



# TEMPE UNION HIGH SCHOOL DISTRICT

## NOTICE OF REQUEST FOR PROPOSAL

**MATERIAL AND/OR SERVICE:** Individual Education Plan System Maintenance, Revisions & Updates

**REQUEST FOR PROPOSAL NUMBER:** 07-014

**PROPOSAL DUE DATE:** **March 20, 2008** **TIME:** 9:00 A.M. **LOCAL TIME**

**CONTRACT TYPE:** Firm Fixed Price

**RFP OPENING LOCATION:** Tempe Union High School District  
Main Reception Desk  
500 W. Guadalupe Road  
Tempe, AZ 85283

In accordance with the School District Procurement Rules in the Arizona Administrative Code (A.C.C.) promulgated by the State Board of Education pursuant to A.R.S. §15-213, request for proposals for the materials or services specified will be received by the Tempe Union High School District, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the name of each offeror shall be publicly read.

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

**Proposals must be submitted in a sealed envelope or package with the Request for Proposals number and offeror's name and address clearly indicated on the envelope or package. 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 PROPOSALS.

Buyer: Carmen Eggleston

Phone Number : (480)839-0292 Ext. 3839


*Loralei Poll*

3-6-08

Loralei Poll, Director of Purchasing

Date

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	<b>SCOPE OF WORK</b> <b>Section 1.0</b> <b>Solicitation No.07-014</b>	<b>TEMPE UNION HIGH SCHOOL DISTRICT</b> <b>PURCHASING DEPARTMENT</b> <b>500 WEST GUADALUPE ROAD</b> <b>TEMPE, ARIZONA 85283</b>
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**1. PURPOSE AND BACKGROUND**

1.1 In April 2003 the District awarded a contract to Arcanum International Co. for Special Education Software. This software or Individual Education Plan System (IEPS) manages all aspects of the information relating to the special services offered to students served by the District and its associated feeder districts. Arcanum's software called Max provides access to current student and program information for evaluation and reporting. Therefore, in order to support this software, the District intends to enter into a contract with a vendor to maintain, revise and update Max. The source code is not available and is owned by Arcanum International Co.

**2. TECHNICAL ENVIRONMENT**

2.1 The District matriculates approximately 13,300 students in seven sites. Six sites are comprehensive high schools and one site is an alternative high school environment. There are approximately 1,200 students in special education. All sites are connected to the District Office via 45Mbit microwave HSSI WAN.

Each site employs a 1Gbit Ethernet backbone connecting segment switches to 100Mbit Ethernet tributaries. The primary platform used in the District is an Intel workstation with Microsoft Windows 2000. The secondary platform is an Intel based notebook computer with Windows 2000; some Macintosh systems, OS 8.6 and above are utilized at both the primary and secondary levels. All platforms are capable of utilizing Netscape Navigator 6 and above and Microsoft Internet Explorer 5 and above.

The current Student Information System (SIS) is implemented on a Digital Equipment Corporation Micro VAX 4000-105 with 32Gb of storage capacity. The software is a highly customized rendition of Pentamation Inc.'s Leadership Series.

The District implements firewall security, NAT, Microsoft IIS, and Windows 2000 Server solutions.


**3. REQUIREMENTS**

3.1 The Contractor shall provide maintenance and revision support for the existing student information system that directly supports the Special Education Department's requirements. The existing system, MAX, is a custom developed system that was designed according to the District's needs.

3.2 The District must be able to make modifications to the software as needed for self-support. Source code availability is important.

3.3 Maintenance provided to the District shall include new releases, fixes, patches, and 24-hour telephone support.

3.4 Any upgrades to software shall be followed with documentation of all changes, additions, deletions, etc.

	<b>SCOPE OF WORK</b> <b>Section 1.0</b> <b>Solicitation No.07-014</b>	<b>TEMPE UNION HIGH SCHOOL DISTRICT PURCHASING DEPARTMENT 500 WEST GUADALUPE ROAD TEMPE, ARIZONA 85283</b>
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3.5 Contractor shall ensure timely updates of product features and options, upgrades, etc. This information shall be delivered to the District Information Systems Department.

3.6 The Contractor shall provide training as needed.

3.7 The Contractor guarantees to use sound principles and practices in the performance of the work and apply to the work that degree of skill, care and judgment necessary to assure that the work shall be of the highest quality.

