

**BLACKWATER COMMUNITY SCHOOL  
AKIMEL O’OTHAM PEE POSH CHARTER INC.  
NOTICE OF REQUEST FOR PROPOSAL**

**REQUEST FOR PROPOSAL (RFP) NUMBER: 17-18-04**

**MATERIAL AND/OR SERVICE: Legal Services**

**RFP DUE DATE: July 21, 2017 TIME: 1:00pm M.S.T.**

**RFP OPENING LOCATION:** Blackwater Community School  
Business Office  
3652 E Blackwater School Road  
Coolidge, Arizona 85128

In accordance with the School’s Procurement Rules, competitive sealed proposals for the materials or services specified will be received by the Blackwater Community School/Akimel O’Otham Pee Posh Charter Inc. (herein after the “School”) at the above 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.

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

Proposals must be submitted in a sealed envelope with the Request for Proposal number and the Offeror’s name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten. Additional instructions for preparing a proposal are provided herein.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ  
THE ENTIRE REQUEST FOR PROPOSAL**

**Contact: Jagdish Sharma Phone Number: (520) 215-5859 ext. 7905**

**Title: PRINCIPAL Fax Number: (520) 215-5862**

**Email: Jagdish.Sharma@bwcs.k12.az.us Date:**

**This Proposal is offered by:**

Firm/Person \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Signature \_\_\_\_\_

## Table of Contents

<u>Section</u>	<u>Page(s)</u>
Offer and Acceptance Form.....	1
Instructions to Offerors.....	2-4
Standard Terms and Conditions.....	4-9
Special Terms and Conditions.....	9-11
Scope of Work.....	11-13
Evaluation Criteria/Proposal Format.....	13
No Bid Response.....	14

### **DOCUMENTS REFERENCED:**

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

School Procurement Rules are available at

<http://www.bwcs.k12.az.us>

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at:

<http://ftp.fedworld.gov/pub/irs-pdf/fw9.pdf>



## INSTRUCTIONS TO OFFERORS

### **1. PREPARATION OF PROPOSAL**

- a. Forms: All bids shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms if required. Facsimiles, telegraphic proposals or mailgrams will not be considered.
- b. Evidence of Intent to be Bound: The Offer and Acceptance document must be submitted with an original ink signature by the person authorized to sign the proposal.
- c. Typed or Ink; Corrections: The Offer must be typed or in ink. Erasures, interlineations or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer and Acceptance. No proposal shall be altered, amended or withdrawn after the specified bid due time and date.
- d. Unit Price Prevails: In case of error in the extension of prices in the proposal, unit price shall govern.
- e. Days: Periods of time, stated as a number of days shall be calendar days unless otherwise specified.
- f. Duty to Examine: It is the responsibility of all Offerors to examine the entire Request for Proposal package and seek clarification in writing of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.
- g. Vendor List: Vendors who fail to respond to solicitations for two consecutive procurements of similar items may be removed

from the applicable vendor list.

## **2. INQUIRIES**

Any question related to this Request for Proposal shall be directed to the person whose name appears on the cover of this document. Offerors shall not contact or ask questions of the school or department for which the requirement is being procured. Questions should be submitted in writing when time permits. The School may require any and all questions to be submitted in writing at the School's sole discretion. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Offeror shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed Proposal and may not be opened until after the official solicitation due date and time.

## **3. LATE PROPOSAL**

Late proposals shall not be considered, except as provided in the School Procurement Rules. An Offeror submitting a late proposal shall be so notified.

## **4. WITHDRAWAL OF PROPOSAL**

At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the proposal. Facsimile, telegraphic or mailgram withdrawals shall not be considered.

## **5. AMENDMENT OF PROPOSAL**

The Offeror shall acknowledge receipt of a Solicitation Amendment by signing and returning the document on or before the specified due time and date. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgment of the Solicitation Amendment shall result in rejection of the Offer.

