

Camp Verde Unified School District NOTICE OF SEALED BID

Invitation for SEALED BID

SEALED BID NUMBER: 2019-2020-OTCV28
MATERIAL OR SERVICE: OCCUPATIONAL THERAPY
BID DUE DATE: May 16, 2019
TIME: 12:00 PM MST.
BID SUBMITTAL LOCATION: Camp Verde Unified School District
District Office
410 Camp Lincoln
Camp Verde, AZ 86322
BID OPENING DATE: May 16, 2019
TIME: 12:30 PM MST
LOCATION: CVUSD, District Office
410 Camp Lincoln, Camp Verde, AZ
PROCUREMENT CONTACT: Danny Howe, Administrator in Charge and/or Jocelyn Alvey, Special Education Coordinator
TELEPHONE NUMBER: 928-567-8071

In accordance with the School District Procurement Rules prescribed by the State Board of Education pursuant to Arizona Revised Statutes 15-213, **Formal Sealed Bids** for the following service will be received by Camp Verde Unified School District No. 28 at 410 Camp Lincoln Road, Camp Verde, AZ 86322 by the time and date as described Above.

The Bid will cover Occupational Therapy services for the District as outlined on the Quotation Sheet of the Bid document.

Bid Submission

In order for a Bid to be considered responsive the Quotation Sheet must be returned in a sealed envelope clearly marked “Formal Sealed Bid for Occupational Therapy Services Bid No. 2019-2020-OTCV28” to the Camp Verde Unified School District No. 28, 410 Camp Lincoln Road, Camp Verde, AZ 86322. The Bid must be received on or before Thursday, May 16, 2019 at 12:00 pm MST to be considered. The District is not responsible for late deliveries by the Post Office, UPS, Federal Express or any other carriers the bidder may choose to use. Any bids received after the posted time will be returned unopened. The District will not accept Bids by telephone, facsimile, telegraph or E-mail.

The district will not be responsible for those bids submitted that are not marked appropriately and /or sent to the wrong address. All Sealed Bids must be completed in ink or typewritten. Questions must be addressed to the Procurement Contact listed above. Bids are irrevocable after opening for a period of 90 days (A.A.C.R7-2-111(E)). Bids will be awarded by Project to the lowest Responsive, Responsible bidder for that Project. The Governing Board reserves the right to cancel solicitations for individual Project(s) bid(s) or reject them if it is deemed advantageous to the district. After the bid award, all information regarding bid and all findings and other information considered in determining the bid award shall be available for public inspection (A.R.S. 15-213 (B) (supp.2000).

Bid Opening

Bids will be opened immediately following the closing or within the half hour.

Award

The Special Education Director will make a review of the bids to determine whether the bidder is responsive and responsible, with a recommendation to the Board for final award. The Bid will be awarded at the next regularly scheduled Board meeting in July. After Bid award by the governing board, all Bids will be available for public inspection.

Right to Reject

The District reserves the right to reject any or all Bids submitted if it is advantageous to the District.

Form of Contract

The form of contract for this purchase will be a properly issued purchase order referencing the requirements of this Request for Proposals. If a firm submitting a proposal requires that an additional contract be signed by the District, a copy of the proposed contract must be included with the proposal.

Proposed offeror contract documents will be reviewed by the District Office. An offeror's contract document shall not become part of the purchase contract unless and until it is signed by an authorized representative of the District. The District's contract documents shall govern in event of conflict with the terms of an offeror's contract. No contract exists on the part of the School District until a written purchase order is issued. Issuance of a purchase order will be considered sufficient notice of acceptance of contract. The Contract may be modified only through a written Contract Amendment agreed to and signed by both parties. Contract may be terminated for lack of funds.

District Assistance

District officials will be available to assist firms by providing information, documentation, and explanations as required. Danny Howe, Administrator in Charge or Steve Hicks, Business Director and/or Jocelyn Alvey, Special Education Coordinator will be the liaison between the district and the bidder. Bid protests must be submitted to Danny Howe, Administrator in Charge.

