

CHINLE UNIFIED SCHOOL DISTRICT #24
P.O. Box 587, Chinle, Arizona 86503

Telephone: (928) 674-9645 ∞ Fax: (928) 674-9644

REQUEST FOR PROPOSAL
ADM24-1408 LEGAL SERVICES

Chinle Unified School District #24
P.O. Box 587 (*mailing address*)
19 Route 27 (*delivery address*)
Chinle, Arizona 86503

Telephone: (928) 674-9645 • Fax: (928) 674-9644

Seal Bids will be accepted until
MAY 4, 2023 at 4:00 p.m. MDST
At CUSD#24 Administration Building
Purchasing Department

SOLICITATION OVERVIEW

Proposals for services specified herein will be received by the Chinle Unified School District No. 24 at the specified location until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.

PROPOSAL OPENING AND SUBMITTAL LOCATION:

Chinle Unified School District No. 24
P.O. Box 587 (mail address)
19 Route 27 (delivery address)
Chinle, AZ 86503

Proposals must be in the District's possession no later than the specified time and date, and at the location indicated above. Late proposals will not be considered. Each proposal must be submitted in a sealed envelope with the RFP number and the offeror's name and address clearly indicated on the envelope. Additional instructions for preparing a proposal are provided within. ***FAX proposals are not acceptable.***

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OFFERORS ARE STRONGLY ENCOURAGED  
TO CAREFULLY READ THE ENTIRE  
SOLICITATION  
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For questions regarding general terms and conditions, scope of work, and specifications, contact the *District Representative*:

Carmelita Norcross, Purchasing Agent
Chinle Unified School District No. 24
P.O. Box 587, Chinle, AZ 86503
Phone: (928) 674-9645
Fax: (928) 674-9644

BID PURPOSE

The purpose of this request for proposal is to enter into a contract with a qualified law firm to provide Legal Services to the Chinle Unified School District No. 24. The RFP will award pursuant to the evaluation criteria outline in the request for proposal.

INSTRUCTION TO OFFERORS

The submission of a proposal will indicate that the offeror (1) has read the instructions (2) will abide by the terms and conditions governing this Request for Proposal, and (3) understands the requirements for provision of the services specified. *Herewith, Chinle unified School District #24 may be referred to as "the District."*



The District is soliciting sealed proposals for a qualified law firms to provide the best legal services at a fair and competitive price to the Chinle Unified School District #24, as well as the District's seven schools and administration building/departments.

1. GENERAL INSTRUCTIONS:

- 1-1. The following instructions are intended to afford offerors an equal opportunity to participate in the proposal process.
- 1-2. Before submitting an offer to this proposal, offerors shall familiarize themselves with all parts of this proposal because these parts become a part of any resulting contract.
- 1-3. The fact that an offer (bid/proposal) is submitted will be interpret by the District to indicate that the offeror agrees to carry out the furnishing of services in full accordance with the specifications.
- 1-4. Any explanation desired by an offeror regarding the meaning or interpretation of these instructions of the solicitation can be email to Carmelita Norcross at cnorcross@chinleusd.k12.az.us at least seven (7) days prior to the due date of the proposal. Oral explanations or instructions will not be accepted. Any information given to a prospective offeror will be furnished to all prospective offers as an amendment to the RFP if such information is necessary to offerors in submitting proposals. The District's procurement official for this proposal is the purchasing agent. But all emails will be directed to the email address and distribute to the appropriate individual.
- 1-5. The proposal must be self-contained and separately bound and must be marked 1 original and 3 copies and USB
- 1-6. *Failure to provide sufficient information may result in the proposal not being considered.*
- 1-7. If you do not wish to offer Legal Service but wish to remain on our bidder list, please mark the proposal form "NO PROPOSAL" and return it to the District. If you fail to response to two (2)

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Consecutive Invitation for Bid, Request for Proposal, or Request for Quotation, your name may be dropped from our bidder list for the respective services. You may be reinstated for the items by submitting a written request.

