

REQUEST FOR PROPOSAL
LIVE LANGUAGE INTERPRETING PLATFORM UTILIZING ARTIFICIAL INTELLIGENCE
RFP # 1-526

PHOENIX UNION HIGH SCHOOL DISTRICT NO. 210



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1. NOTICE OF REQUEST FOR PROPOSAL**PHOENIX UNION HIGH SCHOOL DISTRICT NO. 210
NOTICE OF REQUEST FOR PROPOSAL
RFP #1-526****MATERIAL AND/OR SERVICE: Live Language Interpreting Platform Utilizing
Artificial Intelligence****Proposal Due Date: Thursday, June 4, 2026, 2:00 pm****Opening Location: OpenGov Portal**

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. § 15-213, proposals for the material or services specified will be received by the Phoenix Union High School District No. 210, **only by electronic submission**. Proposals must be submitted in the E-Bid system on OpenGov, on or prior to the exact time and date indicated above. Late proposals shall not be accepted. The date and time as indicated on the OpenGov E-Bid system shall be the School District's official clock. Submit your proposal as a single pdf file with all documents completed and signed where required. Proposals received in the E-Bid system by the correct time and date shall be opened and only the names of the Offerors shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. Additional instructions for preparing a Proposal response are provided herein.

NOTE:

- ***Please allow for sufficient time to completely upload your proposal response to the E-Bid system at <https://procurement.opengov.com/portal/phoenixunion>. Depending on your computer speed, internet bandwidth, internet traffic, and size of your bid response document, the time required to fully upload your proposal response may be significant. Proposal responses that are not fully uploaded by the due date and time indicated shall be considered late and shall be rejected.***

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

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Questions regarding this Request for Proposal should be in writing and submitted through the Procurement Portal.

Lila McCleery, CPPB
 Director of Purchasing

2. ADDITIONAL INFORMATION

2.1. Documents Referenced

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

Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: https://apps.azsos.gov/public_services/Title_07/7-02.pdf

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

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

2.2. Timeline

Release Project Date:	May 7, 2026
Question Submission Deadline:	May 21, 2026, 3:00pm
Response Submission Deadline:	June 4, 2026, 2:00pm
Virtual Bid Opening Date and Time (Non-Mandatory):	June 4, 2026, 2:05pm https://teams.microsoft.com/meet/247408584364410?p=SPxu8HgwhyXXtmJkDY

2.3. Background

Phoenix Union High School District was founded in 1895 and is comprised of 10 comprehensive high schools, four specialty schools, one college and career magnet school, three support schools, two micro schools, and a digital academy. The District comprises over 220 square miles of metropolitan Phoenix, Arizona and has approximately 3,000 employees and an annual enrollment of more than 27,000 students.

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3. UNIFORM INSTRUCTIONS TO OFFERORS

3.1. 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 an offeror to submit as part of the Proposal.
- B. **“Contract Amendment”** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
- C. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- D. **“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.
- E. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- F. **“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.
- G. **“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.
- H. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- I. **“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.

3.2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in

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preparing an Offer shall not be grounds for withdrawing the Offer after the Solicitation 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 Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. Inquiries must be submitted through the OpenGov E-Bid system. Any inquiry related to a Solicitation shall refer to the appropriate page, and paragraph.
- D. Timeliness. Any inquiry shall be submitted no later than (tag) on (tag). 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. An offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Solicitation Conference. If a Pre-Solicitation Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An offeror should raise any questions it may have about the Solicitation or the procurement at that time. Statements made during a pre-solicitation 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.

3.3. Offer Preparation

- A. Forms. No Facsimile or Physical Mail (USPS, FEDEX, UPS, In-Person Drop Off, etc.) Bids: An electronic Proposal 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 must be legible and contain the same information requested on the form. Phoenix Union High School District will accept your submission electronically per the e-Bid system on

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<https://procurement.opengov.com/portal/phoenixunion>. Any facsimile, physical delivery, physical mail or mailgram proposal shall be rejected.

- B. Typed or Ink; Corrections. The Offer should be typed or in ink. Erasures, interlineations or other modifications in the Offer should be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under A.A.C. R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted on the Deviations and Exceptions page in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Acknowledgement of Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item

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in the Offer, the School District will conclude that the price(s) offered include all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Offeror.

- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. 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;
 6. Exhibits;
 7. Special Instructions to Offerors;
 8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

3.4. Submission of Offer

- A. **Phoenix Union High School District will accept a proposal submission electronically ONLY.**

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- B. Offer Amendment or Withdrawal. An offeror may modify or withdraw an Offer at any time before Solicitation opening if the modification or withdrawal is received before the Solicitation due date and time designated in the Request for Proposal. An Offer may not be amended or withdrawn after the Solicitation due date and time except as otherwise provided under A.A.C. R7-2-1028.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District, pursuant to A.A.C. R7-2-1006. If an Offeror believes that information in its Offer 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 school district 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.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
1. 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 Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror 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, an Offer 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 Offer; and
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
 3. By submission of this Offer, 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

4. By submission of this Offer, 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.
5. By submission of this Offer, that Offeror has taken steps and exercised due diligence to ensure that Offeror 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).

3.5. Additional Solicitation 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. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest offeror.
- C. Late Offers, Modifications or Withdrawals. An Offer, Modification or Withdrawal submitted after the exact Solicitation due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1028(B).
- D. Disqualification. An Offer from an offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An offeror submitting an offer under this Solicitation shall hold its Offer 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 Offer acceptance, the number of days shall be ninety (90).
- F. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

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- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District reserves the right to:
1. Waive any minor informality;
 2. Reject any and all Offers or portions thereof; or
 3. Cancel a solicitation.

3.6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.
- B. Contract Commencement. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the 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 Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for the District will be contingent upon the approval of the Governing Board, if applicable.

3.7. Protests

- A. 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 as listed in the Special Instructions to Offerors.
- B. 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;

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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.
- C. The interested party shall supply promptly any other information requested by the district representative.
- D. 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.
- E. 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.
- F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the ten (10) days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

4. UNIFORM GENERAL TERMS AND CONDITIONS

4.1. 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.

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- 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.

4.2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with 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. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.

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- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

4.3. 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.
1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes,

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damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

4.4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

4.5. 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.

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- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested,

and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and 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.

4.6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:
 1. A quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

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- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

4.7. School District's Contractual Remedies

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

4.8. Contract Termination

- A. Cancellation 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 within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension 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. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).
- C. Gratuities. In accordance with A.A.C. R7-2-1087(H) the School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or

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employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

- D. 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.
- E. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
1. The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200.
- F. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.

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

- 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.

4.9. Contract Claims

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

4.10. Gift Policy

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

4.11. Integrity of Offer

By signing this Offer, the offeror affirms that the offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District 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 contract.

4.12. 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.

4.13. Contractor’s Employment Eligibility

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By entering the contract, contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws. Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

4.14. 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.

4.15. 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.

4.16. Fingerprint Clearance Cards

- A. 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 may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.
- B. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.
- C. Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District.

4.17. Clarifications

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

4.18. Confidential/Proprietary Information

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- A. Confidential information request: If Offeror believes that its Offer contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District of this fact shall accompany the Offer, 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 withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.
- B. When submitting an offer containing “CONFIDENTIAL” information, offeror 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 offeror marked as “CONFIDENTIAL”.
- C. 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.
- D. Contract Terms and Conditions, Pricing and information generally available to the Public are not considered confidential information under this section.
- E. Public Record: All Offers 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 Purchasing Official.

4.19. Conflict of Interest

All offerors must disclose the name of any officer, director, or agent who is also an employee or Governing Board member of the Phoenix Union High School District.

All offerors 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.

5. FEDERAL FUNDING LANGUAGE

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.

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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.

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. Certificate of Independent Price Determination

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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.

5.6. 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.

5.7. 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).

5.8. 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.

5.9. 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.)

5.10. 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).

5.11. 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

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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).

5.12. Termination Clause

The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200.

5.13. 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.)

5.14. Enabling Vendors to Receive or Pick Up Orders

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.

5.15. 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.

5.16. Minority, Woman Businesses, & Veteran-Owned Businesses

When federal funding may be used, the District shall take affirmative steps to ensure minority businesses, women's business enterprises, veteran-owned businesses, 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.