Refer any questions regarding this Formal Sealed Bid to:

Jocelyn Alvey, Special Education Coordinator
Camp Verde Unified School District
410 Camp Lincoln Rd.
Camp Verde, Arizona 86322
Work Number (928) 567-8071
Fax Number (928) 567-8077

Bidders who wish to submit their bid in person are advised to allow themselves ample time to submit their Sealed Bid at the above address.

THIS BID IS OFFERED BY:

Firm/Person _____

Address _____

City _____ **State** _____ **Zip** _____

Phone Number _____

Signature _____

Title _____

Issue Date _____

I. INSTRUCTIONS TO OFFERORS

- A. Directions for Submitting Competitive Sealed Bid** Offerory must submit **one original and three copies** of their Sealed Bid and supporting information at the time and place indicated on page one of this document.

Offerors shall sign the District Sealed Bid. If this document is not properly signed, the Sealed Bid may be considered non-responsive.

Telephoned, telegraphed, emailed, or faxed Sealed Bid is not acceptable.

In the event that no Sealed Bid is to be submitted, please advise the Camp Verde Unified School District, District Office, whether or not further requests for similar Sealed Bid are desired. Any vendor not responding to two (2) consecutive Requests for Sealed Bid for similar procurements may be removed from the Vendor's List for those items.

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.

The submission of a Sealed Bid shall indicate that the offerors has read the terms and conditions, understands the requirements and that the offerors can supply the required personnel, equipment and services.

Offerory Certification By submission of this Sealed Bid, the offeror certifies that: (1) the offeror has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract; (2) the prices/fees in this Sealed Bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other offeror.

In accordance with A.R.S. 35-397, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan.

In accordance with A.R.S. 35-397, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Iran.

The offeror complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

The offer or shall comply with fingerprinting requirements in accordance with ARS 15-512 unless otherwise exempted.

Pursuant to this bid award, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be present.

- B. Offeror's Responsibility** It shall be the offeror's responsibility to ensure compliance with this Sealed Bid to include completion of all information as requested, inclusion of descriptive literature as required, compliance with all general conditions, provision of samples for evaluation within the specified time frame, and any other information or service which may be required for proper evaluation of Sealed Bid response. Failure to comply with any requirement of this Sealed Bid may result in rejection of Sealed Bid response.

- C. Form of Contract** Bid response and written purchase order will constitute the contract. A copy of any vendor proposed contract must be included with the Sealed Bid. Proposed offer or contract documents will be reviewed by the District counsel prior to the district acceptance. No contract exists on the part of the school district until a written purchase order is issued. The Contract may be modified only through a written Contract Amendment agreed to and signed by both parties.
- E. Withdrawal of Sealed Bid** Any Sealed Bid may be withdrawn by the offeror at any time prior to the date and time set for the Sealed Bid opening. After the date and time set for Sealed Bid opening, no Sealed Bid may be withdrawn for a period of ninety (90) days, except as allowed in R7-2-1030.
- F. General Information** Any formal written protest arising from the solicitation and/or award of this Sealed Bid shall be filed with Montie Morris, the District Representative. Written protests relating to the initial solicitation must be filed with the District Representative prior to Sealed Bid opening. All other protests must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. Contact with the District Representative may be made at (928) 567-8002 for the information required in the filing of a formal written protest pursuant to State Board of Education School District Procurement Rule R7-2-1142. Arizona Department of Education School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195) can be found at www.sosaz.com/public_services/.

This Sealed Bid is issued in accordance with the requirements of the Arizona Department of Education School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195). Any contract awarded as a result of this Sealed Bid shall be governed by said rules.

The District reserves the right to accept or reject any Sealed Bid, or any part thereof, unless specified otherwise, and to waive any minor informality in any Sealed Bid deemed by us to be in the best interest of the District.

The successful offeror(s) shall be prepared to enter into a contract with the District within ten (10) days after notice of intent to award.

The successful offeror shall be responsible for all permits, fees or charges necessary and incidental to the lawful conduct of its business. The successful offeror shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the provision of services under the contract.

The Scope of Work and specific requirements are attached. For each specific requirement, indicate if your Sealed Bid complies or how it deviates. Offerors are strongly encouraged to be specific in describing their services and supplemental information may be attached. Each supplemental entry must reference the section or specific requirement to which it applies.

In the event of a conflict in the provisions of the contract as accepted by the District, the following order of precedence shall prevail: (1) Special Terms and Conditions, (2) Standard Terms and Conditions, (3) Specifications or Scope of Work, (4) Attachments and Exhibits, (5) Documents referenced or included in the solicitation.

CONTRACTOR'S EMPLOYMENT ELIGIBILITY

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

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

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

FINGERPRINT & BACKGROUND CHECKS

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with ARS 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

INDEPENDENT CONTRACTOR The District requires fingerprints for Independent Contractors who provide services to students. In addition, all Independent Contractors who are self-employed shall complete and sign an Independent Contractor Agreement and Insurance Waiver. Proof of fingerprinting and the signed Waiver form must be received by the Purchasing Department prior to the issuance of a purchase order.

Vendor Employees Pursuant to this bid award, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

II. EVALUATION AND AWARD

A. Evaluation and Award The District will evaluate the bids to determine the lowest responsible and responsive bidder. A "responsible" bidder is one "who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance." A.A.C.R7-2-1001(75). The District intends to contract with the qualified firm(s) and/or individual(s) who's Sealed Bid are deemed most advantageous to the District. However, only those Sealed Bids determined to meet all of the requirements of the Sealed Bid will be given consideration.

Determination of "responsibility" will be evaluated by the following list of factors:

1. Sufficient funds and resources to finish the contract;
2. The ability to meet delivery deadlines;
3. A satisfactory record of performance and integrity;
4. Necessary products, technical equipment, and facilitates to complete performance;
5. Necessary organizational experience and technical skills or the ability to obtain them;
6. A bid in the competitive price range;

7. A bid that meets delivery, quality, and price requirements;
8. This is the usual field in which the bidder competes;
9. Arrives at contract price independently.

“Responsive” bidder is a bidder” who submits a bid which conforms in all material respects to the invitation for bids.

Responsiveness to this Sealed Bid and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of CVUSD, and the District’s decision shall be final.

Pursuant to R7-2-1031 D of the Arizona Department of School District Procurement rules, if all bids exceed available monies as certified by the school district, and the low responsive and responsible bid does not exceed such monies by more than 5%, the school district may negotiate an adjustment of the bid price, including changes in the bid requirements with the low responsive and responsible bidder, to bring the bid within the amount of available monies.

B. Sealed Bid Content and Evaluation Criteria When preparing your Sealed Bid, respond to each of the following Sealed Bid content and evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences and provide any requested materials:

1. Qualifications, Demonstrated Competence and Relevant Experience

- a. A statement of the firm’s experience and qualifications to meet the requirements of CVUSD as outlined herein. Include a general overview and history of your company, number of years in business, number of employees, and where you do business.
- b. Detail your firm’s experience in providing the services requested herein for similar customers including school district’s or municipalities of similar size, with dates of performance and/or completion, customer name, contact person, and telephone number(s). By providing such references you agree that neither CVUSD nor the clients referenced shall have any liability regarding the provision of such references or CVUSD’s use of such references in making selections under this Sealed Bid.
- c. Is your company currently involved in arbitration and/or litigation for any reason? If so, please elaborate.
- d. Has your company, or any of your proposed sub-contractors, ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.
- e. Identify any of the work that you intend to sub-contract to others and identify the proposed sub-contractors including names, specific assignments, and the qualifications of the sub-contracting firm and its key personnel.
- f. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related to or helpful to the services requested herein. Specifically, please describe any services not covered in this Sealed Bid that you believe may be of particular value to the District.

2. Proposed Approach to Project

- a. A general description of the proposed approach to the project as it relates to the project scope of services.

3. Proposed Fees

Proposed fees must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, and related costs. Costs not listed in your Sealed Bid will not be allowed.

