	Whiteriver Unified School District, #20 Request for Proposals		959 S. Chief Avenue Whiteriver, AZ 85941
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Release Date:	November 29, 2017
Request for Proposals #:	17-09-22
Material and/or Service:	Audit Services
RFP Due Date:	December 20, 2017
Time:	11:00 A.M., Mountain Standard Time
Final Date to Receive Questions:	December 12, 2017 by Noon.
District Website for Amendments	www.wusd.us
Submittal Location:	Business Office 959 S. Chief Avenue Whiteriver, AZ 85941

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 **Whiteriver Unified School District**, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made. The RFP and any amendments will be posted to www.wusd.us. **If you need directions to our office**, please call (928) 358-5800.

Proposals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Proposals shall not be considered. The official time will be determined by the clock designated by the school district.

Proposals must be submitted in a sealed envelope with the solicitation number and 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.

Seven (7): one Original and Five (5) copies of your response in addition to one (1) electronic copy in the form of a USB Flash Drive are requested by the District.

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

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

Sandie Sedillo

Sandie Sedillo, Business Manager
 (928) 358-5800
SSedillo@wusd.us

November 29, 2017
 Date



Whiteriver Unified School District, #20

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


DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this bid 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>

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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:

1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District.
- 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. **“Person”** means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- K. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- L. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).
- M. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- N. **“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.
- O. **“School District”** means the School District 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 (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the solicitation shall be directed solely to the solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, Page, and paragraph. Do not place the solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.



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- D. Timeliness. Any inquiry shall be submitted as soon as possible and should be submitted at least seven (7) days before the Offer due date and time for review. Failure to do so may result in the inquiry not being answered or considered for a Solicitation Amendment.
- 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.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 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 Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the 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 Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts 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.
- J. Identification of Taxes in Offer. 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 Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).
- M. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 1. Amendments
 - 2. Special Terms and Conditions
 - 3. Uniform General Terms and Conditions
 - 4. Scope of Work/Specifications
 - 5. Attachments
 - 6. Exhibits
 - 7. Special Instructions
 - 8. Uniform Instructions to Offerors
 - 9. Best and Final Offer
 - 10. Vendor's Proposal

4. Submission of Proposal

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the RFP. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. 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.
- 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 data 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 the District 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. All applicable taxes in the Offer will be considered by the School District when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates is the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. § Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District reserves the right to:
1. Waive any minor informality;
 2. Reject any and all offers or portions thereof; or
 3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

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- D. Final acceptance. Final acceptance will be contingent upon the approval of the School District's Governing Board, if applicable.


7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Rea Goklish, Superintendent. A protest of a solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed 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 the district 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 the district 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. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.
- D. If the interested party shows good cause and it is advantageous to the school district, the district representative may consider any protest that is not filed timely.
- E. The district 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 the district representative or hearing officer may refer the protest to the governing board for resolution in accordance with R7-2-1152.

	Whiteriver Unified School District, #20 Uniform General Terms and Conditions		959 S. Chief Avenue Whiteriver, AZ 85941
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1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement 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 Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District.
- 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. **“Materials”** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- I. **“Offer”** means bid, proposal or quotation.
- J. **“Offeror”** means a vendor who responds to a Solicitation.
- K. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- L. **“Services”** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- M. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (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 the School District that executes the Contract.

2. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) § 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:



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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. Vendor's Response.

- 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.

3. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit 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 Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability
- C. Audit. Pursuant to ARS §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District 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.

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- 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.
- 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 the District shall be considered the creator of such Intellectual Property. The District shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the District, 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 the District 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 the District. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the District without the express written authorization of the District.
- 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. The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws. Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.
- 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.

4. **Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.



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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 Offer 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.
4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.

D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District 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.

5. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract 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.

6. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract.



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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 writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

7. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:



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

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

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

G. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

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

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District 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.

8. 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 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.



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- 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.

9. 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 reprocurring 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.

10. Contract Claims

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

11. Gift Policy

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

12. Terrorism Country Divestments

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

13. Boycott of Israel:

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

14. Fingerprint Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. § 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. § 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, the Contractor shall comply with the governing body fingerprinting policies of each school district.



