MOHAVE VALLEY ELEMENTARY SCHOOL DISTRICT #16
NOTICE OF REQUEST FOR PROPOSAL
RFP # 27-03-2031

MATERIAL AND/OR SERVICE:	**Physical Therapist Services**
Bid Due Date:	**October 8, 2026 @ 11:30am, LOCAL (AZ TIME)**
Bid Opening Location:	**Mohave Valley Elementary School District #16** **8450 S. Olive Ave,** **Mohave Valley, AZ 86440**
Last Day for Questions:	**October 1, 2026 @ 2:00pm, LOCAL (AZ TIME)**

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

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

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

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

Questions regarding this Request for Proposal should be in writing and directed to:

Stacy Fernandez, Procurement Specialist
Email: fernandezs@mvdistrict.net

Stacy Fernandez

Stacy Fernandez
Procurement Specialist
Mohave Valley Elementary School District 16

RFP Issued 9/18/2026

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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: Arizona Revised Statutes (azleg.gov)

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: Arizona Administrative Code | Arizona Secretary of State (azsos.gov)

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: Form W-9 (Rev. March 2024) (irs.gov).

Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations is available at: https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html

UNIFORM INSTRUCTIONS TO BIDDERS

1. Definition of Terms

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

A. **"Attachment"** means any item the Solicitation requires a Bidder to submit as part of the Bid.

B. **"Award"** means a determination by District that it is entering into a contract with one or more Bidders.

C. "**Bid**" means a response to an invitation for bids or request for proposal and includes an offer to contract with District.

D. **"Bidder"** means a person submitting a Bid in response to an invitation for bids or request for proposal.

E. **"Contract"** means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments. A "**Contract"** includes the combination of the Solicitation, including the Uniform and Special Instructions, the General and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Amendments; and any terms applied by law. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the Contract or agreement, and is signed by the District Representative.

F. **"Contract Amendment"** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.

G. **"Contractor"** means any person who has a contract with District. An Offeror or Bidder who has been awarded a Contract by District is a Contractor of District.

H. **"Days"** means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.

I. "**District**" means School District.

J. **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

K. **"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.

L. **"Offer"** means Bid, Proposal, or quotation.

M. **"Offer Deadline"** means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.

N. **"Offeror"** means a person submitting a Bid or Proposal in response to a solicitation.

O. **"Purchase Order"** means a document issued by District, in writing or electronically, and identified as a Purchase Order that authorizes Contractor to proceed with fulfillment of all or part of an awarded Contract by delivery of materials or services in quantities and at times and locations specified in the Purchase Order.

P. **"Responsible Bidder or Offeror"** means a person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Responsibility is determined under the criteria published herein and in Rule R7-2-1075.

Q. **"Responsive Bidder or Offeror"** means a person who submits a bid or proposal which conforms in all material respects to the invitation for bids or request for proposals.

R. **"Solicitation"** means an invitation for bids, an invitation to submit technical offers, a request for proposals, a request for qualification, or any other invitation or request by which District invites a person to participate in a procurement. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the Uniform Instructions for Offers, General Terms and Conditions for Contract, Special Terms and Conditions for Contract, Statement of Scope of Work/Specifications, Solicitation Addendums, and Solicitation Exhibits and Attachments.

S. **"Solicitation Amendment"** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

T. "**The Solicitation Contact Person"** for the Solicitation is the procurement specialist supervisor designated on the first page of the Solicitation**.**

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

2. Inquiries

A. Duty to Examine. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid due date and time nor shall it give rise to any Contract claim.

B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation Contact Person. The Bidder 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 Solicitation Contact Person may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as a Bid and not be opened until after the Bid due date and time.

D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Bid due date and time. Failure to do so may result in the inquiry not being answered.

E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. A Bidder may not rely on verbal responses to inquiries.

F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.

G. Pre-Bid Conference. If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. Statements made during a pre-bid conference are not an amendment to the solicitation. 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. Bid Preparation

A. Forms. **No Facsimile or Electronic Offers.** A bid 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, electronic, or mailgram offer shall be rejected.

B. Typed or Ink; Corrections. The Bid must be typed or in ink. Erasures, interlineations or other modifications in the Bid must be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under A.A.C. R7-2-1030.

C. Exceptions to Terms and Conditions. All exceptions included with the Bid shall be submitted on the Deviations and Exceptions page in which the Bidder 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 Specialist in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.

D. Offer and Acceptance Form. The Offer and Acceptance Form within the Solicitation must be submitted with the Offer and signature by an authorized representative of the Bidder or Offeror. The signature shall signify the Bidder's or Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.

E. Subcontractors. A Bidder or Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

F. Cost of Bid Preparation. The District will not reimburse any Bidder the cost of responding to a Solicitation.

G. Acknowledgement of Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Bid.

H. Federal Excise Tax & Other Tax. Prices stated in a Solicitation shall not include applicable state and local taxes. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

I. Provision of Tax Identification Numbers. Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.

J. Identification of Taxes in Bid. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in determining the lowest Bidder. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Bidder.