5.17. Copeland Anti-Kickback Act and Davis-Bacon Act

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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.

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).

5.18. 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.

5.19. Rights to Inventions

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.

5.20. 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.

5.21. 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).

5.22. Prohibition of Reprisals

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Phoenix Union High School District is committed to complying with Federal requirements related to whistleblower protections.

- A. 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:
1. gross mismanagement of a contract or grant;
 2. a gross waste of public funds;
 3. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
 4. an abuse of authority related to the implementation or use of public funds; or
 5. 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.

6. SPECIAL INSTRUCTIONS TO OFFERORS

6.1. District Representative

In accordance with A.A.C. R7-2-1024(B.1.j), and the "Uniform Instructions To Offerors", the District Representative is Dr. Adrian De Alba, Chief Financial Officer.

6.2. Questions

All questions related to this Solicitation shall be in writing and submitted through the Procurement Portal. Offerors shall not contact or ask questions of the school or department for which the requirement is being procured. All inquiries shall be made a minimum of seven (7) days prior to the specified opening date as shown in the Timeline in [ADDITIONAL INFORMATION](#). 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.

6.3. Contract Award

It is anticipated that a contract under this Solicitation will be awarded to single offeror.

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6.4. Evaluation and Award Basis

- A. Representatives of the District will evaluate proposals and score and rank them from the most likely to the one least likely to meet the requirements as outlined in the RFP. Per A.A.C. R7-2-1042(A)(1)(q), if several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews the district reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.
- B. Per A.A.C. R7-2-1042(A)(1)(h) evaluation criteria are listed in the [EVALUATION CRITERIA](#) section.
- C. During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels. Committee members will read, review and evaluate the proposals based on the evaluation criteria. A point formula system will be used to evaluate the offers. The District may call for interviews to clarify information received in the proposal. Firms may be asked to host a site visit and/or interview with the Selection Committee, they may also be asked to revise or modify their proposals following the receipt of other information. However, offering firms are cautioned that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.
- D. All Proposals shall be open for public inspection after award of contract, except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data contained in the Proposal documents remain confidential in accordance with A.A.C. R7-2-1006, R7-2-1016, and R7-2-1042(A.1.u).
- E. In accordance with A.A.C. R7-2-1042(A.1.v) the District **shall not** consider partial offers for award of a contract under this RFP.

6.5. Acceptance of Evaluation Methodology

By submitting a response to this RFP, respondent acknowledges the evaluation process, the established criteria and associated values, and that determination of the “most qualified” firm(s) will require subjective judgments by the District evaluation committee.

6.6. Freight Charges

Freight charges shall be FOB Destination.

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6.7. Offeror Responsibility (as applicable)

- A. The successful Offeror shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.
- B. The successful Offeror shall adequately screen all employees and, where applicable, independent contractors and subcontractors who may be involved in providing services under this contract, to determine the appropriateness of their working at a public school facility.
- C. The successful Offeror shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful Offeror agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.
- D. The successful Offeror must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Offeror's responsibility to ensure continuation of service.
- E. The successful Offeror must provide adequate training for all contracted employees providing services under this contract.
- F. The successful Offeror must make employees/contracted employees/subcontractors aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

6.8. Acknowledgement of Amendments

- A. In accordance with A.A.C. R7-2-1024(B.1.k), offeror shall acknowledge receipt of all amendments.
- B. It is the responsibility of the Offeror to confirm, obtain, and acknowledge all amendments issued by the District prior to submittal of their proposal response.

6.9. Offeror Required Contract/Agreement

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If your firm will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Offer. Contents and stipulations contained in the contract/agreement shall be part of the evaluation criteria.

6.10. 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.

6.11. Integrity of Offer

By signing this Offer, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to any employee of the District, or per A.A.C. R7-2-1024(B.1.q) offeror has not engaged in collusion or anti-competitive practices 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 contract.

6.12. Descriptive Literature

All Offers must include complete manufacturer's descriptive literature regarding the supplies they proposed, or complete descriptive literature of the services they propose to offer. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the Offer being rejected.