- 1-8. All information required in the Request for Proposal, except the signature, should be typewritten. The signature must be handwritten in ink. Illegible or vague proposals will be rejected.
- 1-9. Proposal is to be mailed or delivered to Chinle Unified School District, P.O. Box 587 (*mail address*) or 19 Route 27 (*UPS delivery address*) or 19 Route 7 N27 (*Fed Ex delivery address*), Chinle, AZ 86503, to arrive no later than the closing date and time specified in this Request for Proposal. **If you rely on Federal Express for proposal delivery, you must allow an extra 24 hours. We are not in an overnight delivery area.**
- 1-10. Proposal must be clearly marked on the outside of the envelope with "RFP ADM24-1408 Legal Services," the name of the offeror, and the closing date and time specified in this Request for Proposal.
- 1-11. Proposal will be date and time stamped. Proposals will be accepted up to and no later than, the time indicated in the Request for Proposal. Proposals received after that time will not be considered, will be placed in the file unopened and will be returned only upon request by and at the expense of the offeror. The offeror will assume responsibility for delivery on time at the place specified, whether delivered in person or sent by mail or delivery service.
- 1-12. Fax, email or other electronic proposals **will not be acceptable.**
- 1-13. An offeror solicitation protest or proposal award protest must be filed before the proposal opening. A protest of a proposal award must be filed within ten (10) days after the protester knows, or should have known, the basis of the protest. The protest must include the following information.
 - a. The name, address, and telephone number of the interested party.
 - b. The signature of the interested party or the interested party's representative
 - c. Identification of the solicitation or contract number.
 - d. A detailed statement of legal and factual grounds of the protest including copies of relevant documents and
 - e. The form of relief requested.
 - f. The interested party shall supply promptly any other information requested by the district representative.

Any and all protests must be filed initially with the District Representative, who shall issue a written decision within fourteen (14) days after a protest has been filed. If an appeal is denied, the protester may submit the appeal with all documentation within ten (10) days to the District Governing Board. Appeals are to be made in accordance with Arizona State Board of Education Procurement Rules R7-2-1141 through R7-2-1153.

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- 1-14. It is the intent of the District to award the contract for specified service beginning or during the school year 2023-2024 under the provision that funds are appropriated to support continuation of services for a succeeding fiscal period. Upon approval by the District Governing Board, an original contract may be renewed annually for a total time of up to five (5) years. Renewal shall be by mutual agreement between the awarded offeror and the District and a Purchase Order will be issued.
- 1-15. After contract award, all confidential/proprietary information submitted in the proposal shall be available for public inspection unless the offeror designates in writing that confidential portions contain trade secrets or other proprietary data. The statement advising the Governing Board of that fact shall accompany the submission of the proposal. The information identified by the offeror as confidential shall not be disclosed until the District Representative makes a written determination. The District Representative shall review the statements and information and shall determine, prior to contract award, whether the information shall be withheld. If the District Representative determines to disclose the information, the offeror shall be informed of such determination in writing.
- 1-16. Complete references and work history information should be submitted with the proposal. This will be an important factor in evaluating the proposal. The decision of the Proposal Evaluating Team will be final.
- 1-17. Discussions/Negotiations: Discussions/negotiations may be conducted with offerors who are deemed to be within the final competitive range; however, the District reserves the right to award a contract without discussions/negotiations. The competitive range will be determined and will include only those initial offers determined to have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.
- 1-18. Best and Final Offers: If discussions/negotiations are conducted, offerors will be required to submit a best and final offer if price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and award recommendation.

2. COST PROPOSAL

- a. The cost proposal shall be submitted in a separate envelope marked "cost proposal". It shall include a detailed fee and cost analysis covering the basis of the fee determination (percentage, flat fee, or variable rate), itemization of services included under the fee proposal, and payment provisions for other costs which might be incurred in addition to the fee for professional services.