K. Shipping/Delivery. Unless stated otherwise in the Solicitation, all prices shall be "F.O.B. Destination, Freight Prepaid and Allowed" and shall include all delivery and unloading at the destination(s).

L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments and Exhibits;
6. Uniform Instructions to Bidders

4. Submission of Bid

A. Sealed Envelope or Package. Each Bid shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Bid and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.

B. Bid Amendment or Withdrawal. A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdraw is received before the Bid due date and time at the location designated in the Invitation for Bid or Request for Proposal. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under A.A.C. R7-2-1028.

C. Public Record. Under applicable law, all Bids submitted and opened are public records and must be retained by the School District. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by the School District, pursuant to A.A.C. R7-2-1006.

D. Confidential Information. If a Bidder believes that information in its Bid contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the District Representative of this fact shall be provided on the Confidential/Proprietary Submittals page and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

E. Non-collusion, Employment, and Services Certification. By signing the Offer and Acceptance form or other official contract form, the Bidder certifies that:

i. The Bidder or Offeror has examined and understands the terms, conditions, scope of work/services and/or specification, and other documents in the Solicitation.

ii. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Bid for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and

iii. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and

iv. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

v. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement; and

vi. By submission of this Bid, that Bidder has taken steps and exercised due diligence to ensure that Bidder has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

vii. If awarded a Contract, the Bidder or Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, scope of work/services, specifications, and other documents of the Solicitation.

viii. The Bidder or Offeror is not engaged in and for the duration of the contact will not engage in a boycott of Israel in accordance with ARS 35-393.

5. Additional Bid Information

A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. Late Bids, Modifications or Withdrawals. A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1028(B).

C. Disqualification. A Bid from a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

D. Bid Acceptance Period. A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).

E. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District reserves the right to waive any minor informality, reject any and all Bids or portions thereof, or cancel a solicitation.

6. Award

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

For an Invitation for Bid, the lowest responsible and responsive Bid or Bids that conform in all material respects to the requirements of the Solicitation and evaluation factors, if any, set forth the Special Requirements of Solicitation. If a Bidder is awarded a Contract and is unable to meet its contractual obligations, District may cancel the Contract and award a Contract to the next lowest ranked Bidder if this determination occurs within a reasonable time period after the original Contract Award.

For a Request for Proposal, the Proposal or Proposals that are determined in writing to be the most advantageous to District based on the requirements of the Solicitation and evaluation factors set forth in the Special Requirements of Solicitation. District will evaluate and determine which Proposals are acceptable and unacceptable for further consideration. If determined to be in the best interest of District, District may request interviews with the Offerors determined to be most likely to meet the requirements to discuss cost and/or other portions of the Proposal.

B. 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 item, by a group of line items, by an incremental award

or by Region, or location as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that the School District determines is necessary to meet the needs of the School District and who submitted the most advantageous Proposals to District. The decision to award a single contract, award multiple contracts, or make no award rests solely with District.

C. Contract Commencement. A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by the District authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid. No work may commence or products be delivered until District has issued a Purchase Order to Contractor.

D. Effective Date. The effective date of this Contract shall be the date that an authorized District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

E. Final acceptance for the School District will be contingent upon the approval of the 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, Cole Young, Superintendent.

A. Protest shall include:
   1. The name, addresses, and telephone number of the interested party;
   2. The signature of the interested party or the interested party's representative;
   3. Identification of the purchasing agency and the Solicitation or Contract number;
   4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
   5. The form of relief requested.

B. 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.

C. In cases other than those covered in section C of the section, the interested party shall file the protest within ten (10) days after the school district makes the procurement file available for public inspection, unless the District Representative finds good cause for the delay of the interested party.

UNIFORM GENERAL TERMS AND CONDITIONS

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

1. Contract Interpretation

A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) § 15-213 and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

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

E. No 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.

F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

A. Records and Audit. 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 (5) years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times by the School District, and where applicable, the Federal Government. Upon request, the Contractor shall produce a legible copy of any or all such records.

B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. Compliance with Prior Certifications. Upon Award of a Contract, Contractor shall continue to fully comply with all certifications provided to District in the Uniform Rules for Offer of the Solicitation.

D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.

E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the

Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Specialist 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. 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.

G. 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 District Representative.

3. Costs and Payments

A. Payments. Payments shall comply with the requirements of A.R.S. § 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.

B. Applicable Taxes.

i. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Bid and in any resulting Contract.

ii. 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.

iii. 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.

iv. 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.

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

4. Contract Amendments

A. Amendments. This Contract is issued under the authority of the District Representative who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract. 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 Solicitation Contact Person. 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 District Representative.