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1. District Representative for Questions

All questions must be emailed to Sandie Sedillo, Business Manager, at SSedillo@wusd.us. Please submit your RFP related questions via email no later than December 12, 2017 by Noon. Answers in the form of an Amendment to all questions accumulated by the deadline will be posted to www.wusd.us.

2. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase. Any contract awarded under this proposal will be conditioned upon the availability of funds.

3. Purpose

Pursuant to provisions of the School District Procurement Rules, Whiteriver Unified School District, hereafter referred to as the District, seeks to a contract with a qualified Certified Public Accountant to conduct an annual audit of financial transactions and accounts kept by or for the District and to complete the Uniform Systems of Financial Records (USFR) Compliance Questionnaire.

4. Proposal Format

Seven (7): One (1) original and five (5) copies and one (1) electronic copy in the form of a USB Flash Drive of the proposal shall be submitted on the forms and in the format as contained in the RFP. All proposals including copies shall contain all descriptive literature, specifications, samples (if requested), references, etc.

5. Contract Type

Fixed Fee

6. Discussions

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the District reserves the option to conduct discussions with those Offerors who submit proposals determined by the District to be reasonably susceptible of being selected for award. If such discussions are held with any or all audit firms, all audit firms will be notified that a best and final offer may be submitted. The best and final offer provides the opportunity for audit firms to revise their proposals, including the fee for the services, based on additional information gathered during the oral discussions. If a best and final offer is not submitted, the previous offer will be construed as the best and final offer.

7. Best and Final Offers

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

8. Billing

Payment will be made after submission of proper invoices received by the Accounts Payable Department. Progress payments will be a percentage of the work completed as per this solicitation. Invoices should be submitted referencing purchase order number, the site, address, and the type of service rendered/supplies purchased. Payment of any invoice shall not preclude the District from making claim for adjustment on any product or service found not to have been in accordance with Terms and Conditions or specifications listed within this solicitation document.

9. Lobbying

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



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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.

10. Evaluation

Representatives of the District will evaluate the proposals and determine which proposals are acceptable for further evaluation and which are not. This process will be separated into two phases. Phase 1 will consist of evaluation and scoring, for mandatory qualifications. For proposals that are deemed acceptable during Phase 1, for further consideration, the District will notify the disqualified, and then evaluate and score according to the evaluation criteria list in this RFP.

11. Evaluation Schedule

The proposals will be initially evaluated during the week of December 20. Award is slated for the next regularly scheduled governing board meeting in January of 2018.

12. Public Record

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

13. HIPAA Compliance

The District requires documentation regarding the Contractor’s HIPAA (Health Insurance Portability and Accountability Act of 1996) compliance status. The Contractor shall complete and sign the District’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.



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1. **Purpose**

Whiteriver Unified School District, hereafter referred to as the District, seeks to a contract with a qualified Certified Public Accountant to conduct an annual audit of financial transactions and accounts kept by or for the District and to complete the Uniform Systems of Financial Records (USFR) Compliance Questionnaire.

2. **Insurance**

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

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming *Whiteriver Unified School District* as an additional insured party. Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

3. **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.

4. **Safety**

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

5. **Fingerprint Requirements**

Fingerprint clearance cards will not be required for this contract since it has been determined that the awarded vendor is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services under this contract.

6. **Relationship of the Parties**

It is understood and agreed that the awarded firm is a separate legal entity from WUSD 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 WUSD. The Supplier 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.

7. **Terms of 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.

8. **Multi-Term Contract**

Per A.A.C. R7-2-1042(A.3.b), it is the intent of the District to award a multi-term contract, beginning during the fiscal year 2016-17, and continuing until June 30, 2018. If all conditions are met during this period of time, this contract can be



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extended, if funding is available, for up to an additional four(4) one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

If the District chooses to exercise a renewal option in an existing contract, the District shall send a letter notifying the audit firm that the District will be renewing the audit contract and a copy of that letter will be submitted to Auditor General's Office. The renewal letter will include the type of audit to be performed, the year(s) for which the contract is being renewed, and the price as stated in the audit firm's original proposal.

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. Contract Award

It is anticipated that a contract under this RFP will be awarded to be a single offer.