## **6. PAYMENT**

The School may make every effort to process payment for the purchase of goods or services within ten (10) working days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than ten (10) calendar days shall not be considered.

## **7. DISCOUNTS**

Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the School's check is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of ten (10) calendar days or more shall be deducted from the proposal price in determining the lowest cost proposal. However, the School shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

## **8. TAXES**

The School is exempt from Federal Excise Tax, including the Federal Transportation Tax. The School is also exempt from State Sales tax if the materials/services are delivered onto the School's premises, which is on the Gila River Indian Community.

## **9. TRIBAL BUSINESS LICENSE**

The Offeror shall understand that the Vendor awarded the contract will require a Gila River Business License prior to conducting business with the School.

## **10. AWARD OF CONTRACT**

- a. Unless the Offeror states otherwise, or unless otherwise provided within the Request for Proposal, the School reserves the right to make multiple awards or to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the School.
- b. Notwithstanding any other provision of the Request for Proposal, the School reserves the right to:
  - 1) Waive any immaterial defect or informality; or
  - 2) Reject any or all proposals, or portions thereof; or
  - 3) Cancel/Reissue a Request for Proposal.
- c. A response to a Request for Proposal is an offer to contract with the School based upon the terms, conditions and specifications

contained in the School's Request for Proposal. Proposals do not become contracts unless and until they are accepted by the Blackwater Community School Administrator and an offer and acceptance form or other award document is executed by an authorized School official. The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the Request for Proposal, unless modified by a Solicitation Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

## **STANDARD TERMS AND CONDITIONS**

**The following terms and conditions are an explicit part of the solicitation and any resultant contract.**

- 1. CERTIFICATION:** By signature in the offer section of the offer and acceptance page, Bidder/Offeror certifies that:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to remedies provided by the law.
  
- 2. GRATUITIES**

The school may, by written notice to the Contractor, cancel this contract if it is found by the School that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the School with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
  
- 3. APPLICABLE LAW**

This contract shall be governed by, and the School and Contractor shall have all remedies afforded each by, the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes or rules or regulations pertaining specifically to the School. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.
  
- 4. SCHOOL PROCUREMENT RULES**

Unless expressly provided otherwise herein, the School Procurement Rules and School Board Policies are a part of this document as if fully set forth herein.
  
- 5. LEGAL REMEDIES**

All claims and controversies shall be subject to the School Procurement Rules.
  
- 6. CONTRACT**

The contract shall be based upon the solicitation issued by the School and the offer submitted by the Contractor in response to the solicitation. The offer shall substantially conform to the terms, conditions specifications and other requirements set forth within the text of the solicitation. The School reserves the right to clarify any contractual terms with the concurrence of the Contractor, however, any substantial non-conformity in the offer shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the School and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.
  
- 7. CONTRACT AMENDMENTS**

This contract may be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the School and the Contractor.
  
- 8. VERBAL RESPONSES**

Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.

**9. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and any clause required by law to be in the contract shall 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 shall forthwith be physically amended to make such insertion or correction.

**10. TERMINATION BY THE SCHOOL**

The School may cancel this contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the School is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Administrator is received by the parties to this contract, unless the notice specifies a later time.

**11. SEVERABILITY**

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

**12. RELATIONSHIP OF PARTIES**

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, 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 shall not be withheld from a School payment issued thereunder and that Contractor should make arrangements to directly pay such expenses, if any.

**13. INTERPRETATION – PAROLE 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 to the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the School Procurement Rules is used in this contract, the definition contained in such rules shall control.

**14. ASSIGNMENT – DELEGATION**

No right or interest in this contract shall be assigned by the Contractor without prior written permission of the School and no delegation of any duty of Contractor shall be made without prior written permission of the School. The School shall not unreasonably withhold approval and shall notify the Contractor of the School's position within fifteen (15) days of receipt of written notice by the Contractor.

