR ACCOUNTS RECEIVABLE	
WEB ADDRESS		DOES YOUR COMPANY ACCEPT PURCHASE ORDERS? YES NO	

VENDOR ACKNOWLEDGEMENTS - BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT:

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 Shonto Governing Board of Education
5. (SPS) to guarantee contractual awards or agreements to my organization.
6. Updating information contained on this form is solely the duty of my organization.
7. My organization will not provide any product or service without first having in our possession an authorized SPS 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 SPS and that I will have to obtain payment from the individual requestor.
8. My organization will direct all communication regarding SPS Purchase Orders to the SPS Procurement Office.
9. My organization will provide the Purchase Order number on all invoices submitted to SPS. I understand that invoices received without this information will not be paid.
10. My organization will submit all invoices directly to SPS Accounts Payable and not to the requesting department or school.

PRINTED OR TYPED NAME	TITLE
SIGNATURE	DATE



Shonto Governing Board of Education, Inc
Certificate of Insurance (Sample)

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CERTIFICATE OF INSURANCE

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH SPS, 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:
	A	
NAME AND ADDRESS OF INSURED:	COMPANY LETTER	
	B	
	COMPANY LETTER	
	C	
	COMPANY LETTER	
	D	

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

THE SHONTO GOVERNING BOARD OF EDUCATION IS ADDED AS ADDITIONAL INSURED REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO SPS. 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



Shonto Governing Board of Education, Inc

Request for W-9

RFP#: 19-16-24

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Shonto, AZ 86054

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<input type="text"/>	
2 Business name/disregarded entity name, if different from above	
<input type="text"/>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <input type="text"/> Note: 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 not 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. <input type="checkbox"/> Other (see instructions) ▶ <input type="text"/>	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) <input type="text"/> Exemption from FATCA reporting code (if any) <input type="text"/> <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<input type="text"/>	<input type="text"/>
6 City, state, and ZIP code	
<input type="text"/>	
7 List account number(s) here (optional)	
<input type="text"/>	

Part I Taxpayer Identification Number (TIN)

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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<input type="text"/>	<input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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-INT (interest earned or paid)

- 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.

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.

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

SEALED PROPOSAL PACKAGE

Submitted by:	
Address:	
City, State, Zip:	

RFP# 19-16-24 for Comprehensive Legal Services

Due: December 3, 2019 by 11:00 AM (Mountain Standard Time)

Shonto Governing Board of Education, Inc

Attn: PO Box 7900

E Hwy 60 & Route 98

Shonto, AZ 86054

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