6.13. Deviations to Offer

The respondent shall clearly identify any/all exceptions to the RFP specifications or contract terms on the Deviations an Exceptions Form. Exceptions raised at a later time, or in any other location in the Response, will not be considered in any negotiations. Exceptions to the standard contract terms, General Conditions, and/or the terms of this RFP may, in the District's sole discretion, be a basis for the Response to be rejected as nonresponsive.

7. SPECIAL TERMS AND CONDITIONS

7.1. Purpose

Pursuant to provisions of the Arizona School District Procurement Rules, the District intends to establish a contract(s) for **Live Language Interpreting Platform Utilizing Artificial Intelligence**.

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7.2. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase; however, funds are not currently available. Any contract awarded under this offer will be conditioned upon the availability of funds.

7.3. Insurance

- A. Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.
- B. Successful Offeror **may** be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Phoenix Union High School District No. 210 as an additional insured party.
- C. Successful Offeror **may** be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

7.4. Licenses

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.

7.5. Safety

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

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

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7.6. Fingerprint Requirements

Fingerprint clearance cards will not be required for this contract.

7.7. Registered Sex Offender Restrictions

Pursuant to award, Offeror agrees that no employee of the Firm or subcontractor of the Firm, who is required to register as a sex offender, pursuant to A.R.S. § 13-3821, will perform work on the District premises or equipment at any time when District students are, or are reasonably expected to be, present. Offeror further agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the award at the District's discretion.

7.8. Terms of Award

- A. Per A.A.C. R7-2-1024(B.1.i), it is the intent of the District to award a multi-term contract, beginning **August 10, 2026** and continuing through **June 30, 2027**. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.
- B. The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.
- C. It is expected that Governing Board approval for this contract will be made in **August 6, 2026**
- D. **The District will not send out annual contract renewal notifications. Awarded vendor(s) should anticipate that the contract will renew for the entire five-year contract period unless:**
 1. **The District notifies the awarded vendor in writing that they will not be renewing the contract.**
 2. **The awarded vendor notifies the District in writing they desire not to renew the contract for subsequent year(s).**

7.9. Product Delivery

Any Offer 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 offeror immediately and replaced to the District's satisfaction at no additional charge, or issue full credit.

7.10. Guarantees by the Successful Offeror(s)

Offeror 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 for a period

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of at least one (1) year from the date of purchase. If during this period such faults develop, the successful Offeror agrees to replace the item affected without cost to the District.

7.11. Minimum

The volume of value of purchase under the resultant contract(s) is unknown. The District shall not be bound to purchase a minimum quantity during the contract period.

7.12. Non-Exclusive Contract

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

7.13. 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 Offeror's risk and may be returned to Offeror. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Offeror.

7.14. Delivery of Services

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

7.15. Local/Dedicated Representative

Offeror **should** have a DEDICATED field representative available at all times during the contract period.

7.16. Billing

- A. 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 Offer.

7.17. Price Clause

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

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

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concerned. The Offeror shall likewise Offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the District.

7.18. Fuel Surcharges

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Offeror and response by the District's Purchasing Division.

7.19. Procurement Methods

Any materials or services obtained under this Request for Proposal may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. The percent discount offered shall remain the same no matter what purchasing method the District uses.

8. SCOPE OF WORK/SPECIFICATIONS

8.1. Project Overview

Phoenix Union High School District (PUHSD) is seeking to procure and implement an Artificial Intelligence (AI)-powered live language interpreting and transcription platform. The solution will support real-time multilingual communication for students, families, staff, and community members across a wide range of settings, including large public events, meetings, and one-on-one interactions.

The platform must enhance accessibility, promote inclusivity, and integrate seamlessly with existing District systems while maintaining high standards of performance, security, and usability.

8.2. Objectives

The objectives of this project are to:

- Provide accurate, real-time AI-powered language interpretation and transcription.
- Ensure equitable access for multilingual families and community stakeholders.
- Enable seamless communication from one-on-one meetings to events exceeding 1,000 participants.
- Deliver a scalable, reliable, cost-effective, and user friendly platform solution.
- Support continuous improvement through AI and machine learning capabilities.
- Strengthen family and community engagement across diverse linguistic groups.