5. Risk and Liability

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

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

C. Indemnification - Patent and Copyright. To the extent permitted by law, Contractor shall defend, 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.

i. 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.

ii. Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- 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
- Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, licenses, or permits.

iii. 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 shall specify the causes of such delay and estimate the time for performance.

iv. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.

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

6. Insurance Coverage

Unless other coverage's or amounts are specified in the Special Requirements of the Solicitation, Contractor shall provide coverage's with limits of liability not less than the following:

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

i.	General Aggregate	$2,000,000
ii.	Products – Completed Operations Aggregate	$1,000,000
iii.	Personal and Advertising Injury	$1,000,000
iv.	Each Occurrence	$1,000,000

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

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

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

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

C. Workers' Compensation and Employers' Liability

i.	Workers' Compensation	Statutory
ii.	Employers' Liability:	
	a) Each Accident	$100,000
	b) Disease -Each Employee	$100,000
	c) Disease -Policy Limit	$500,000

D. Property Insurance

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

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

i. Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.

ii. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

F. Safety. Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property from damage, loss, or injury resulting from the activities of Contractor,

including its employees and subcontractors. Contractor shall comply with all applicable federal, state and local government job safety requirements, including the Occupational Safety Health Act.

7. Licenses

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

8. Warranties

A. No Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise specified elsewhere in these terms and conditions, the Contractor warrants that for one (1) year after acceptance by the School District of the materials or services, they shall be:

i. Of quality to pass without objection in the industry or trade normally associated with them;

ii. Fit for the intended purposes for which the materials or services are used;

iii. Are of even kind, quantity, and quality within each unit and among all units;

iv. Adequately contained, packaged and marked as the Contract may require; and

v. Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that all equipment, 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 Contractor's warranties and certifications set forth in the Solicitation shall not be affected by inspection/ testing of or payment for the equipment, materials or services by the School District.

E. Warranty Requirements. Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the specifications of the Solicitation.

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

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

i. 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.

ii. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the District Representative, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. Term of Contract & Extensions

A. **Contract Term.** The initial term of the Contract shall be one (1) calendar year from the effective date of Contract Award, with the possibility of renewal up to four (4) additional years.

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

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

10. 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 School District 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 will be treated as anticipatory breach of the Contract. Upon anticipatory breach, the School District may pursue all remedies including termination of the Contract.

B. Stop Work Order.

i. 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.

ii. 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 District Representative shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.

D. Nonconforming Tender. Products and materials supplied under this Contract shall fully comply with the Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract 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 costs, or damages incurred by the School District as a result of the Contractor's nonconforming performance or failure to perform the Contract.

11. Contract Termination

A. Termination for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) the School District may cancel this Contract for conflict of interest.

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

C. Termination for 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. 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.

i. 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, licenses and permits, or to make satisfactory progress in performing the Contract including the following:

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

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

iii. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District re-procuring the materials or services.

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

G. 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.

H. Termination for Improper Conduct. District may cancel the Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or

representative of Contractor, to any employee or official of District with a view toward securing a contract or with respect to the performance of this Contract. Paying the expenses of normal business meals shall be in accordance with District's policy regarding gratuities. Samples of software, equipment, or hardware provided to District for demonstration or evaluation are not considered gratuities.

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

12. Contract Claims

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

13. Integrity of Bid

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

14. Offshore Performance

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district 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.

15. Contractor's Employment Eligibility

By entering the contract, contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations by employers, contractors, and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

16. 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.

17. Non-Discrimination

The Contractor shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations including the Americans with Disabilities Act.

18. Fingerprint Clearance Cards

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

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

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District.

19. Registered Sex Offender Restriction

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

20. Clarifications

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

21. Confidential/Proprietary Information

If Bidder believes that its Bid contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, the Bidder or Offeror may submit with the Bid a Request for Confidentiality of Proprietary Information form, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be protected. If the School District determines to the information shall be protected from disclosure, the School District shall inform Bidder or Offeror in writing of such determination.

When submitting a bid containing "CONFIDENTIAL" information, bidder agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that bidder marked as "CONFIDENTIAL".

When requesting information in your Response to be considered as Confidential/Proprietary, a complete hardbound and electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.

Contract Terms and Conditions, Pricing and information generally available to the Public are not considered confidential information under this section.

Public Record: All Bids submitted in response to this solicitation shall become the property of the School District. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the District Representative, other than those items determined by the District Representative to be confidential.

22. Conflict of Interest

A. All bidders must disclose the name of any officer, director, or agent who is also an employee or Governing Board member of the Mohave Valley School District.

B. All bidders must disclose the name and any District employee or Governing Board member who owns, directly or indirectly, any interest in the offeror's business of any of its branches.

The following certifications and provisions are required and apply when a school district expends federal funds for any contract resulting from this procurement process. By submitting a solicitation response, the vendor agrees that the following terms and conditions apply to the Contract between the awarded vendor(s) and the District in all situations where Vendor has been paid or will be paid with federal funds.