3. DESCRIPTION OF SERVICES

The selected firm will provide legal services including, but not limited to the following:

- a. Legal counsel and advice to the Board and Administration
- b. Timely legal advice and counsel on emergent matters. Counsel is expected to respond, at least verbally to be followed in writing, within a maximum of twenty-four hours when an inquiry is made by the Board or the Administration.
- c. Written legal opinions upon request
- d. Initiate and/or defend lawsuits as necessary and at the direction of the Board

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- e. Prepare all necessary legal documents
- f. Upon request, attend meetings of the Board
- g. Represent the school district in all judicial and/or administrative proceedings within the specific service area in which the district or any of its board members may have an interest.
- h. provide written, timely notification to the Board of changes in school law or state regulations including court and administrative decisions that might impact upon the operation of the school district.
- i. Fulfill other legal duties as are commonly accepted and assigned; any other matters as directed by the District or Board.
- j. Review and advice for legal notices, resolutions, board policies, and matters of district governance.
- k. Review and advice in matters of procurement and service contracts.
- l. Provide advice and counsel on all matters related to regular students including discipline, attendance, adherence to rules and regulations, etc.

4. PROPOSAL FORMAT

Proposals will provide evidence demonstrating experience and an ability to provide the requested services, including, but not limited to, the firms experience as a legal firm for public school districts. Prior experience as a legal firm for public school districts will be a major consideration. The proposal package shall include the following items:

1. Qualifications of the firm:
 - (a). A description of the firm including the size, location, years in existence, and a description of the firm's experience with school district
 - (b) A list of the school districts served during the last two years in which the firm has acted as legal counsel. The list must indicate the nature of the services as well as the name and telephone number of a person who can be contacted as a reference.
 - (c) A summary of the firm's experience in Arizona school law, Navajo Nation law and related federal laws including but not limited to:
 - a. Civil rights
 - b. Employee and student discrimination charges
 - c. Arizona continuing teacher law
 - d. Employee contract negotiations
 - (d) Examples, if any, of legal opinion written on public school matters which required action by the Country Attorney and the Attorney General.
 - (e) Provide a statement of the availability of an attorney for legal advice during a condition requiring immediate legal assistance.
2. Proposed Plan of Services
 - (a) A proposal plan covering the services to be provided. The plan shall include an Outline of the respective roles and responsibilities of the Contractor with respect to the activities associated with the provision of legal counsel services.

3. Qualification of Personnel:

- (a) The proposal must identify those attorneys who will be assigned to work under the contract and must include a detailed resume for such individual. Each resume shall be in sufficient detail to analyze the proposed person's qualifications and must at least include education and related experience.

5. KEY PERSONNEL:

It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions and resumes for these individuals must be included in the Contractor's proposal.

- A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without the written concurrence of the Business Manager or Superintendent.
- B. If one of the key personnel is unavailable for work under this contract for a continuous period exceeding thirty (30) calendar days, or is expected to devote substantially less effort to work than initially anticipated, the Contractor shall immediately notify the Business Manager and Superintendent and shall, subject to the concurrence of the Business Manager and Superintendent, replace such personnel with personnel of substantially equal ability and qualifications.

6. LICENSES

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

STANDARD TERMS AND CONDITIONS

The following terms and conditions are an explicit part of the bid Proposals/bids and any resultant contract. Any exceptions thereto must be specific and in writing.