3.8 The Contractor shall fully cooperate with Districts' personnel, established procedures, etc.

3.9 The Contractor shall furnish all qualified personnel, equipment, materials, services, etc. in order to maintain, revise and update the Individual Education Plan System that is currently operational.

1. **Definition of Terms**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“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.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. **“Responsible Bidder”** means the bidder who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance.
- L. **“Responsive Bidder”** means the bidder who submits a bid that conforms in all material respects to this Notice Inviting Sealed Bids, Instruction to Bidders and the Plans and Specifications which are incorporated herein by this reference.
- M. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).
- N. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- O. **“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.
- P. **“School District”** means the School District that executes the Contract.

2. **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,


**UNIFORM TERMS & CONDITIONS**  
**Section 2.0**  
**Solicitation 07-014**

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. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
  - 1. Contract
  - 2. Special Terms and Conditions;
  - 3. Uniform General Terms and Conditions;
  - 4. Statement or Scope of Work;
  - 5. Specifications;
  - 6. Attachments;
  - 7. Exhibits;
  - 8. Other documents Referenced in the Solicitation;
- D. 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.
- E. 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.
- F. 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.
- G. 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.

**3. 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 three (3) 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. 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.

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- E. 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.
- F. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

**4. Costs and Payments**

- A. 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 from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. 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, 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.
- D. 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.


5. **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 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.

6. **Risk and Liability**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by 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.
- 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; labor disputes; civil disorders; fire; flood; lockouts; 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.



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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 to the extent 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.

**7. Warranties**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. 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.
- C. 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.
- D. 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.
- E. 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, the School District is not subject to or barred by applicable 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.

**8. 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.

**UNIFORM TERMS & CONDITIONS**  
**Section 2.0**  
**Solicitation 07-014**

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. 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.


**9. Contract Termination**

A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 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 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. Gratuities. 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 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.

C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. 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.

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**E. 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 reprocurring the materials or services.

**F. 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.

**10. Contract Claims**

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

**SPECIAL TERMS AND CONDITIONS**  
**Section 3.0**  
**Solicitation 07-014**


TEMPE UNION HIGH SCHOOL  
DISTRICT  
PURCHASING DEPARTMENT  
500 WEST GUADALUPE ROAD  
TEMPE, ARIZONA 85283

1. **PURPOSE:** Pursuant to the School District Procurement Rules, A.A.C. Title 7 Chapter 2, et seq., the Tempe Union High School District intends to establish a contract for Individual Education Plan System Maintenance, Revisions & Updates.
2. **AUTHORITY:** This solicitation as well as any resultant contract is issued under the authority of the Director of Purchasing. No alteration of any resultant contract may be made without the express written approval of the Director of Purchasing 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 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.
3. **CONTRACT TYPE:** Fixed Price Term
4. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the District requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
5. **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 District. 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 authorize District personnel having a legitimate interest in them or persons assisting the District in the evaluation. After contract award, the proposals and evaluation document shall be open for public inspection.
6. **TERM OF CONTRACT:** The term of any resultant contract for the District shall commence on the date of award and shall continue for one (1) year unless terminated, canceled or extended as otherwise provided herein. The District reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date.
7. **CONTRACT EXTENSION:** By mutual written contract amendment, any resultant contract may be extended for one (1) year per extension, up to a maximum of forty-eight (48) months. The contractor shall provide written notice to the District of its desire to extend this contract not later than ninety (90) days prior to the end of any contract year. In the absence of timely notice as provided herein, the contract will terminate on last day of the contract year then in effect. The factors for approval of any extension shall include, but not be limited to the following:
  - A. Quality of work performed
  - B. Effectiveness of support from Contractor's representative and other key personnel;  
and
  - C. Cooperation with District personnel, rules and policies.
8. **CONTRACT ADMINISTRATION:** For information regarding this Request for Proposal contact:

Carmen Eggleston  
(480)839-0292 Ext 3839  
ceggleston@tuhsd.k12.az.us

Following award, the Contractor shall contact the Procurement for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Procurement Officer or his/hers authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