4. Other Required Information

If the offeror takes exception to any term or condition set forth in this Sealed Bid, said exceptions must be clearly identified in your Sealed Bid. **Exceptions or deviations to any of the terms and conditions must not be added to the Sealed Bid pages but must be submitted in a separate document accompanying offeror's Sealed Bid identified as "Exceptions."** Such exceptions shall be considered in the evaluation and the award processes. The District shall be the sole determiner of the acceptability of any exception.

III. SPECIAL TERMS AND CONDITIONS FOR SEALED BID

SCOPE OF WORK Bid# 2019-2020-OTCV28

The undersigned proposes to furnish contract Occupational Therapy services for the Camp Verde Unified School District as described below.

Please include background information, license #, philosophy and references.

The bid is for speech and language therapy services and evaluations of students. These services will include but is not limited to, at a minimum, the following activities to be performed by the speech and language therapist:

- ✓ Screening and evaluation of students referred by the multidisciplinary evaluation teams at school site.
 - a. Written evaluations are to be completed based upon assessments.
 - b. Consultation will be provided to staff and parents regarding screening and evaluation results.
- ✓ Planning and implementation of speech and language therapy programs that are based on the findings of the assessments and that support educational goals as outlined in the Individual Education Plan (IEP).
- ✓ Write appropriate supportive data and maintain records as required
 - a. Including, at a minimum, reports on goals, progress reports, written program descriptions and medicaid reimbursement requirements.
- ✓ Participation as a member of the Individual Education Plan (IEP) team in placement, monitoring progress, planning programs, and resolving problems and educational issues.

The successful offeror shall be responsible for all permits, fees or charges necessary and incidental to the lawful conduct of its business. The successful offeror shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the provision of services under the contract.

A. Firm and User's Information

Length of time your firm has been in business, (in Arizona, if applicable) _____

Length of time your firm has been providing the services offered. _____

Indicate telephone number _____ Fax Number _____

Web Site if applicable _____ E-Mail _____

Name of contact person for calls _____

All vendors must include a list of customers who have used the services the vendor has bid:

(Please list preferably Arizona firms, addresses, contact persons and telephone numbers)

B. Evaluation Criteria and Offeror Checklist The Camp Unified School District shall evaluate all offers and award a contract to the qualified firm(s) and/or individuals(s) whose Sealed Bid is deemed to be most advantageous to the District.

The following section will be used as an evaluation tool for award. Please use as a checklist to ensure your compliance to requested needs.

Firm/Person _____

	<u>Yes</u>	<u>No</u>
1. Prices/Fees indicated as requested	<input type="checkbox"/>	<input type="checkbox"/>
2. Information provided as requested in spaces indicated	<input type="checkbox"/>	<input type="checkbox"/>
4. Descriptive literature, if applicable is enclosed	<input type="checkbox"/>	<input type="checkbox"/>
5. Delivery of product or services will be made as required after receipt of Purchase Order	<input type="checkbox"/>	<input type="checkbox"/>
6. Page one of Sealed Bid document is properly signed	<input type="checkbox"/>	<input type="checkbox"/>
7. Compliance to all Offeror Certification requirements as listed on page 2, Section B of this Sealed Bid	<input type="checkbox"/>	<input type="checkbox"/>

All Sealed Bid shall be open for public inspection after contract award, except to the extent the offeror designates, and the District concurs, that trade secrets or other proprietary data contained in the Sealed Bid documents remain confidential.

C. Change Order A change order that increases the contract price by more than 5% or \$15,000, whichever is greater, may be executed only after the governing board makes a written determination that the change order, and thus an increase in contract price, is advantageous to the district.

D. Compensation and Method of Payment Contractor will be compensated only for work properly approved in advance by the using school or department.

All Sealed Bid shall include a schedule of fees associated with providing the services offered. The successful offeror shall be compensated for services properly rendered in accordance with the schedule of fees. Payment shall be made from detailed invoices, in forms acceptable to the District.