**15. SUBCONTRACTS**

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the School. All subcontracts shall comply with Federal, Tribal, and applicable State laws and regulations which are applicable to 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. The School shall not unreasonably withhold approval and shall notify the Contractor of the School's position within fifteen (15) days of receipt of written notice by the Contractor.

**16. 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 either party 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 either party 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 either party from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

## **17. PROTESTS**

Any protests shall be in writing and shall be filed with the School's Business Office. A protest of a solicitation shall be received at the School's Business Office before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest shall include:

- A. The name, address and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the solicitation or contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

## **18. WARRANTIES**

Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Mere receipt of the material, service, or construction specified and any inspection incidental thereto by the School shall not alter or affect the obligations of the Contractor or the rights of the School under the foregoing warranties. Warranties of furniture and equipment received during the months of June through August shall commence on the date of school openings. Additional warranty requirements may be set forth in this document.

## **19. INDEMNIFICATION**

Contractor shall indemnify, defend, and save harmless the School from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the School on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence of the contractor, its employees, agents, representatives, or subcontractors, or of their employees, agents, or representatives, in connection with or incidental to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the contractor and/or its subcontractors or claims under similar laws or obligations. The contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the School or its employees.

## **20. OVERCHARGES BY ANTITRUST VIOLATIONS**

The School maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the School any and all claims for such overcharges as to the goods or services used to fulfill 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, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence. 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, injunctions-intervention-acts, or failures or refusal to act by government authority, and other similar occurrences. The force majeure shall be deemed to commence when the party declaring 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, or by an oversold condition of the market.
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. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits, if, and to the extent that, such delay or failure is caused by force majeure.

- B. 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 as soon as is practical, of the commencement of such delay 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 provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract 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, it may demand that the other party give a written assurance to this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**23. RECORDS**

Each Contractor shall retain, and shall contractually require each Subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the School.

**24. ADVERTISING**

Contractor shall not advertise or publish information concerning this contract, without the prior written consent of the School.

**25. RIGHT TO INSPECT PLANT**

The School may, at reasonable times and at its expense, inspect 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.

**26. INSPECTION**

All material, service or construction are subject to final inspection and acceptance by the School. Material, service or construction failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the contractor. If so returned, all costs are the responsibility of the Contractor.

**27. EXCLUSIVE POSSESSION**

All services, information, computer program elements, reports and other deliverables which may be created under this contract are the sole property of the School and shall not be used or released by the Contractor or any other person except with prior written permission of the School.

**28. PURCHASE ORDERS**

The School shall issue a purchase order for the goods or services covered by this contract. All such purchase orders will reference the contract number as indicated on the Offer and Acceptance page.

**29. PACKING AND SHIPPING (if applicable)**

Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, Blackwater Community School, 3652 E. Blackwater School Rd. Coolidge, AZ 85128 unless otherwise notified by the School. C.O.D. shipments will not be accepted.

**30. TITLE AND RISK OF LOSS**

The title and risk of loss of material or service shall not pass to the School until the School actually receives the material or service at the point of delivery, unless otherwise provided within this contract.

**31. NO REPLACEMENT OF DEFECTIVE TENDER**

Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall constitute a breach and contractor shall not have the right to substitute a conforming tender.

**32. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH**

Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the School, shall constitute a breach of the contract as a whole.

**33. SHIPMENT UNDER RESERVATION PROHIBITED**

Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

**34. LIENS**

All goods, services and other deliverables supplied to the School under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the School. Upon request of the School, the Contractor shall provide a formal release of all liens.

**35. PAYMENT**

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice.

**36. LICENSES**

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

**37. COST OF PROPOSAL PREPARATION**

The School shall 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.

**38. CONFIDENTIAL INFORMATION**

- A. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Administrator of this fact shall accompany the submission and the information shall be so identified wherever it appears.
- B. The information identified by the person as confidential shall not be disclosed until the School makes a written determination.
- C. The School shall review the statement and information and shall determine in writing whether the information shall be withheld.
- D. If the School determines to disclose the information, the School shall inform the Offeror in writing of such determination.