The final section of this solicitation document contains the Federal certifications which must be signed by the proposing vendor. Refusal of the vendor to sign the certification shall deem the solicitation response as non-responsive.

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

2. **Buy American Provision (only applies to Food & Nutrition food purchases):** The bidder will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The bidder shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

   Exceptions to the Buy American provision should be used as the last resort; however, an alternative or exception may be approved upon request. Exceptions include: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, or (2) competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

3. **Lobbying -** Bidders are hereby advised that lobbying is not permitted with any District personnel or Board Members related to or involved with this solicitation until the Administration's recommendation for award has been approved by the Governing Board. All oral or written inquiries must be directed through the Purchasing Department.

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

4. **Disclosure of Lobbying Activities:** Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the bidder must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over $100,000)

5. **Certification Regarding Lobbying:** Pursuant to 31 USC 1352, the bidder must submit a certification regarding lobbying which conforms in substance with the language provided in 2CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.

6. **Certificate of Independent Price Determination:** The bidder admits that all prices in this 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 bidder or with any competitor certification regarding non-collusion.

7. **Civil Rights Compliance (only applies to Food & Nutrition contracts):** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
    a. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
    b. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

8. **Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation:** The bidder will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.

9. **Contract Work Hours and Safety Standard Act:** The bidder shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over $100,000)

10. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** By signing the Bid & Acceptance form, the bidder certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The bidder shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over $25,000)

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

12. **Equal Employment Opportunity:** The bidder shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

13. **Record Keeping:** The books and records of the bidder pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture (for food/nutrition only), and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S § 35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

14. **Invoicing (only applies to Food & Nutrition contracts):** The bidder fully discloses all discounts, rebates, allowances and incentives received by the bidder from its suppliers. If the bidder receives a discount, rebate, allowance, or incentive from any supplier, the bidder must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. The bidder must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount

as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).
No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the bidder receiving payments in excess of the bidder's actual, net allowable costs. 7CFR§210.21 (f)(2)
The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account.

15. **Termination Clause:** The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over $10,000)

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

17. **Description of process for enabling vendors to receive or pick up orders upon contract award:** Once the District has made the decision to order from a vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to the vendor, based upon the needs of the District. No volume is implied or guaranteed.

18. **Solid Waste Disposal Act:** The bidder shall comply with Section 6002 of the Solid Waste Act and its implementing regulations. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentages of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

19. **Minority & Woman Businesses:** When federal funding may be used, the District shall take affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are notified of solicitation opportunities when possible. Prime contractors are required to take the same affirmative steps let 2 CFR Part 200.321

20. **Program Regulation (only applies to Food & Nutrition contracts):** Bidder shall be in conformance with applicable portions of the School Food Authority's (SFA) agreement under the program. Bidder will conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250. Bidder shall provide products that meet Public Law 111-296, the Healthy Hunger-Free Kids Act of 2010 (HHFKA). bidder's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements.

21. **Copeland Anti-Kickback Act and Davis-Bacon Act (for building projects in excess of $2000):**

    a. **Copeland "Anti-Kickback" Act -** All contracts and sub grants in excess of $2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.

    b. **Davis-Bacon Act -** The bidder shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

22. **Contract Violations or Breach of Contract:** The District reserves all administrative, contractual and legal rights and privileges under applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract.

23. **Rights to Invention**s: For all contracts that meet the definition of "funding agreement" and where the District wishes to enter into a contract with a small business firm or non-profit organization, the bidder

shall comply with the Rights to Inventions made by non-profit organizations and small business firms under Government Grants, Contracts, and Cooperative Agreements.

24. **Domestic Preferences for Procurements:** As appropriate and to the extent consistent with law, the District, to the greatest extent practicable under a Federal award, prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

25. **Ban on Foreign Telecommunications:** Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

26. **Prohibition of Reprisals:** Mohave Valley School District is committed to complying with Federal requirements related to whistleblower protections.

    To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

    A. gross mismanagement of a contract or grant;
    B. a gross waste of public funds;
    C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
    D. an abuse of authority related to the implementation or use of public funds; or
    E. a violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or used relating to public funds.

SPECIAL INSTRUCTIONS TO BIDDERS

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

1. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1024(B.1.k), bidder shall acknowledge receipt of all amendments by signing the amendment acknowledgement of the RFP.

It is the responsibility of the Bidder to confirm, obtain, and acknowledge all amendments issued by the District prior to submittal of their bid response.

2. Questions

All questions related to this Solicitation shall be in writing and directed to Stacy Fernandez, Procurement Specialist, email to fernandezs@mvdistricr.net**.** Bidders shall not contact or ask questions of the school or department for which the requirement is being procured with exception to pre-bid conference attendees. All inquiries shall be made a minimum of seven (7) days prior to the specified opening date as directed on Page 1. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions will be responded to as soon as possible**.**

3. Contract Type

The Request for Proposal (RFP) will be utilized for the procurement and govern any resultant agreement awarded by the Governing Board**.**

4. 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.

5. 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.

6. Evaluation and Award Basis

Representatives of the District will evaluate the bids.

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

locations. Notwithstanding the aforementioned, the District anticipates awarding the resultant contract to one vendor.

Per A.A.C. R7-2-1031, the proposals will be initially evaluated for conforming to the submittal requirements of the RFP. All those responsible and responsive bidders who met the technical requirements will then be evaluated for pricing and specification of services as outlined.

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

Cost: The price or cost of the Proposal. Price or cost is a significant factor, but not the only determining factor.

Qualifications: The Offeror's experience in performing comparable projects with appropriate staffing.

Ability to Begin: The Offeror's ability and readiness to fully perform according to the scope of work and other requirements of the Solicitation, taking into consideration any additional services, specialized services or expertise offered that would meet or exceed the requirements of the Solicitation.

Responsiveness & Conformity to Requirements: The responsiveness and conformity of the Proposal to the requirements of the RFP, including and understanding the scope of work and how it can be achieved most efficiently and effectively.

Assigned Personnel to MVESD#16: The Offeror's information of the assigned therapist that will be directly providing the requested services to MVESD16. Resumes outlining experiences, education, certifications, and other relevant information.

Approach/Methodolgy: The Offeror's information of the methodology and approach to the requested scope of work of this RFP. Include information on how you will provide then services and very detailed explanation if offering tele-services.

Experience & References: The Offeror's experience with working with Arizona school districts offering Physical Therapy Services. Feedback from current and prior clients of the Offeror

Evaluation Criteria	Maximum Points
Cost of Eligible Services	**30**
Qualifications	**20**
Availability to Begin Services	**15**
Responsiveness & Conformity to Requirements	**10**
Assigned Personnel to MVESD#16	**10**
Approach/Methodology	**10**
Experience & References	**5**
Total Points	**100**

NOTE: FAILURE to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the District.

All Bids shall be open for public inspection after award of contract, except to the extent the Bidder designates, and the District concurs, that trade secrets or other proprietary data contained in the Bid documents remain confidential in accordance with A.A.C. R7-2-1006 and R7-2-1016.

7. Authority

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

8. Brand Name or Equal

Per A.A.C. R7-2-1024(B.1.g) any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other bidders but are intended to approximate the quality design or performance which is desired. Any Bid which proposes like quality, design or performance will be considered, however the District reserves the right to indicate exceptions where necessary. If the description of your Bid differs in any way, you must give complete detailed description of your Bid including pictures and literature where applicable.

9. Descriptive Literature

All Bids must include complete manufacturer's descriptive literature regarding the materials they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the bid submitted. Failure to include this information may result in the Bid being rejected.

SPECIAL TERMS AND CONDITIONS

1. **Sufficient Funds**

The District fully anticipates that sufficient funds will be available for this purchase; however, any contract awarded under this bid will be conditioned upon the availability of funds.

2. **Licenses**

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

3. **Product Delivery**

Any Bid item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the bidder immediately and replaced to the District's satisfaction at no additional charge, or issue full credit.

4. **Guarantees by the Successful Bidder(s)**

Bidder guarantees that equipment or material offered is standard, new, and as required by the specifications. Every item delivered must be guaranteed against faulty material and workmanship with standard manufacturer warranty as specified in the Uniform General Terms and Conditions. If during this period such faults develop, the successful Bidder agrees to replace the item affected without cost to the District.

5. **Inspection**

All materials are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at Bidder's risk and may be returned to Bidder. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Bidder.

6. **Billing**

All billing notices must be sent to the District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by the District will refer to the RFP number of this Bid.

SPECIFICATIONS/SCOPE OF WORK

The Mohave Valley Elementary School District is seeking agencies, organizations or licensed Physical Therapist to service at need students within the district's three schools. Therapist and Agencies recognize and agree that the program will comply with the Arizona State Board of Education's rules and regulations R7-2-401; and Public Law 99-457, Education of the Handicapped Act Amendments of 1989. Offerors will design and implement therapy service or evaluations, including teacher consultation services and home programs, appropriate to meet the need of the individual students as determined by the Individualized Education Programs (IEP) Committee for each student for whom service is provided according to the state and federal regulations and within professional ethics for Physical Therapy Services.

Current case load is approximately 10 students requiring approximately thirty (30) minutes of services per week each. The District is seeking one Physical Therapist to provide services.
Case load and hours of service are <u>not guaranteed</u>

<u>Contractor Responsibilities</u>

Duties to be performed as follows but not limited to:

- Screenings;
- Direct Therapy Services and/or Tele-Therapy Services in accordance with state licensure requirements and within standards of professional ethics;
- Evaluations and reevaluations;
- Meetings for permission to evaluate, individual evaluations, evaluation reports and meetings to explain the results of evaluations to determine eligibility and developing of IEP's;
- Participate in multidisciplinary meetings including initial evaluations, reevaluations, and IEP meetings;
- Developing goals;
- Provide all testing materials;
- Provide own equipment and materials to perform duties; MVESD16 will not be responsible for nor issue laptop computers or other equipment needed by the Contractor or Contractor's therapists for remote work
- Design and implement Physical Therapy Services to assigned case load at assigned sites, either through direct in-person services or virtually;
- Data entry into District's database system (currently E-IEP Pro but subject to change);
- Adherence to strict timelines and deadlines for providing services per IDEA and Arizona statutes in coordination with District's Director of Exceptional Student Support Services (DESSS);
- Provide monthly billing on a fee-for-service basis and student contact forms as requested by the District's Director of Exceptional Student Support Services (DESSS); Contractor shall fully comply with all other state and federal requirements associated with provision of the services contemplated herein and not bill any other party (e.g. Medicaid, 3rd party insurance, or parents). Violation of this provision will result in termination of the contract;
- Agree to defend, indemnify, and hold harmless MVESD16 and its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties as a result of any services performed by the Contractor under this agreement.

Documentation

- AZ State and national certifications/licensure as required by law including but not limited to Arizona State Board of Physical Therapy
- Complete and sign Statement of Confidentiality with offer
- Complete federal and state documentation governing the provision of, and payment for, offeror's services
- Professional Liability Insurance (please provide proof of insurance)
- Automotive Liability Insurance (please provide proof of insurance)
- Business License (of city of the company business)

<u>Inclement Weather.</u> Scheduled Physical Therapy service appointments,meetings, or events shall be considered cancelled if MVESD16 schools are closed due to inclement weather. Contractor shall not bill MVESD16 for inclement weather appointments when the media announces that school will be cancelled for the following day. If school is cancelled the day of inclement weather, hours lost due to delay are not billable.

Interns. Contractor cannot accept students for internship/practicum experience or accept supervisory duties associated with MVESD16 activities.

Professional Liability and Automobile Insurance. Contractor shall, for the duration of the contract, maintain professional liability and automobile liability insurance with limits of liability as described in this RFP. Contractor shall provide MVESD16 with proof of such insurance as a condition precedent to the execution of this contract. Contractor also agrees to notify MVESD16 immediately if suchinsurance is out of force for any reason at any time during the life of the contract. Also, workers compensation insurance where required by law.

Tele-practice Agencies. Will provide access to online test materials. Protocols will be returned to MVESD16 upon completion of assessment reports.

The proposer. Shall not disclose any information relating to students and employees of MVESD16 in compliance with Federal HIPPA and FERPA regulations.

This contract to begin as soon as awarded; anticipated to start following October 2026 Board Meeting

If any amendment is issued in order that the Solicitation scope is updated to reflect accuracy, bidders must acknowledge the amendment(s) by submitting the signed amendment form(s) by the bid due date and time.

District Responsibilities

MVESD16 will fulfill the following requirements and performthe following services in a satisfactory and proper manner. MVESD16 shall:

- Generate a list of approved Physical Therapists assigned to the District and the maximum number of hours each is allowed to bill weekly;
- Provide a pre-service orientation meeting for contracting Physical Therapists to address procedures related to licensure documentation, fingerprinting and background checks, district-required timesheets, service documentation, and Federal, State and District requirements;
- Provide a district-approved timesheet to be used by all contracted Physical Therapists;
- Provide a list of students who have been referred for evaluation or identified by the IEP committee to receive Physical Therapy Service to each service provider;
- Provide, for each student referred, referral information; case histories, including educational, family and medical information, hearing and vision screening: completed educational diagnostic and ancillary evaluation reports; IEP; and other relevant data necessary to design and implement Physical Therapy Service;
- Provide reasonable materials for use by the Contractor when needed as determined by District
- Provide a lead contact for the District, subject to change; current lead contact is the Director of Exceptional Student Support Services (DESSS).

Method Of Approach

Please type or provide a detailed explanation of your method of approach to complete the services as outlined in the Scope of Work in this RFP *(include in tab 1 per pg. 28- Bid Submittal Requirements).*

BID SUBMITTAL REQUIREMENTS

One (1) Original, Two (2) Additional Copies, AND One (1) Digital Copy (USB Flash Drive – DO NOT PASSWORD PROTECT) of your Bid must be submitted. Mohave Valley School District #16 will not assume responsibility for any costs related to the preparation or submission of the Bid. In order for your Bid to be considered, the following should be included and should be referenced with ***index tabs*****:**

Tab 1. General Information

A. Vendor Introduction Letter

B. Method of Approach

C. Additional Materials/Literature (if any)

Tab 2. Supplemental Forms

A. References

B. Offer and Acceptance Form

C. Bid Cost Form or Statement of No Bid

D. Confidential/Proprietary Submittals Form (information if any)

E. Statement of Confidentiality

F. Acknowledgment of Amendment Form

G. Non-Collusion / No Gratuity-Gifts Affidavit Form

H. Certification of Forced Labor Ban

I. Edgar Certification Form

Tab 3. Vendor Documents

A. Certificate of Insurance

B. W-9 Form

C. Vendor Required Contract/Agreement (if any; must meet District's Terms and Conditions)

References

District/School _____

Contact Person: _____Contact Person's Title: _____

Phone #_____ Fax _____

Size of District_____

Year(s) Services Provided _____

District/School _____

Contact Person: __ _____Contact Person's Title: _____

Phone #_____ Fax _____

Size of District_____

Year(s) Services Provided _____

District/School _____

Contact Person: _____Contact Person's Title: _____

Phone #_____ Fax _____

Size of District_____

Year(s) Services Provided _____

OFFER AND ACCEPTANCE FORM

The Undersigned hereby submits an Offer 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 Bid.

Arizona Transaction (Sales) Privilege Tax License No.:

_____

Federal Employer Identification No. _____

_____

Tax Rate: _____%

_____
Company Name

_____
Address

_____
City State Zip

For clarification of this Offer, contact

Name: _____

Phone:_____

Fax: _____

E-Mail: _____

SIGN HERE

_____
Signature of Person Authorized to Sign Offer

_____
Printed Name

_____
Title

CERTIFICATION

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

1. The submission of the Bid did not involve collusion or other anti-competitive practices and bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003(J) and A.A.C. R7-2-1024(B.1.q) have occurred.
2. The Bidder shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The Bidder 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 Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Bidder 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 Bidder is in compliance and shall remain in compliance with the Export Administration Act.
6. In Accordance with A.R.S. § 35-393, the bidder is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
7. In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted**.**
8. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
9. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the School District.

This contract shall henceforth be referred to as Contract No. RFP # 27-03-2031 .

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 of School District Official

BID COST FORM

I/We, the undersigned, propose to provide the service necessary for the scope of work and specifications. I/We further declare that I/we have carefully read and examined all information to the referenced Request for Bid. I/We agree to comply with the Districts rules, regulations and policies.

Pricing/Cost of Services (flat rate only; ranges will not be accepted)

(Include any additional costs not outlined below in your proposal if applicable)

Direct Therapy Services (in person)	Per Hour:_____
Tele-Therapy Services (via technology/video conferencing)	Per Hour:_____
In Home Direct Therapy Services	Per Hour:_____
Screening Services (in person)	Per Hour:_____
Screening Service (via technology/video conferencing)	Per Hour:_____
Meetings (IEP, etc.) (in person)	Per Hour:_____
Meetings (IEP, etc.) (via technology/video conferencing)	Per Hour:_____
Report Writing	Per Hour:_____
Travel	Per Hour:_____
Travel between sites	Per Hour:_____
Travel For In Home Services	Per Hour:_____



Name of Company Proposing _____ Date Signed _____

Authorized Signature/Local Representative _____ Telephone/Fax Number _____

Type Name and Position Held with Firm _____

Mailing Address _____ City _____ State _____ Zip _____

STATEMENT OF NO BID

If you are not responding to this bid, please complete and return ***only*** this form to: Mohave Valley School District #16, 8450 S. Olive Ave, Mohave Valley, AZ 86440, or fax it to the attention of the Purchasing Department (928) 768-2510. (Please print or type, except signature)

Failure to respond may result in deletion of Offeror's name from the qualified Offeror's list for the Mohave Valley School District.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____STATE: _____ZIP: _____

CONTACT PERSON: _____TELEPHONE: _____

We, the undersigned, have declined to respond to your RFP # 27-03-2031, Physical Therapist Services, because of the following reasons:

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to this solicitation.

_____ Remove our name from this list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet all insurance requirements.

_____ Other. (Specify below)

REMARKS:

_____

_____

_____

SIGN HERE SIGNATURE: _____ DATE: _____

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

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

_____ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Bidder and the District prior to any public disclosure. Requests to deem the entire bid or price as confidential will not be considered.

A complete digital copy and paper copy of the Bid response with the Confidential/Proprietary material redacted must be submitted with your Offer and so identified. Failure to submit a redacted copy may result in denial of request.

Company Name: _____ Printed Name & Title: _____

Date: _____ 

Authorized Signature: _____

STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to_____, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Mohave Valley Elementary School District (MVESD16) and forever thereafter, to keep confidential all information and material provided by MVESD16 or otherwise acquired by the Employee/Subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with MVESD16, and not to release, use or disclose the same except with the prior written permission of MVESD16. This obligation shall survive the termination or cancellation of the Contract between Contractor and MVESD16 or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to MVESD16, a client or customer of MVESD16, or to the owner of such information, inadequately compensable in damages and that, accordingly, MVESD16 or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

Company Name: _____ Printed Name & Title: _____

Date: _____ SIGN HERE Authorized Signature: _____

AMENDMENT ACKNOWLEDGMENT

This page is used to acknowledge any and all amendments that might be issued. Your signature indicates that you took the information provided in the amendments into consideration when providing your complete bid response.

NOTE: It is the responsibility of the Bidder to confirm, obtain, and acknowledge all amendments issued by the District prior to submittal of their bid response.

Please sign and date

AMENDMENT NO. 1 Acknowledgement _____

Signature Date

AMENDMENT NO. 2 Acknowledgement _____

Signature Date

AMENDMENT NO. 3 Acknowledgement _____

Signature Date

If no amendments were issued, indicate below, sign the form and return with your response.

_____

Firm

_____

Authorized Signature

NON-COLLUSION and NO GRATUITY-GIFT AFFIDAVIT

State of _____)
) ss.
County of _____)

Before me, the undersigned, personally appeared

_____ , affiant,
(Name)

the _____
(Title)

_____
(Contractor/Bidder)

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

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

That Bidder has taken steps and exercised due diligence to ensure that Bidder has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O), A.A.C. R7-2-1024 (B.1.q), and A.A.C. R7-2-1003(J).



_____
(Signature of Affiant)

_____
(Title)

Subscribed and sworn to before me

this _____ day of _____ , 20 _____

_____
Signature of Notary Public in and for the

State of _____

County of _____

THIS FORM MUST BE NOTARIZED

Remote online notarization is acceptable in accordance with A.R.S. §§ 41-371 through 41-380 and should contain a statement substantially as follows: "This remote online notarization involved the use of communication technology." Resources regarding online notaries for Arizona can be found at: https://azsos.gov/business/notary/enotary

Forced Labor of Ethnic Uyghurs Ban

Please note that if <u>any</u> of the following apply to the Contractor, then the Offeror <u>shall</u> select the "Exempt Contractor" option below:

Contractor is a sole proprietorship;
Contractor has fewer than ten (10) employees; OR
Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means Mohave Valley School District #16 (MVESD, the District), as a political subdivision of the State of Arizona.

In compliance with A.R.S. §§ 35-394 *et seq*., all offerors must select one of the following:

☐ The Company submitting this Offer **<u>does not</u>** use, and agrees not to use during the term of the contract, any of the following:
Forced labor of ethnic Uyghurs in the People's Republic of China;
Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

☐ The Company submitting this Offer **<u>does</u>** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

☐ **Exempt Contractor**
Indicate which of the following statements applies to the Contractor (may be more than one):
☐ Contractor is a sole proprietorship;
☐ Contractor has fewer than ten (10) employees; and/or
☐ Contractor is a non-profit organization.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: SIGN HERE _____

Date: _____

EDGAR CERTIFICATIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when Mohave Valley School District #16 (MVESD, the District) expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contractor Violation or Breach of Contract Terms. Contracts for more than the simplified acquisition threshold currently set, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when MVESD expends federal funds, MVESD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for Convenience. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when MVESD expends federal funds, MVESD reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. MVESD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if MVESD believes, in its sole discretion that it is in the best interest of MVESD to do so. Vendor will be compensated for work performed and accepted and goods accepted by MVESD as of the termination date if the contract is terminated for convenience of MVESD. Any award under this procurement process is not exclusive and MVESD reserves the right to purchase goods and services from other vendors when it is in MVESD's best interest.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when MVESD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when MVESD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when MVESD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by MVESD resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by MVESD, Vendor certifies that during the term of an award for all contracts by MVESD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(G) Clean Air Act and Federal Water Pollution Act. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by MVESD, Vendor certifies that during the term of an award for all contracts by MVESD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(H) Debarment and Suspension. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by MVESD, Vendor certifies that during the term of an award for all contracts by MVESD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by MVESD, Vendor certifies that during the term and after the awarded term of an award for all contracts by MVESD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

(J) Procurement of Recovered Materials. When federal funds are expended, Member and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the Member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(K) Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by MVESD, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(L) Ban on Foreign Telecommunications. Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by MVESD, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by MVESD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When MVESD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of MVESD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Federal: Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326 https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7

SIGN HERE

Name of Company Proposing | Date Signed

Authorized Signature/Local Representative | Telephone/Fax Number

Type Name and Position Held with Firm

Mailing Address | City | State | Zip

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

SEALED BID

Submitted by:
Company Name:
Address:
City, State, Zip:

RFP # 27-03-2031
Physical Therapist Services
Due Date: **October 8, 2026 at 11:30am, LOCAL (AZ Time)**

Mohave Valley School District #16
Attn: Stacy Fernandez
8450 S. Olive Ave., Mohave Valley, AZ 86440

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