9. **PRICE ADJUSTMENT:** The District 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 District shall determine whether the requested price increase or an alternate option is in the best interest of the District. The price increase adjustment, if approved, will become effective upon the effective date of the contract extension. Any price reductions offered, will become effective upon acceptance by the District.
10. **PRICING:** The Contractor shall give the District an accurate estimate of the number of hours it will take to complete a specific piece of work before starting the work. The hourly price charged shall be the same as that offered on the Price List under Item C.
11. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.
12. **INVOICE AND/OR PAYMENT:** All invoices to the District for services shall identify the purchase/delivery order number, the exact location and the specific services(s) being billed. All invoices shall identify the specific items(s) being serviced. All invoices shall provide summary of work performed including the date the work was performed and the number of hours required for the work to be performed. Any purchase/delivery order issued by the District will refer to the contract number resulting from this Request for Proposal.
13. **DELIVERY:** See Scope of Work
14. **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. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.
15. **SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable occupation safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards adopted by the City of Tempe and any other applicable code, law or statute.
16. **TAXES:** Prices offered shall not include applicable state and local taxes. Taxes must be listed as a separate item on price sheet (if applicable) and on all invoices. The District will pay all applicable taxes.
17. **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 right to obtain like services from other sources.
18. **EMPLOYEES OF THE CONTRACTOR:** All employees of the Contractor employed in performance of work under this Contract shall be employees of the Contractor at all times and not of the District. The Contractor shall comply with the Social Security Act, Workers' Compensation laws and unemployment laws of the State of Arizona as well as federal, state and local legislation relevant to the Contractor's business.
19. **SUBCONTRACTORS:** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly identify any proposed subcontractors and proposed responsibilities in the offer. The Subcontract

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shall incorporate by reference the terms and conditions of the Contract. All proposed Subcontractors shall be licensed in accordance with the State of Arizona contractor licensing requirements and must meet the licensing requirements if any set forth in this solicitation.

- 20. **RELATIONSHIP WITH OTHERS:** The Contractor shall cooperate fully with the District and all such others as may be required in the performance of this Contract. This shall include attendance at meetings, as may be required; presentation of data, as may be requested from time to time by the District to effect such cooperation; and compliance with all directives issued by the District.
- 21. **INSURANCE:** The District requires a complete and valid certificate of insurance issued by one or more companies licensed to do business in the State of Arizona prior to the commencement of any service or activity specified in this solicitation. The District will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) must at that 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. (A sample certificate is included as Attachment 4)

**REQUIREMENTS**

The Contractor shall furnish certificates to Purchasing within ten (10) calendar days after notification of tentative award and prior to contract execution. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The District in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.
  - 1. **Commercial General Liability – Occurrence Form**  
 Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
    - General Aggregate \$2,000,000
    - Products – Completed Operations Aggregate \$1,000,000
    - Personal and Advertising Injury \$1,000,000
    - Blanket Contractual Liability – Written and Oral \$1,000,000
    - Fire Legal Liability \$ 50,000
    - Each Occurrence \$1,000,000
  - a. The policy shall be endorsed to include the following additional insured language: "The Tempe Union High School District, its departments and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

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- b. Policy shall contain a waiver of subrogation against the District, its departments and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$ 500,000

- a. Policy shall contain a waiver of subrogation against the District, its departments and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**3. Business Auto Coverage**


- a. Contractor shall maintain automobile liability and, if necessary, excess/umbrella insurance with a limit of liability of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles. Coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. The District, its departments and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the District. Such notice shall be sent directly to **Tempe Union High School District Attn: Purchasing 500 W Guadalupe Rd, Tempe AZ, 85283** and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the District with certificates of insurance (ACORD form or equivalent approved by the District) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the District before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Tempe Union High School District Attn: Purchasing 500 W Guadalupe Rd, Tempe AZ, 85283**. The District project/contract number and project description shall be noted on the certificate of insurance. The District reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE DISTRICT'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall maintain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Tempe Union High School District, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance.

22. **CONTRACT CANCELLATION:** This contract is subject to cancellation pursuant to A.R.S. 38-511. This contract is critical to the District and the District 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 District 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 District reason to believe that the Contractor will not or cannot perform to the requirements of the contract.

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






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- 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 District reserves the right to purchase materials, or to complete the required work in accordance with the School District Procurement Rules. The District 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.

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**Definition of Terms**

As used in these instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“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.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“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.
- N. **“School District”** means the School District that executes the Contract.

**1. 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 preparing an Offer shall not be grounds for withdrawing the Offer after the Offer 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 inquires concerning this Solicitation to any other employee

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unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquires.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer 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. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- 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.

**2. Offer Preparation**

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must 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 applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an 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 in a clearly identified separate section of the Offer 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.