IV. STANDARD TERMS AND CONDITIONS

- A. Governing Law** This Contract shall be governed by the Auditor General, and District and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the State. The law of the State of Arizona shall govern this Contract. Suits pertaining to this Contract may be brought only in the courts of the State of Arizona. In addition, the Arizona Department of Education School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195) shall govern this Contract.
- B. Indemnification** The Contractor agrees to indemnify, defend, and save harmless the District, its Governing Board, administrators, appointed boards, and commissions, officials, employees and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorney's fee, or actions of any kind and nature resulting from personal injury to any person (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the Contractor's negligent acts, errors, omissions or performance of the work to be performed under the terms of the contract. The amount and type of insurance coverage requirements set forth will in no way be construed as limiting the scope of indemnity in this paragraph.
- C. Conflict of Interest** All parties hereby are put on notice that this Contract is subject to termination if any District employee or Governing Board Member has substantial interest in the firm and/or services and has not followed State and District rules governing orders in such interest. Contractor must further certify that they have not paid or agreed to pay any person, other than a bona fide employee a fee or brokerage resulting from the award of this Contract.
- D. Non-Discrimination** Camp Verde Unified School District does not discriminate on the basis of race, color, national origin, sex, sexual orientation, age, religion, or disability in admission or access to, or treatment or employment in, its educational programs or activities. Inquires concerning Title VI, Title VII, Title IX, Section 504, and Americans with Disabilities Act may be referred to EEO Compliance Officer, 1010 East 10th Street, Building A, Room #30, Tucson, Arizona 85719, (520) 225-6442, or to the Office for Civil Rights, U.S. Department of Education, 1244 Speer Boulevard, Denver, Colorado 80204. During performance of this Contract the Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, sexual orientation, age, religion, or disability. Contractor agrees that all individuals eligible to receive services under this Contract will have equal access to those services regardless of race, color, national origin, sex, sexual orientation, age, religion, or disability.
- E. Termination** This Contract may be terminated by either party to the Contract prior to the expiration date upon sixty (60) days written notice to the other party. Termination of this Contract shall not relieve the Contractor of responsibility for the satisfactory completion of all work in progress at the time of notice.
- F. Assignment** It is mutually understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, or their right, title or interest therein, or power to execute such Contract to any other person, company or corporation without the prior written consent of the District.
- G. Compliance with Applicable Law** Contractor agrees to comply with all federal, state, county and local laws ordinances and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all regulations and administrative rules established pursuant to those laws.
- H. Independent Contractor Status** The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of the District for any purpose, and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that the District provides for its employees.

- I. **Severability** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- J. **Insurance** If applicable, Contractor shall secure at its own expense and keep in effect during the term of this Contract Workers' Compensation Insurance for all the Contractor's employees engaged in work under this Contract and comprehensive general liability insurance, to include automobile and professional liability, providing limits of not less than \$1,000,000 per occurrence. The District shall be named on the Contractor's liability policy as an additional insured. Evidence of the insurance coverage specified above shall be by means of Certificates of Insurance giving the District thirty (30) days notice of cancellation or material change in policy. It is understood and agreed that the successful vendor shall provide the Certificates of Insurance and other required documents, and commence the contract services within ten (10) days of notice of award from the District (see Special Terms and Conditions for other applicable insurance requirements).
- K. **Notices and Representations** All notices, certificates or communications shall be delivered or mailed postage prepaid to the parties of their respective places of business as identified in the signature block of this Contract, unless otherwise designated in writing. Copies of such correspondence shall also be sent all other Contract signatories.
- L. **Vendor Employees** Pursuant to this bid award, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

V. SCHEDULE OF FEES
(See Section II of Sealed Bid)

Using the format listed below, please provide a schedule of fees for the services offered in response to this Sealed Bid. Provide all costs associated with providing the services, as specified in this Sealed Bid.

Services for the following grade levels are included in this bid:

Preschool _____ Kindergarten – 5th grade _____ 6th – 8th grade _____ 9th –12th _____

This bid is for school days at approximately 7 hours per day.

Price for contracted services (per hour bid) _____

Price per evaluation report _____

Multi-year option up to three years (indicate years) _____

We do not wish to bid at this time _____ (Check here if not bidding).