10. Award Basis

The successful Offeror(s) will be determined by Evaluation Criteria including but not limited to pricing or other factors therein. Award will not be made based on price alone. Please see the evaluation criteria outlined in this RFP. Any deviation from the general terms and conditions or exceptions shall be described fully and appended to the bid form on the vendor's letterhead over the signature of the person signing the bid form. Such appendages shall be considered part of the vendor's formal offer. For the absence of any statements of deviation or exception, the bid shall be accepted as in strict compliance with all terms and conditions.

11. Evaluation Criteria

A. Mandatory Qualifications:

1. The auditors must be properly licensed certified public accountants or persons working for a licensed certified public accounting firm according to Government Auditing Standards (GAS), 2007 Revision as amended, issued by the Comptroller General of the United States, public accountants and public accounting firms must be licensed on or before December 31, 1970.
2. The audit firm must meet the independence requirements of GAS.
3. The audit firm must not have a record of substandard audit work for the last five (5) years. The District reserves the right to contact the Arizona State Board of Accountancy to verify the audit firm's credentials and the Office of the Auditor General, to verify that the audit firm has not been debarred or suspended or that such audit firm's contracts are not routinely rejected for substandard audits.
4. The audit firm must have an external quality control review performed at least every three (3) years in accordance with GAS. The most recent external quality control review report must be included with the proposal response.
5. The audit firm must meet the continuing education requirements of GAS. Therefore, each auditor responsible for planning, directing, conducting, or reporting on GAS audits should complete at least 80 hours of continuing education every two (2) years. At least 20 hours should be completed in any one (1) year of the 2-year period. At least 24 of the 80 hours of continuing education should be completed in subjects directly related to the government environment, government auditing, or the specific or unique environment in which the District operates.

B. Technical Criteria:

1. The Responsiveness of the proposal in clearly stating an understanding of the Audit Services to be performed, including:
 - a. Comprehensiveness of audit work plan (100 points)
 - b. Realistic time estimates of each major segment of the work plan and the estimated number of hours of each staff level (100 points)
2. Technical experience of the audit firm.
 - a. Auditing Arizona school districts (150 points)
 - b. Auditing computerized systems (50 points)
 - c. Auditing federal programs (100 points)



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3. **Qualifications of Staff**

- a. Qualifications of supervisory staff and of the audit team performing field work. (150 points)
- b. General direction and supervision to be exercised over the audit team by the audit firm's management (100 points)

C. Cost Criteria (250 points)

D. Technical and Cost Criteria – maximum points = 1000 points

12. **Non-Exclusive Contract**

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

13. **Acknowledgement of Amendments**

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror shall acknowledge receipt of all amendments by signing the amendment acknowledgement form of the RFP.

14. **Offeror Required Contract/Agreement**

If your firm is awarded; you will be asked to draw up the contract for submission to the Auditor General for approval prior to any service. The contract will be awarded on the basis of demonstrated competence and qualifications to perform the required services at fair and reasonable compensation. After the audit firm is selected, the Auditor General will review the proposed contract and approve or disapprove it in accordance with Arizona Revised Statutes (A.R.S.) 15-914 (E) and 41-1279.21(A)(4) and Arizona Administrative Code R4-44-117. Only upon approval of the proposed contract by the Auditor General will the contract be signed by the District administrator and the selected audit firm.

15. **Delivery of Services**

Services must be received within time agreed to by the District and the Offeror. The District shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications and instructions in this solicitation.

16. **Local Representative**

Offeror should have a field representative available by email or cell phone to answer questions or concerns.

17. **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 the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

18. **Integrity of Offer**

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

19. **Price Clause**

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



Whiteriver Unified School District, #20
Special Terms and Conditions

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

20. **Deviations to Offer**

Any deviation from the general terms and conditions or exceptions taken shall be described fully on the Attachment Form provided. Deviations and Exceptions must be signed by authorized representative of the company. Such appendages shall be considered part of the Offerors formal Proposal. For the absence of any statements of deviation or exception, the Offer shall be accepted as in strict compliance with all terms and conditions.

21. **Completion Dates**

- A. Audit work may begin as soon as the Auditor General approves the proposed contract and a purchase order is issued. Please provide in your method of approach, the dates you can be on-site for the FY 16-17 audit.
- B. The District hopes to begin an annual initial onsite visit in in April/May 2018. Preliminary draft of the reports should be completed and an exit conference held no later than November 30th of each year.
- C. The final reports should be submitted to the District no later than December 15 of each year.