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1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
2. Request for Qualifications: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
  - 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. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall 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 in the Offer, the School District will conclude that the price(s) offered includes all applicable taxes.
  - 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, the following shall prevail in the order set forth below:
    1. Contract
    2. Special Terms and Conditions;
    3. Uniform General Terms and Conditions;
    4. Statement of Scope of Work;
    5. Specifications;
    6. Attachments;
    7. Exhibits;
    8. Special Instructions to Offerors; and
    9. 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).


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**3. Submission of Offer**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 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. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District shall make a determination on whether the stamped information is confidential pursuant to the School District's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:
  - 1. It did not engage in 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.

**4. Evaluation**

- A. Taxes. All applicable taxes in the Offer will be considered by the School District when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates is the sole responsibility of the Contractor.
- B. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- C. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- D. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer 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). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- E. Payment. 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.
- F. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District reserves the right to:

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1. Waive any minor informality;
2. Reject any and all offers or portions thereof; or
3. Cancel a solicitation.


**5. 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 items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. 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 Procurement Officer's signature of 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.

**6. Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Lorelei Poll, Director of Purchasing. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

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

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**1. SCOPE**

The purpose of this solicitation is to establish a contract to provide Individual Education Plan System Maintenance, Revisions & Updates to Tempe Union High School District.

**2. QUESTIONS**

All questions regarding this solicitation must be submitted in writing and directed to Carmen Eggleston, at (480) 839-0292, Ext. 3839 or fax number (480) 345-3797 or email [ceggleston@tuhsd.k12.az.us](mailto:ceggleston@tuhsd.k12.az.us) no less than seven (7) calendar days prior to the solicitation due date and time.

**3. OFFER OPENING**

Offers shall be publicly opened on the date and time, and at the place designated on the Notice of Request for Proposals (page 1) of this document, unless amended in writing by the District. The name of each offeror and the identity of the solicitation for which the offer was submitted shall be publicly read and recorded in the presence of witnesses at this time. **PRICES SHALL NOT BE READ.** All offers and any modifications and other information received in response to the solicitation shall be shown only to authorize District personnel having a legitimate interest in them or persons assisting the District in the evaluation. After contract award, the successful offer and evaluation document shall be open for public inspection in accordance with Section 4.0, Uniform Instructions to Offers Paragraph 3.C, Public Record.

**4. PREPARATION OF PROPOSAL**

Complete and return all required information to the location indicated on page one (1) by the time indicated. Proposal Format: **One (1) original and two (2) 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 District will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. **FAILURE TO PROVIDE ALL OF THE REQUIRED INFORMATION MAY RESULT IN REJECTION AND/OR HAVE A NEGATIVE IMPACT ON THE EVALUATION OF THE OFFER.** The offeror shall include the following and should be presented in the order in which they appear below. Proposals shall not exceed 100 pages in length.

**4.1 TABLE OF CONTENTS**

All Offerors shall include a Table of Contents.

**4.2 SOLICITATION AMENDMENTS**


Sign and return all Solicitation Amendments issued.

**4.3 ATTACHMENTS**

Complete and submit with offer the following attachments:

Attachment 1, Offer and Acceptance

Attachment 2, References

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Attachment 3, Price Sheet

Attachment 4, Certificate of Insurance

#### 4.4 EVALUATION CRITERIA

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

1. Compliance with Terms and Conditions, Scope of Work, and other RFP Requirements
2. Method of Approach
3. Experience and Expertise
4. Cost

The proposal shall include at least the following information:

1. **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. The proposal should contain the following:
  - 2.1 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.
  - 2.2 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.
  - 2.3 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 (submit school district references if possible). The list must include organization name, address, contact person, and their phone number.
  - 2.4 Any additional information that reflects on the offeror’s ability to perform the required services.
3. **COST PROPOSAL:** The cost proposal shall be submitted, as indicated, on the Price Sheet attached to the RFP.

#### 5. DISCUSSIONS

As provided by A.A.C. R7-2-1047, discussions may be conducted with Offerors who submit offers determined to be reasonably susceptible of being selected for award. If discussions are conducted pursuant to R7-2-1047, the District shall issue a written request for best and final offers. Award may be made without discussions, therefore, offers shall be submitted complete and on most favorable terms.





# OFFER AND ACCEPTANCE

Attachment 1

Solicitation No. 07-014

TEMPE UNION HIGH SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
500 WEST GUADALUPE ROAD  
TEMPE, ARIZONA 85283

## OFFER

TO THE TEMPE UNION HIGH SCHOOL DISTRICT:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation. Signature also certifies understanding and compliance with paragraph one of the District's Standard Terms and Conditions.