1. CERTIFICATION: by signature in the Offer section of the Offer and Contract Award page the Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anticompetitive practices.
 - B. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246 and state executive Order No. 75.5 and A.R.S. Section 31-1461 et.seq.
 - C. The Vendor 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 sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. CONTRACT: The contract between the district and the Contractor shall consist of (1) the solicitation, including instructions, all terms and conditions, specifications, scope of work, attachments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the two documents referenced above, the provisions and requirements in the solicitation shall govern. However, the District reserves the right to clarify and contractual terms in writing with the concurrence of the contractor, and such written Contract shall govern in case of conflict with the applicable requirements stated in the solicitation the Vendor's offer. The solicitation shall govern in all other matters not affected by the written contract.
3. CONTRACT APPLICABILITY: The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contract or other documents, which have been executed between the bidder and the District are not applicable to this Solicitation or any resultant contract.
4. CONTRACT MODIFICATION: No modification of this contract shall bind Buyer unless a formal Contract Amendment is executed between Buyer and Vendor.
5. TERM OF CONTRACT: The term of the resultant contract shall commence upon award and shall remain in effect for a period of one (1) year thereafter unless terminated, canceled or extended as otherwise provided herein.
6. CONTRACT EXTENSION: The District reserves the right to unilaterally extend the period of any resultant contract for supplemental periods up to a maximum of five (5) years, all of which must not exceed sixty (60) months from date of contract award.

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7. PRICE ADJUSTMENT: The Purchasing Department will review fully documented request for price increases after the contract has been in effect for 90 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of bid and can be shown to directly affect the price of the item concerned. The Purchasing Department will determine, through competitive market review, trade publication, independent price indices, and/or other
8. SUBCONTRACT: The Contractor shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance approval of the District. All subcontracts shall comply with the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the Subcontractor were the Contractor referred to herein. The contractor is responsible for contract performance whether or not subcontractors are used.
9. SERVABILITY: Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.
10. RELATIONSHIP OF PARTIES: It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from a District payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
11. PACKING AND SHIPPING: Vendor shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.
12. GRATUITIES: The Buyer may, by written notice to the Vendor, cancel this Contract if it is found by Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the Chinle Unified School District No. 24 with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing or such order. In the event Buyer cancels this Contract pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor the amount of the gratuity means, whether the requested price increase, or an alternative option, is in the best interest of the District. The Contractor shall likewise offer any published price reduction to the District concurrent with its announcement to other customers. All price adjustments will be effective on the first day of the month following approval or acceptance by the Purchasing Department.
13. WARRANTIES: Vendor warrants that all material, service or construction delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods

by Buyer shall not alter or effect the obligations of Vendor or the right of Buyer under the foregoing warranties.

14. ADVERTISING: Vendor shall not advertise or publish, without Buyer's prior consent the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper request for information as provided by appropriate statutes.
15. TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives the goods at the point of delivery.
16. INSPECTION: all material, service, or constructions are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Contract will be held at Vendor's risk and may be returned to Vendor. If so returned, the cost of transportation, unpacking, inspections, re-packing, re-shipping or other like expenses are the responsibility of the Vendor.
17. INDEMNITY: Vendor agrees to indemnify and save the Buyer harmless from any damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Contract and upon written request Vendor will defend at its own cost and expense any legal action or suit against buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits. Vendor will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
18. LIENS: All material, service, or construction provided under this Contract shall be free of all liens and, if buyer requests, a formal release of all liens will be delivered to Buyer.
19. REMEDIES AND APPLICABLE LAW: This Contract shall be governed by, and Buyer and Vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona except as otherwise provided in this contract or in statutes pertaining specifically to the District. The laws of the State of Arizona shall govern this contract, and suits pertaining to this contract may be brought only in the Courts of the State of Arizona.
20. CONFLICT OF INTEREST: Pursuant to A.R.S. Section 38-511, this Contract is subject to cancellation by Buyer if any person significantly involved initiating, negotiating, securing, drafting, or creating the Contract on behalf of the District is, at any time while the Contract is in effect, an employee of any other party to the Contract is in effect, or employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
21. FORCE MAJEURE:
 - A. 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; floods, lockets, injunction-intervention-acts, or failures or refusal 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. The force majeure shall be deemed to commence when the party declaring

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force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