**39. AUTHORIZED CHANGES**

The school reserves the right at any time to make changes in any one or more of the following: a) methods of shipment or packing; b) place of delivery; and c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless evidenced in writing and approved by the Administrator prior to the institution of the change.

**40. TERMINATION FOR CONVENIENCE**

The School reserves the right to terminate any resulting order or contract upon thirty (30) days written notice. The School will be responsible only for those standard items which have been delivered and accepted. If the items being purchased are truly unique and therefore not salable or useable for any other application, the School will reimburse the Contractor for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-progress, and completed but undelivered goods, will pass to the School after costs are claimed and allowed. The Contractor shall submit detailed cost claims in an acceptable manner and shall permit the School to examine such books and records as may be necessary in order to verify the reasonableness of any claims. In the event of non-availability of funding, any resulting order or contract is subject to immediate termination, without penalty, by the School's Board of Trustees. In addition, all agreements are subject to review by the School's attorney.

**41. PUBLIC RECORD**



All offers submitted in response to this Request for Proposal shall become the property of the School and shall become a matter of public record available for review, subsequent to the award notification.

## **SPECIAL TERMS AND CONDITIONS**

**1. PURPOSE**

Pursuant to provisions of the School Procurement Rules, Blackwater Community School / Akimel O’Otham Pee Posh Charter School Inc. intends to establish a contract with **a qualified entity to provide legal services for Blackwater Community School / Akimel O’Otham Pee Posh Charter School Inc.**

**2. AUTHORITY**

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

**3. CONTRACT TYPE**

Sealed Dollar Cost Proposal.

**4. OFFER ACCEPTANCE PERIOD**

In order to allow for an adequate evaluation, the School requires an offer in response to this solicitation to be valid and irrevocable for thirty (30) days after the opening time and date.

**5. INQUIRIES**

All questions related to this solicitation shall be in writing. Direct inquires to the contact person listed on the cover of this document via mail, fax or email. Offerors shall not contact or ask question of the school or department for which this requirement is being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Offeror shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed proposal and may not be opened until after the official solicitation due time and date. All questions shall be responded to as soon as possible.

**6. PROPOSAL OPENING**

Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the School. The name of each Offeror shall be read at this time. All offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized School personnel having a legitimate interest in the evaluation. After contract award, the proposals and evaluation document shall be open for public inspection.

**7. RESPONSE FORMAT**

All proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.

**8. DISCUSSIONS**

After the initial receipt of proposals, the School reserves the option to conduct discussions with those Offerors who submit proposals determined by the School to be reasonably susceptible of being selected for award.

**9. BEST AND FINAL OFFERS**

If discussions are conducted, the School shall 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.

**10. TERM OF CONTRACT**

A three (3) year contract with annual renewals is contemplated, subject to satisfactory negotiation of terms and the concurrence of the Board of Trustees unless terminated, canceled or extended as otherwise provided herein.

**11. CONTRACT EXTENSION**

By mutual written contract amendment, any resultant contract may be extended for successive periods of one (1) year per extension up to a maximum of four (4) years.

**12. MULTI-TERM CONTRACT**

A multi-term contract is being utilized for this procurement because such a contract will serve the best interest of the School by encouraging effective competition or otherwise promoting economics in the School procurement. The estimated requirements cover the period of the contract and are reasonable continuing.

**13. PRICE ADJUSTMENT**

The school may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The School shall determine whether the requested price increase or an alternate option is in the best interest of the School.

**14. PRICE REDUCTION**

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

**15. BILLINGS**

All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

**16. INSURANCE**

The School requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The School will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) must at the time submit an original copy of the attached certificate of insurance for coverage in the minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

**17. KEY PERSONNEL**

It is essential that the contractor provide adequate 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.

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

**18. CONTRACT CANCELLATION**

This contract is critical to the School and the School reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any material obligation term or condition of the contract. The School shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:

- A. The contractor provides material that does not meet the specifications of the contract;
- B. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- C. The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
- D. The contractor fails to make progress in the performance of the contract and/or gives the School reason to believe that the contractor will not or cannot perform to the requirements of the contract.

The School may resort to any single or combination of the following remedies:

- A. Cancel any contract;
- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.
- D. In case of default, the School reserves the right to purchase materials, or to complete the required work in accordance with the School Procurement Rules. The School may recover reasonable excess costs from the contractor by:
  - 1. Deduction from an unpaid balance.
  - 2. Collection against the bid and/or performance bond; or
  - 3. Any combination of the above or any other remedies as provided by law.

## **SCOPE OF WORK**

Blackwater Community School/Akimel O’Otham Pee Posh charter School Inc. is seeking proposals for legal services included but not limited to the following:

1. Provide general legal advice and counseling to the Board of Trustees and the Administration of Blackwater Community School /Akimel O’Otham Pee Posh charter School Inc. in connection with some or all of the following (as determined by the Board and Administration) and in conjunction with other counsel.
  - A. Act as General Counsel to the Principal and the Blackwater Community School/Akimel O’Otham Pee Posh Charter School Board of Trustees. General Counsel will provide advice and interpretation of Tribal, State and Federal law and Board policy as it applies to Blackwater Community School.
  - B. Typical Duties (not exhaustive):
    - o Provide general legal advice.
    - o Represent the School in litigation.
    - o Maintain a knowledge of issues facing the School and be prepared to offer legal opinions.
    - o Contracts--as needed prepare, review, consult, and approve.
    - o Board of Trustees actions--review and approve board documents.
    - o Purchasing--participate and recommend appropriate purchasing actions, as needed.
    - o Grants--assist School in federal and state grant process when requested.
    - o Attend work sessions and meetings with Board and staff when requested.
  - C. Specific Duties:
    - o Attend meetings of the Board of Trustees to provide counsel.
    - o Report to and receive assignments from the Administrator or his/her delegate. Board of Trustees may also contact the General Counsel with own inquiries and Counsel is authorized to respond to those inquiries as well.
  - D. Other:
    - o Regularly attend Board meetings (assigned attorney or qualified substitute).
    - o Provide prompt response to inquiries by the Board or Administrator. Establish reasonable completion dates for assignments and be accountable for adherence to such dates.
    - o Time spent by administrative staff on copying, faxing, mailing etc. should not be billed at the attorney rate, but at an appropriate administrative rate only.
    - o Provide billing broken down by assignment or department when required by the School.

### **PROPOSAL FORMAT**

One original and two copies of the proposal must be submitted. The proposal must conform to the format specified below. The School will not make reimbursement for the cost of developing or presenting proposals in response to the RFP.

#### ***Title Page***

Each proposal must contain a title page that identifies the RFP and subject and provides the firm name, address and phone number; the name and title of a contact person; and the date the proposal was submitted. The title page must also state the period the

proposal is effective (non-rescindable).

### ***Table of Contents***

The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

### ***Letter of Transmittal***

A brief letter of transmittal should be submitted that includes the following information:

1. The firm's understanding of the work to be performed;
2. A positive commitment to perform the service within the time period specified;
3. The names of persons authorized to represent the firm, their titles, addresses and telephone numbers;
4. Reference to a sealed envelope that contains the all-inclusive fee for which the financial, accounting and business services work will be done; the fee amount should not be divulged elsewhere in the proposal.

### ***Firm Profile and Qualifications***

All proposals must provide a statement of qualifications concisely describing the firm's capabilities along with the following:

1. Ownership, size, location of the office responsible for providing services to the School,
2. Legal organization (e.g., corporation, partnership) and year of incorporation,
3. A history of providing legal services to governmental and/or nonprofit entities, such as Blackwater Community School,
4. A description of the firm's equal employment opportunity and non-discrimination policies,
5. A summary of the firm's minority and female recruitment efforts and the percentage of minority and female associates and partners,
6. The names and resumes of key members and of each person in the firm who will perform the work requested, including the specific services each would provide - resumes must state specifically the educational background, qualifications and experience of such persons,
7. The current rates for all attorneys (hourly and flat) and other personnel that would be involved in the representation and next anticipated change in such rates,
8. A listing of corporate, non-profit, or municipal clients and references to include addresses and telephone numbers,
9. A statement, in one page or less, of any other relevant factors that should be considered by the School in evaluating the Proposal.

### ***Sealed Dollar Cost Proposal***

1. Total All-Inclusive Maximum Price

The sealed dollar cost proposal should contain all pricing information relative to performing the work as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The School will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost proposal. Such costs should not be included in the proposal.

The sealed dollar cost proposal sheet should include the following information:

- a. Name of Firm

- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal and authorized to sign a contract with Blackwater Community School/Akimel O’Otham Pee Posh Charter School Inc.

2. Rates by Partner, Specialist, Supervisory and Staff level times hours anticipated for each. The sealed dollar cost proposal should include a schedule of professional fees and expenses.

3. Out-of-Pocket Expenses Included in the Total All-Inclusive Maximum Price

4. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the agreement and out-of-pocket expenses incurred in accordance with the firm’s dollar cost proposal. Interim billings shall cover a period of not less than a calendar month.

## **EVALUATION CRITERIA / PROPOSAL FORMAT**

1. Offeree’s Contact: All questions regarding this Request for Proposal (RFP) must be directed to the contract officer as indicated on the cover page of this document.

2. Evaluation: Evaluation criteria are listed in the relative order of importance. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the School based on the following criteria:

2.1 Experience and Reliability of the Firm and Key Personnel

2.2 Overall responsiveness to the RFP, the ability of the submitting firm to provide all information as requested at time of proposal submittal.

3. Proposal Format: **One (1) original and two (2) complete copies** of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled “**original**”. The material should be in sequence and related to the RFP. The School will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror’s proposal. The proposal shall include at least the following information:

3.1 Experience and Expertise: The proposal should contain the following:

3.1.1 Experience of the Offeror’s organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

3.1.2 The proposal should identify the key personnel that will be assigned to work under the contract, and should include a detailed resume for each such individual. Each resume should be in sufficient detail to analyze the proposed person’s qualifications and should include education and related experience.

3.1.3 A list of references. References should be verifiable and should be able to comment on the Offeror’s related experience. The Offeror shall submit at least three (3) similar-type references. The list must include organization name, address, contact person, and their phone number.

3.2 Method of Approach: The Offeror should present a proposed method of satisfying the requirements of the Scope of Work as specified herein on a point-by-point basis. The method of approach should include a written narrative to demonstrate the Offeror’s ability to satisfy the Scope of Work. The language of the written narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.

3.3 Cost Proposal: The cost proposal shall be submitted, as indicated, on the Price Sheet attached to the Request for Proposal.

**Return the signed Offer and Acceptance sheet, Page 1 with your Proposal**

**NO BID RESPONSE**

**Material and/or Service:** \_\_\_\_\_

Bidders not responding to this solicitation are asked to complete this form. Please fax this form to (520) 215-5862 or return by mail to:

Blackwater Community School  
Business Office  
3652 E. Blackwater Community School Rd.  
Coolidge, AZ 85128

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Reason for NO BID:

Do not handle product/service

Unable to respond due to current staff availability and/or business conditions

Insufficient time

Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

\_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_

This NO BID response is authorized by: \_\_\_\_\_

Signature

\_\_\_\_\_

Title

Please check one:

Retain our company on the mailing list for future solicitations.

Please remove our company from the mailing list.

Please remove our company from this commodity or service only.