22. **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 accounting/auditing 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 Whiteriver Unified School District and approved by the Auditor General, prior to the performance of the work.

23. **Progress Payments**

The District will pay a percentage when major milestones are completed.



Whiteriver Unified School District, #20
Scope of Work and Specifications

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1. Purpose


Whiteriver Unified School District is seeking to enter into a contract with a qualified Certified Public Accountant to conduct an annual audit of financial transactions and accounts kept by or for the Whiteriver Unified School District, #20s (District) for the fiscal year ending June 30, 2017 and to complete the Uniform Systems of Financial Records (USFR) Compliance Questionnaire dated August 2017. The District reserves the right to suspend the provisions of the contract for any year in which the District expends less than the qualifying amount of federal awards set forth in the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). In addition, the selected audit firm shall:

- A. Audit the statement of net assets for employee benefits and the related changes in net assets available for benefits, benefit obligations and changes in benefit obligations as well as the following related supplemental schedules.

2. Description of District and Records to be Audited

- A. **General:** Whiteriver Unified School District is a political subdivision of the State of Arizona located in Navajo County. The District consists of approximately 2,236 students. The District operates on a July 1 to June 30 fiscal year. The accounting policies of the District conform to generally accepted accounting principles (GAAP) as adopted by the Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB), as applicable.
- B. **Reporting Entity:** The District is a special-purpose government that is governed by a separately elected governing body. It is legally separate from and fiscally independent of other state and local governments. Furthermore, there are no component units combined with the District for financial statement presentation purposes, and it is not included in any other governmental reporting entity. Consequently, the District’s financial statements present only the activities of those organizational entities for which its elected governing board is financially accountable.
- C. **District Funds:**
The District reports the following governmental and enterprise funds and other fund types:

<u>Governmental</u>	<u>Number of Funds</u>
General Fund	2
Major Fund(s)	5
Non-Major Fund(s)	5
<u>Enterprise</u>	<u>Number of Funds</u>
Major	0
Non-Major Fund(s)	0
<u>Other Fund Types</u>	<u>Number of Funds</u>
Internal Service	0
Agency	0

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D. Federal and State Financial Assistance

Federal Projects	2014-15	2015-16
100-130 ESEA Title I - Helping Disadvantaged Children	\$2,937,426	\$2,473,182
140-150 ESEA Title II - Prof. Development and Technology	\$166,636	\$170,760
160 ESEA Title IV - 21st Century Schools	0	0
170-180 ESEA Title V - Promote Informed Parent Choice	0	0
190 ESEA Title III - Limited English & Immigrant Students	\$72,276	\$11,128
200 ESEA Title VII - Indian Education	\$402,714	\$440,925
210 ESEA Title VI - Flexibility and Accountability	0	0
220 IDEA Part B	\$456,176	\$514,013
230 Johnson-O'Malley	0	0
240 Workforce Investment Act	0	0
250 AEA-Adult Education	0	0
260-270 Vocational Education - Basic Grants	\$50,156	\$54,706
280 ESEA Title X - Homeless Education	0	0
290 Medicaid Reimbursement	\$121,680	\$135,321
374 E-Rate	\$381,225	\$597,764
378 Impact Aid	\$10,895,103	\$7,980,032
Other Federal Projects	\$36,401	\$5,896
Total Federal Project Funds	\$15,519,793	\$12,383,727
State Projects		
Vocational Education	\$20,133	\$31,861
Other State Projects	0	0
Total State Project Funds	0	0

E. Basis of Accounting

- i. The government-wide, proprietary, and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Property taxes are recognized as revenue in the year for which they are levied.
- ii. Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they are due and payable. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.
- iii. All internal service funds of the District follow FASB Statements and Interpretations issued on or before November 30, 1989; Accounting Principles Board Opinions; and Accounting Research Bulletins, unless those pronouncements conflict with GASB pronouncements.



Whiteriver Unified School District, #20

Scope of Work and Specifications

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F. Budgeting and Budgetary Control

- i. The District adopts an annual operating budget for expenditures for all governmental fund types on essentially the same modified accrual basis of accounting used to record actual expenditures. The Governing Board presents a proposed budget to the Superintendent of Public Instruction and County School Office by July 5. The Governing Board legally adopts the final budget by July 15, after a public hearing has been held. Once adopted, the budget can be increased or decreased only for specific reasons set forth in A.R.S.
- ii. Budgetary control over expenditures is exercised at the fund level. However, the General Fund is budgeted within 5 subsections, any of which may be over-expended with the prior approval of the Governing Board at a public meeting, providing the expenditures for all subsections do not exceed the General Fund’s total budget.
- iii. Encumbrance accounting, under which purchase orders, contracts, and other commitments to expend monies are recorded to reserve that portion of the applicable fund balance, is not employed by the District during the year. However, at year-end the County School Office must encumber in the General, District Additional Assistance, and Adjacent Ways Funds the amounts necessary and available to pay liabilities outstanding for goods or services received but unpaid at June 30. Warrants may be drawn against the encumbered amounts for 60 days immediately following the close of the fiscal year. After 60 days, the remaining encumbered balances lapse and any cash balances remaining in these funds are used to reduce District taxes for the next budget year.

G. Deposit of District Monies

- i. In accordance with A.R.S. §15-341(A)(20), the District deposits with the County Treasurer all monies received, except student activities monies (A.R.S. §15-1122); auxiliary operations monies (A.R.S. §15-1126); monies withheld or received from employees, former employees board members, and other persons for insurance programs (A.R.S. §15-1223); and grants and gifts to teachers (A.R.S. §15-1224). The County School Office (or school districts that have assumed accounting responsibility in accordance with A.R.S. §15-914.01) draws warrants on funds on deposit with the County Treasurer upon presentation of a voucher by the District Governing Board to expend District monies on deposit with the County Treasurer.
- ii. In addition to maintaining funds on deposit with the County Treasurer, the District maintains several bank accounts in accordance with A.R.S. Following is a list of all bank accounts maintained by the District.

Bank Account Name	Bank Name	Location
District Insurance Fund Account	Wells Fargo	Whiteriver, AZ
Miscellaneous Receipts Clearing Account	Wells Fargo	Whiteriver, AZ
Food Service Fund Clearing Account	Wells Fargo	Whiteriver, AZ
Auxiliary Operations Fund Account	Wells Fargo	Whiteriver, AZ
Maintenance and Operations Revolving Fund	Wells Fargo	Whiteriver, AZ
Student Activities Fund Account	Wells Fargo	Whiteriver, AZ
Payroll Clearing Account	Chase Bank	Whiteriver, AZ
AZ State Withholding Account	Chase Bank	Whiteriver, AZ
Federal Withholding Account	Chase Bank	Whiteriver, AZ

H. Magnitude of Financial Activity

- i. The District’s total expenditures budgeted for the years ended June 30, 2015, and June 30, 2016, were \$53,941,784 and \$57,013,139 respectively.
- ii. The District has approximately 307 employees with the gross payroll expenditure of \$17,447,044 for the year ended June 30, 2016.
- iii. Annual budgets, annual financial reports, and financial statements for the year(s) ended June 30, 2016, will be sent to interested, qualified audit firms upon request, or may be examined at the District office.
- iv. The following are selected elements of revenues and expenditures for those fiscal years:



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Budgeted Revenues	Year Ended June 30, 2015	Year Ended June 30, 2016
State Aid	\$10,393,425	\$11,162,907
Federal Revenue	\$1,523,328	\$1,873,330
Other Sources	\$681,577	\$666,645

Budgeted Expenditures	Year Ended June 30, 2015	Year Ended June 30, 2016
General Fund	\$11,526,858	\$11,937,553
Unrestricted Capital Outlay Fund	\$9,033,761	\$9,119,537
Federal Projects Funds	\$25,590,000	\$27,842,000
State Projects Funds	\$32,000	\$35,000
Debt Service Funds	\$2,500,000	\$2,500,000
Other Governmental Funds		
Proprietary Funds		
Capital Assets		

I. Miscellaneous

- i. Last audit report dated 2015 issued by Dobridge and Company, P.L.
- ii. There was a Cash Receipts finding, along with other minor issues.
- iii. Financial Consultants used FY 14-15 and during 15-16 were: PGPC, Inc.

J. Uniform System of Financial Records (USFR)

A.R.S. §15-271 requires the Auditor General in conjunction with the Arizona Department of Education (ADE) to prescribe a uniform system of financial records for use by school districts. This system has been established in the Uniform System of Financial Records accounting manual.


The USFR includes a Chart of Accounts that provides for the establishment of a complete accounting system. The Chart complies with U.S. generally accepted accounting principles, and meets the requirements of the U.S. Department of Education’s account classifications and A.R.S. The account codes and titles listed in the chart must be used by the District.

The USFR also provides comprehensive accounting procedures for accounting records, cash, supplies inventory, property control, revenues, expenditures, payroll, travel, and state and federal financial assistance.

3. ASBO and GFOA Certificates of Excellence:

The District may apply in the future annually for two certificates of excellence for their comprehensive annual financial report. The Association of School Business Official’s (ASBO) Certificate of Excellence in Financial Reporting for School Districts and the Government Finance Officer’s Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting. The report must be completed and submitted to both associations by December 31st of each year. The schedules, statements and other data required to be prepared and typed by the CPA firm should comply with GAAP and GASB Financial Reporting Guidelines, and include the following:

- Table of Contents
- Introductory Section
- Financial Section
 - Independent Auditor’s Report

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- Management’s Discussion and Analysis
- Basic Financial Statements
- Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual
- Combining and Individual Fund Financial Statements and Schedules
- Statistical Section

The CPA firm will be required to prepare their documents following the specifications required by the ASBO and GFOA Programs and will be required to coordinate the preparation of the comprehensive annual financial report to ensure its completeness, accuracy and timely submission

4. Report Review, Timing, and Number of Copies

Following completion of draft reports, the audit firm must submit five (5) copies of the audit reports, management letter, and the USFR Compliance Questionnaire to the audit liaison Sandie Sedillo, Business Manager, for review.

Upon completion of the final reports, the audit firm must provide ten (10) bound paper copies and one electronic copy of the audit reports, management letter, and USFR Compliance Questionnaire to the District. The electronic copies shall be in PDF format. The audit firm must also provide the electronic copies of the audit reports, management letter, and USFR Compliance Questionnaire to the Office of the Auditor General, Accounting Services Division and ADE’s Grant Management Division.

Additionally, the audit firm must submit one copy of the audit reporting package and data collection form to the Federal Audit Clearinghouse and provide one copy of the audit reporting package to other pass-through entities when the schedule of findings and questioned costs discloses audit findings related to federal awards that the pass-through entities provided or the summary schedule of prior audit findings reports on the status of prior findings related to federal awards that the pass-through entities provided.

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

A.R.S. §§15-914(E) and 41-1279.21(A)(4) require the Auditor General to ensure that completed audits are conducted in accordance with U.S. generally accepted auditing standards, GAS, OMB Circular A-133, and the minimum audit and reporting standards prescribed by the Auditor General. **An audit will not be accepted as meeting the requirements of this section until it has been approved by the Auditor General.**

5. Exit Conference Requirements

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

6. Audit Documentation

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



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PROPOSAL FORMAT – MINIMUM REQUIREMENTS

Seven (7) sets of your response are requested. One (1) original and five (5) copies of each proposal in addition to one (1) electronic copy in the form of a USB Flash Drive should be submitted. Whiteriver Unified School District 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. The proposal should conform to the format specified below and include, but not be limited to the following:

Tab 1: General Information

- A. Provide a signed letter of interest stating the firms' interest and a brief understanding of the work to be performed.
- B. Provide a statement signed by the authorized individual indicating the full and complete understanding of the requirements and scope of work detailed within the RFP and the ability of the firm to comply with all terms, requirements, and conditions of resultant contract.
- C. A positive commitment to perform the service within the time period specified. Include a project schedule for the first 18 months with major benchmarks noted. Include the actual date of your first visit.
- D. Provide a statement that discloses if there are any legal claims against the Firm pending, current or during the past five years.
- E. Have any complaints been filed against your firm with the Arizona State Board of Accountancy during the past five years?
- F. Provide a statement that discloses if there are any Professional Liability/Errors and Omissions claims against the Firm pending, current or during the past five years. If yes, are they resolved?
- G. The names of persons authorized to represent the audit firm, their titles, addresses, and telephone numbers.
- H. Please make reference to a sealed envelope that contains the all-inclusive fee for which the audit work will be done. The fee amount should not be divulged elsewhere in the proposal.

Tab 2: Audit Firm Profile/Qualifications/Experience

- A. A statement of the audit firm's expertise in: 1) financial audits of Arizona school districts, 2) financial audits of governments, and 3) audits of computerized systems, and 4) audits of federal programs.
- B. Offeror shall provide a description of the audit firm and Resume details only for the Team to be assigned to Whiteriver Unified School District. Staff named in the proposal may not be substituted without permission of the District. Resumes should including relevant experience and continuing education of the auditor in charge up to the individual with final responsibility for the audit for Whiteriver Unified School District.

Tab 3: Audit Firm's Method of Approach to the Audit

- A. Offeror shall provide, in detail, the overall scope, function, and benefits of the Audit Firm.
 - i. A work plan detailing the approach the audit firm intends to follow. The audit work plan should completely cover what audit work will be accomplished to allow the audit firm to render the reports described in this RFP
 - ii. The audit timeline plan should detail how the audit firm plans to meet the time constraints and reporting deadline requirements specified in this RFP.
 - iii. A plan for organizing and staffing the audit, with an estimate of time each staff member will devote to the audit.
 - iv. The name of the software your firm uses in the audit process.



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- v. The requested information that your firm would require prior to the first visit.

Tab 4: Cost

The submitting firm shall provide a complete and detailed section on pricing and the pricing structure offered for the solution proposed. This shall be submitted in a sealed-envelope.

Tab 5: Supplemental Forms

- A. Completed Offer and Acceptance Attachment
- B. Completed Familial Relationship Disclosure Attachment
- C. Completed Deviations and Exceptions Attachment
- D. Provide a Certificate of Insurance form similar to the sample
- E. Confidentiality/Proprietary Information Attachment
- F. Completed Non-Collusion Affidavit and Amendment Acknowledgement Attachment
- G. Compliance Statement
- H. Vendor Payment Attachment
- I. I.R.S. W-9 Form, <https://www.irs.gov/pub/irs-pdf/fw9.pdf>



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References

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Bidder shall list 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 Survey

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Subject: Reference for _____

Return to the Attention: Sandie Sedillo, Business Manager

Name of Client responding to Survey: _____

Organization Representative: _____

Contact Phone for any follow-up: _____

To Whom It May Concern:

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

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

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner. Audits completed have met deadlines required by your District.	(1-10)	
2	Were you completely satisfied with the level and quality of service?	(1-10)	
3	Satisfaction with the request for answers to questions during the year.	(1-10)	
4	Participation and assistance when "issues" arise. Ability to help resolve problems.	(1-10)	
5	Looking back, what is overall satisfaction?	(1-10)	
6	Please rate the firm's ability to take a "teachable moment".	(1-10)	
7	Did the Audit feel rushed; did you have enough time to respond to requests for data?	(1-10)	
8	Was your Audit Team stable throughout the contract period?	(1-10)	
9	Did the Firm provide value added services with satisfaction of the district?	(1-10)	
10	Did the Audit Firm meet all your expectations?	(1-10)	

TOTAL 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 SSedillo@wusd.us no later than December 20, 2017 at Noon.

Signature

Date

Printed Name

Title



Whiteriver Unified School District, #20

Pricing/Cost Submittal

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No further compensation or reimbursement for any purpose will be paid by the District unless prior agreement for same is reached with the district and such agreement is in writing.

Fiscal Year Ending	Audit of			ASBO and GFOA Certificates of Excellence Reports	Total
	Financial Statements	CAFR	Federal Programs		
June 30, 2017	\$	\$	\$	\$	\$
June 30, 2018	\$	\$	\$	\$	\$
June 30, 2019	\$	\$	\$	\$	\$
June 30, 2020	\$	\$	\$	\$	\$
June 30, 2021	\$	\$	\$	\$	\$
				Total	

Company Name

Authorized Company Signature

Date

Printed or typed Name above & Title



Whiteriver Unified School District, #20

Offer and Acceptance Form

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Proposal, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

DUNS _____

Fax: _____

Tax Rate: _____ %

E-Mail: _____

Company Name

Signature of Person Authorized to Sign Proposal

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

By signature in the Offer section above, the 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 Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. § 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the District 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 Proposal as accepted by the School District.