8.3. Specifications

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1. Scope of Services

The selected vendor shall provide a comprehensive, cloud-based (or hybrid) platform with the following capabilities:

1.1 Platform Capabilities

- Real-time AI-powered language interpretation and translation with minimal latency.
- Live transcription in all supported languages, including English.
- High-accuracy speech-to-text and context-aware translation.
- Support for both voice and text input/output.
- On-demand access with minimal setup requirements.
- Capability to support:
 - Large-scale events (1,000+ participants)
 - Medium-sized meetings
 - One-on-one interactions

1.2 Language Requirements

- Support for a minimum of **50 languages**, including but not limited to Spanish, Mandarin, Vietnamese, Arabic, and American Sign Language (ASL).
- Required support for the following PUHSD community languages:

English, Spanish, Swahili, Kinyarwanda, Arabic, Vietnamese, Burmese, Karen, Somali, Kunama, Dari, Rohingya, Amharic, French, Tigrinya, Karen Ni, Bembe (Kibembe), Bengali

- Ability to rapidly add new languages upon request.
- Continuous improvement of translation accuracy through machine learning.

1.3 User Interface & Experience

- Intuitive, user-friendly interface for staff, students, and community members.
- Accessible via web browsers and mobile applications (ie., Android and iOS).

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- No specialized technical knowledge required for use.
- Customizable user settings and preferences.
- Accessibility features to support diverse user needs.

1.4 Integration Requirements

- Seamless integration with existing District systems, including:
 - Student Information Systems (SIS)
 - Learning Management Systems (LMS)
 - Communication platforms
- Availability of APIs (Application Programming Interface) for custom integrations and secure data exchange.

1.5 Scalability, Performance & Reliability

- Scalable infrastructure capable of handling peak usage and large events.
- System uptime guarantee of **99.9% or higher**.
- Low-latency performance for real-time communication.
- Reliable operation across all deployment scenarios.

1.6 Security & Compliance

- Compliance with all applicable laws and regulations, including:
 - FERPA (Family Education Rights and Privacy Act)
 - COPPA (Children’s Online Privacy Protection Act)
 - Other relevant data privacy standards
- End-to-end encryption for all data transmissions.
- Secure data storage and access controls.
- Regular security audits and vulnerability assessments.

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1.7 Customer Support & Maintenance

- 24/7 technical support via phone, email, and chat.
- Dedicated account manager for PUHSD.
- Real-time support during live events.
- Regular software updates, patches, and system improvements.

1.8 Training & Implementation

- Comprehensive implementation plan with timeline, milestones, and deliverables.
- On-site and virtual training for staff and administrators.
- Ongoing training resources and support materials.
- Configuration and customization to meet District needs.

1.9 Reporting & Analytics

- Real-time usage tracking and performance analytics.
- Customizable reporting dashboards.
- Ability to export data for analysis and compliance reporting.

2. Deliverables

The vendor shall provide:

- Fully functional AI-powered interpreting and transcription platform.
- Configured and integrated system aligned with PUHSD infrastructure.
- Language deployment and expansion plan.
- Training sessions and materials for all user groups.
- Technical documentation and user guides.
- Reporting and analytics tools.
- Ongoing maintenance, updates, and support services.

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3. Implementation Timeline

Vendors must propose a detailed timeline that includes:

- Project kickoff within **30 days** of contract award
 - System configuration and integration
 - Pilot/testing phase
 - Full deployment within **90 days** of kickoff
 - Training and onboarding
-

4. Delivery Requirements

- Cloud-based platform accessible via web and mobile devices.
 - Optional on-premises deployment if required for integration.
 - Complete documentation, including:
 - User manuals
 - Technical documentation
 - Training materials
-

5. Pricing Structure

Vendors must provide:

- Transparent pricing model (subscription, usage-based, or hybrid).
 - Detailed cost breakdown, including:
 - Licensing
 - Language access
 - Support services
 - Customization or add-ons
-

6. Vendor Qualifications

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Vendors must demonstrate:

- Proven experience delivering AI-powered language or interpreting platforms.
 - Successful implementation in K–12 or public sector environments.
 - Strong reliability, uptime, and customer support record.
 - Ability to scale and expand language offerings quickly.
 - References or case studies from similar projects.
-

9. OFFER SUBMITTAL REQUIREMENTS

1. Vendor Introduction Letter*

*Response required

2. Method of Approach*

*Response required

3. Experience and Expertise*

*Response required

4. Please provide proposed platform specifications.*

*Response required

5. Please provide Implementation Timeline.*

*Response required

6. Will you be requiring the District to sign a contract or agreement for this service? *

Yes

No

*Response required

When equals "Yes"

*6.1. Please upload your Vendor required contract/agreement.**

*Response required

7. Please upload your detailed Pricing. *

*Response required

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8. Will you offer a prompt payment discount via invoice?

- Yes
 No

When equals "Yes"

*8.1. What is the percent discount?**

Example: 2% net 10 days

*Response required

9. Offer and Acceptance Form*

Please download the below documents, complete, and upload.

- [Offer and Acceptance Form.pdf](#)

*Response required

10. Is your company declaring any exceptions and/or deviations to any provision of the solicitation?*

- Yes
 No

*Response required

When equals "Yes"

*10.1. Please upload: **

Offerors shall indicate any and all exceptions taken to the provisions or specification in an attached document. Please reference the specific page, section, and item number when listing the deviation and/or exception.

*Response required

11. Is your company requesting any information remain confidential?*

- Yes
 No

*Response required

When equals "Yes"

*11.1. Please upload:**

Offerors should identify in an attachment any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be

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prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. A redacted copy of those sections must also be provided.

Please note under this section, Pricing cannot remain confidential.

*Response required

12. Non-Collusion and No Gratuity-Gift Affidavit*

Please download the below documents, complete, and upload.

- [Non-Collusion and No Gratui...](#)

*Response required

13. W9*

Please download the below documents, complete, and upload.

- [W9.pdf](#)

*Response required

14. Vendor Info Request*

Please download the below documents, complete, and upload.

- [Vendor Info Request.pdf](#)

*Response required

15. Data Sharing and Privacy Agreement*

Please download the below documents, complete, and upload.

- [Data Sharing and Privacy Ag...](#)

*Response required

16. Determination of Responsibility*

Please download the below documents, complete, and upload.

- [Determination of Responsibi...](#)

*Response required

17. Forced Labor of Ethnic Uyghurs Ban*

Please download the below documents, complete, and upload.

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- [Forced Labor of Ethnic Uygh...](#)

*Response required

18. Edgar Certifications*

Please download the below documents, complete, and upload.

- [Edgar Certifications.pdf](#)

*Response required

19. Additional Materials submitted?*

- Yes
- No

*Response required

When equals "Yes"

*19.1. If yes, please upload any additional materials.**

*Response required

10. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Cost</p> <p>While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.</p>	Points Based	<p>350</p> <p><i>(35% of Total)</i></p>

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<p>2.</p>	<p>Functional Requirements & Platform Capabilities</p> <p>Proposed Platform of the Offeror meets the overall quality, effectiveness, and suitability of the proposed solution to meet the District’s needs. This includes the platform’s functionality and ease of use for both staff and community members; the breadth of language coverage and ability to scale across various use cases; and the accuracy and performance of its AI-powered interpretation and transcription capabilities. The solution’s ability to integrate with existing systems, as well as its compliance with applicable security and data privacy requirements. Additionally, the District will assess the level of customer support and training provided to ensure successful implementation and ongoing use.</p>	<p>Points Based</p>	<p>300 <i>(30% of Total)</i></p>
<p>3.</p>	<p>Implementation Timeline & Customer Service Support</p> <p>Offeror's quality and clarity of their proposed implementation timeline, including defined milestones, deliverables, and overall feasibility. Availability and responsiveness of customer service and maintenance support, including support hours, service level commitments, and the offeror's/vendor's ability to provide timely issue resolution and ongoing system reliability.</p>	<p>Points Based</p>	<p>250 <i>(25% of Total)</i></p>
<p>4.</p>	<p>Responsiveness</p> <p>Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the submittal requirements of the RFP.</p>	<p>Points Based</p>	<p>100 <i>(10% of Total)</i></p>

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