Force majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and condition.
- B. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours Commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed Certified-Return Receipt and shall make a specific reference to this article thereby invoking its provision. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.
22. RIGHT TO ASSURANCE: Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
 23. INTERPRETATION-PAROL EVIDENCE: This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in Contract. Acceptance or acquiescence in a course of performance rendered under this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to Control.
 24. SCHOOL DISTRICT PROCUREMENT RULES: Arizona School District Procurement Rules, Arizona Administrative Code, Title 7, Chapter 2, Article 10, R7-2-1001, et. Seq., and the Contract Claims and controversies provisions thereof, R7-2-1155, et. Seq., in particular, are a part of this document as if fully set forth herein.
 25. PROVISIONS REQUIRED BY LAW: Each and every provision of law any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

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26. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal and Arizona laws and regulations and is subject to termination for non-availability of funding and for pre-payment, without penalty. In addition, all agreements are subject to review by District Legal Counsel.
27. CHOICE OF LAW: The parties hereby agree that this Agreement was negotiated, made and entered into in Arizona and under the laws of Arizona.
28. ARBITRATION: This contract is subject to arbitration to the extent required by A.R.S. 12-1518.
29. RIGHTS AND REMEDIES: No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as a waiver by the District of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the District to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the District to insist upon the strict performance of the contract.
30. PROTESTS: Protests shall be filed, and shall be resolved, in accordance with A.R.S. Title 41, Chapter 23, Article 9 and A.C.R.R. R2-7-901 through R2-7-937. A protest must be in writing and must be filed with the purchasing agency (procurement officer). A protest of a solicitation must be received at the purchasing agency before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest must include:
 - A. The name address and telephone number of the protester;
 - B. The signature of the protester or its representative;
 - C. Identification of the purchasing agency and the solicitation or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.
31. RIGHT TO AUDIT RECORDS: The district may, at reasonable times and places, audit the books and records of any Contractor or Subcontractor in accordance with A.R.S. 41-2548.
32. RIGHT TO INSPECT PLANT: The District may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded, in accordance with A.R.S. 41-2547.
33. PATENTS AND COPYRIGHTS: All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under this contract are the property of the District and shall not be used or released by the Contractor or any other person except with the prior written permission of the District.
34. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN DISTRICT PERSONNEL: All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the District's needs in accordance with A.R.S. Chapter 23, Article 4.

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35. No person preparing specification shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications (A.C.R.R. R2-7-411).
36. COST OF BID PREPARATION: The district will not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
37. PUBLIC RECORD: All bids submitted in response to this invitation shall become the property of the District and will become a matter of public record available for review, subsequent to the award notification, as provided for by the Arizona Procurement Code.
38. DELIVERY ORDERS: The district shall issue a Purchase Order for the materials, service or construction covered by this contract. All such documents shall reference the contract as indicated on the Offer and Contract Award.
39. PAYMENT: A separate invoice shall be issued for each shipment of material or of service performed, and no payment will be issued prior to receipt of material, service or construction and correct invoice.
40. CANCELLATION: The District reserves the right to cancel the whole or any part of this contract due to failure of the contractor to carry out any term, promise, or condition of the contract. The District will issue a written ten (10-day notice of default to the contractor for acting or failing to act as in any of the following:
 1. In the opinion of the District, the contractor provides material that does not meet the requirements of the contract;
 2. In the opinion of the District, the contractor fails to perform adequately the services required in the contract;
 3. In the opinion of the District, the contractor attempts to impose on the District materials, products, service, or workmanship, which is of an unacceptable quality.
 4. The contractor fails to complete the required work or furnish the required materials within the time stipulated in the contract.
 5. In the opinion of the District, the contractor fails to make progress in the performance of the requirements of the contract and/or gives the District a positive indication that the contractor will not or cannot perform to the requirements of the contract.

The District may resort to any single or combination of the following remedies.

1. Cancel any contract for any of the above stated reasons;
2. Reserve all rights or claims to damage for breach of any covenants of the contract;
3. Perform any test or analysis on materials as to whether they conform in all respects to the specifications of the contract. If the results indicate noncompliance with the specifications, any actual expense of testing will be borne by the contractor.