This contract shall henceforth be referred to as Contract No. 17-09-22 Audit Services

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

Awarded this _____ day of _____ 20_____

Authorized Signature



Whiteriver Unified School District, #20

No Response

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If you do not wish to respond to this solicitation, please provide written notification of your decision by email via email SSedillo@wusd.us or mail to the District.

I am submitting a "No Response" at this time.

Name of Company

Date Signed

Authorized Signature / Local Rep

Phone & Fax No.

Print Name/Company Position

Mailing Address

Email Address

City, State, Zip

**Please return this completed form by
mail to:**

**Whiteriver Unified School District
Business Office**

959 S. Chief Avenue
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Whiteriver Unified School District, #20

Familial Relationship Disclosure

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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 Whiteriver Unified School District or any employee of the Whiteriver Unified School District:

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 the District, Administrators of the Whiteriver Unified School District or any employee of Whiteriver Unified School District. If such a relationship exists, please explain:

Employee of Firm	Whiteriver Unified School District Connection	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 _____



Whiteriver Unified School District, #20

Deviations and Exceptions

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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



Whiteriver Unified School District, #20

Confidential and/or Proprietary

RFP: 17-09-22
PROJECT: **Audit Services**

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959 S. Chief Avenue
Whiteriver, AZ 85941

Confidential / Proprietary Submittals (mark one):

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

_____ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary. Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. The District will be the final judge if material will be accepted as confidential or not. Request to deem the entire offer or price as confidential will not be a consideration. Put the confidential material in a separate envelope. Complete description of the material to be considered confidential, the page number, paragraph and other identifiable information must be submitted below. Page number (s), paragraph, and description:

Place this document on the outside of the envelope. If the District agrees, it will be kept confidential. If they do not, the District will notify you and you may pick up the material as it will not be used in your evaluation or you will be given the opportunity to withdraw your request to keep the material confidential.

Firm

Authorized Signature

Date



Whiteriver Unified School District, #20
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

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 the District’s **RFP # 17-09-22** 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 bidder 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 bidder.

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.



Whiteriver Unified School District, #20
Compliance Form

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Vendors/Contractors requesting to do business with Whiteriver Unified School District and accepting a purchase order for supplies 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. Federal Immigration and Nationality Act

By applying for a Vendor Application Form or a Vendor Number to do business with Whiteriver Unified School District 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 the District Procurement Officer upon request.

2. Terrorism Country Divestments

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

3. 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 Governing Board may exempt this requirement a contractor, subcontractor or vendor whom the District 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 the district. The signer warrants compliance with this law.

_____ Signer is to initial here if the business they do with Whiteriver Unified School District does not include providing services on a regular basis on District property.

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



Whiteriver Unified School District, #20

Certificate of Insurance

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CERTIFICATE OF INSURANCE

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

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

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY: PER PERSON \$1,000,000.00 EACH OCCURRENCE \$2,000,000.00 PROPERTY DAMAGE \$1,000,000.00 OR BODILY INJURY AND PROPERTY DAMAGE \$1,000,000.00 COMBINED		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 WHITERIVER UNIFIED SCHOOL DISTRICT IS ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE DISTRICT. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____ _____ AUTHORIZED REPRESENTATIVE
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Whiteriver Unified School District, #20

Request for W-9

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959 S. Chief Avenue
Whiteriver, AZ 85941

Form W-9
(Rev. November 2017)
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.

Form fields 1-7: Name, Business name, Tax classification, Exemptions, Address, City, ZIP code, List account number(s).

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.

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Company Name:	
Address:	
City, State, Zip:	

RFP # **17-09-22 Audit Services**

Due Date: December 20, 2017 by 11:00 A.M.

Whiteriver Unified School District, #20
Attn: **Sandie Sedillo, Business Manager**
Business Office
959 S. Chief Avenue
Whiteriver, AZ 85941

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