For clarification of this offer, contact:

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

Company Name: \_\_\_\_\_ Arizona Transaction (Sales) Privilege Tax License No.: \_\_\_\_\_

Address: \_\_\_\_\_ Federal Employer Identification No.: \_\_\_\_\_

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

Tax Rate: \_\_\_\_\_ % License No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer Title

\_\_\_\_\_  
Printed Name Date

## ACCEPTANCE OF OFFER (For Tempe Union High School District use only)

The Offer is hereby accepted.

The Contractor is now bound to sell the materials, services or construction as indicated by the attached Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the Tempe Union High School District.

The contract is for: Individual Education Plan System Maintenance, Revisions & Updates.

This contract shall henceforth be referenced as Contract No. 07-014. The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives an executed purchase order or written notice to proceed.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Tempe Union High School District

\_\_\_\_\_  
Director of Purchasing  
As Purchasing Officer and not personally

**REFERENCES**  
**Attachment 2**  
**Solicitation 07-014**

Offeror shall list below a minimum of three (3) references for jobs that are similar in scope and size to this requirement.

1. Firm: \_\_\_\_\_

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

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

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Contract Initiation: \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

2. Firm: \_\_\_\_\_

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

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

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Contract Initiation: \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

3. Firm: \_\_\_\_\_


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

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

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Contract Initiation: \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

	<b>PRICE SHEET</b> <b>Attachment 3</b> <b>Solicitation No. 07-014</b>	<b>TEMPE UNION HIGH SCHOOL DISTRICT</b> <b>PURCHASING DEPARTMENT</b> <b>500 WEST GUADALUPE ROAD</b> <b>TEMPE, ARIZONA 85283</b>
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A. The offeror shall provide a firm, fixed price per year to perform the maintenance required in the Scope of Work (i.e.: the total cost of software necessary to keep the system updated and operational, etc.)

\$ \_\_\_\_\_ per year

B. The offeror shall provide a firm, fixed hourly price to perform training.

\$ \_\_\_\_\_ per hour

C. The offeror shall provide a firm, fixed hourly price for the following items that may be requested by the District that are above and beyond the work as described in the Scope of Work.

\$ \_\_\_\_\_ per hour for Programming

\$ \_\_\_\_\_ per hour for Configuration

\$ \_\_\_\_\_ per hour for Training



**QUESTIONNAIRE  
Attachment 4  
Solicitation No. 07-014**

**TEMPE UNION HIGH SCHOOL  
DISTRICT  
PURCHASING DEPARTMENT  
500 WEST GUADALUPE ROAD  
TEMPE, ARIZONA 85283**

1. Describe your response time frame.

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2. Who is your prime contact person that will be assigned to the District? Describe their qualifications.

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3. Describe what telephone support will be provided.

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# CERTIFICATE OF INSURANCE

**Attachment 5  
Solicitation No. 07-014**

**TEMPE UNION HIGH SCHOOL  
DISTRICT  
PURCHASING DEPARTMENT  
500 WEST GUADALUPE ROAD  
TEMPE, ARIZONA 85283**

PRODUCER	COMPANIES AFFORDING COVERAGE	CURRENT A.M. BEST RATING
INSURED	A	
	B	
	C	
	D	

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.**

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (,000)
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT <input type="checkbox"/> PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. \$ _____ PERSONAL & ADV. INJURY \$ _____ EACH OCCURRENCE \$ _____ FIRE DAMAGE(ANY ONE FIRE) \$ _____ MED.EXPENSE(ANY ONE PERSON) \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT \$ _____  BODILY INJURY (PER PERSON) \$ _____ BODILY INJURY (PER ACCIDENT) \$ _____ PROPERTY DAMAGE \$ _____
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE _____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ _____ DISEASE-POLICY LIMIT \$ _____ DISEASE-EACH EMPLOYEE \$ _____
	BUILDERS RISK				
	OTHER:				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:**

*TEMPE UNION HIGH SCHOOL DISTRICT NAMED BELOW IS ADDED AS ADDITIONAL INSUREDS. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE DISTRICT SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.*

**IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE DISTRICT. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.**

CERTIFICATE HOLDER/ADDITIONAL INSURED  <b>TEMPE UNION HIGH SCHOOL DISTRICT #213 500 W Guadalupe Rd Tempe, AZ 85283</b>	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY  SIGNATURE _____  DATE: _____
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