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4. In case of default, the District reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor. The District may recover any actual excess costs by:
 1. Deduction from an unpaid balance;
 2. Collection against the bid and/or performance bond, or;
 3. Any combination of the aforementioned remedies or any other remedies as provided by law.

41. CONTRACT TERMINATION: Either party may discontinue this contract without default by providing a written thirty (30) day notice of termination to the other party.

42. AWARD OF CONTRACT:
 - A. Unless the Offeror states otherwise, or unless otherwise provided within the Request for Proposals/bids the District reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the District.
 - B. All prices quoted are to be F.O.B. Chinle, Arizona;
 - C. The District reserves the right to buy on a non-exclusive basis;
 - D. All items bid must be in accordance with the unit of measure specified.

Notwithstanding any other provision of the Request for Proposals/Bids the District expressly reserves the right to:

1. Waive any immaterial defect or informality; or
 2. Reject any or all Proposals/Bids or portions thereof; or
 3. Reissue a Request for Proposals/bids.
 4. Waive any immaterial defect or informality; or
 5. Reject any or all Proposals/Bids or portions thereof; or
 6. Reissue a Request for Proposals/bids.
- E. A response to a Request for Proposals is an offer to contract with the District based upon the terms, conditions, scope or work and specifications contained in the District's Request for Proposals. Proposals do not become contract unless and until an authorized procurement officer accepts them. A contract is formed when the procurement officer provides written notice of award(s) to the successful Offeror(s). The contract has its inception in the award as distinguished from a formal signing of a separate contract. For that reason, all the terms and conditions of the

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procurement contract is contained in the Request for Proposals unless modified by a Solicitation Amendment or a Contract Amendment signed by the authorized procurement officer.

43. SHIPMENT UNDER RESERVATION PROHIBITED: vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
44. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of goods must fully comply with all provisions of this contract as to time of delivery, quantity, assortment, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Vendor shall not have the right to substitute a conforming tender.
45. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Each installment or lot of this contract is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.
46. ASSIGNMENT-DELEGATION: Vendor shall assign no right or interest in this contract without the written permission of Buyer, and no delegation of any duty of Vendor shall be made without permission of Buyer. Any attempted assignment of delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
47. ASSIGNMENT-CLAIMS: Vendor and the Chinle Unified Schools recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the Chinle Unified School District No. 24. Therefore, Vendor hereby assigns to the Chinle Unified School District No. 24 any and all claims for such overcharges.

CHINLE UNIFIED SCHOOL DISTRICT NO. 24
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NOTICE OF INTEREST

Please complete and return this confirmation form to:

Carmelita Norcross, Purchasing Agent
Chinle Unified School District
PO Box 587 (mailing address)
19 Route 27 (physical address)
Chinle, Arizona 86503
Telephone: (928) 674-96445
Fax: (928) 674-9644/46
E-Mail: cnorcross@chinleusd.k12.az.us

Failure to return this form may result in no further communication or addenda regarding this proposal.

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____ Title: _____

Phone number: _____ Fax: _____

E-Mail: _____

I have received a copy of the above noted proposal:

_____ We will be submitting a proposal

_____ We will not be submitting a proposal

If you are responding with a proposal, make this a part of your packet

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W-9

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

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RFP COPY FROM CUSD #24 WEBSITE

If you copied the RFP from the website, please complete this form and fax it to 928-674-9644 or email to Carmelita Norcross, Purchasing Agent at cnorcross@chinleusd.k12.az.us.

DATE (Copied): _____

NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE: _____ FAX: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

This form will still be a part of the Bid Packet.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier
Covered Transactions**

Per Title 34, Code of Federal Regulations, 80.35, "Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

(Before completing certification, read the instructions below.)

Please check one choice below:

- The prospective lower tier participant certifies, by submission of this proposal, 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.
- When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature Date

Instructions for Suspension/Debarment Certification Statement

- 1. By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.*
- 2. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
- 3. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons*