



**May 12, 2008**

**NOTICE OF INVITATION FOR BID**  
**#89-06 - - Microsoft Licensing**

**NOTICE IS HEREBY GIVEN** that the Governing Board of the Peoria Unified School District #11, Maricopa County, Arizona, will receive bids for **Microsoft Licensing**.

Each bid must be submitted in accordance with the General Instructions and Specifications which are available on the District's website at [www.peoriaud.k12.az.us](http://www.peoriaud.k12.az.us)  
 To access bid:

1. Go to [www.peoriaud.k12.az.us](http://www.peoriaud.k12.az.us)
2. Click on Departments
3. Click on Business Services
4. Click on Purchasing
5. Click on "Bid No. 89-06 Microsoft Licensing" on right side of page under Purchasing Documents for Public Viewing

Bids will be sealed, labeled, and filed with the Purchasing Department located at the Peoria Unified School District's Administration Center, 6330 W. Thunderbird Rd., Glendale, AZ 85306 on or before **10:00 a.m., June 4, 2008**. **Bids may not be submitted electronically.**

Hand-deliver to the Purchasing Department at the address listed above or mail to P.O. Box 39, Peoria, Arizona 85380-0039. No bids will be accepted after 10:00 a.m. The "Official Clock" is located in the Purchasing Department.

Bids will be opened and read immediately after the above-mentioned date and time.

The Governing Board reserves the right to reject any or all bids or to waive any informality in any bid. After the Governing Board or authorized designee has awarded the bid, all information and bids submitted will be made available for public inspection unless deemed to be confidential by the firm and determined as such by the District.

Karen L. Freund, C.P.M.  
 Director of Purchasing

Note: Direct inquiries to the buyer listed below via fax or email.

|                      |  |
|----------------------|--|
| <b>Buyer:</b>        | Debie Stahl  |
| <b>Phone Number:</b> | (623) 412-5324   |
| <b>Fax Number:</b>   | (623) 486-6287   |
| <b>Email:</b>        | <a href="mailto:dstahl@peoriaud.k12.az.us">dstahl@peoriaud.k12.az.us</a> |



## GENERAL INSTRUCTIONS

To be considered, bids must be made in accordance with these Instructions to Bidders and in adherence to Arizona Administrative Code, Title 7 Education, Article 10, School District Procurement Rules.

### 1. ADHERENCE TO THE LAW

- 1.1 The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract.
- 1.2 The parties are notified that this agreement is subject to cancellation pursuant to A.R.S. § 38-511.

### 2. BIDDER'S RESPONSIBILITY

- 2.1 Before submitting a bid, bidder shall carefully examine the specifications and fully inform himself/herself as to all existing conditions and limitations and shall include in the bid a sum to cover the cost of all items included in the contract. The bidder, if awarded the contract, shall not be allowed any extra compensation for his failure to totally inform himself prior to bidding.

### 3. BIDDING DOCUMENTS

#### 3.1 DOCUMENTS

- 3.1.1 All documents for this bid shall be issued from the Purchasing Department of the Peoria Unified School District #11 located at the District Administration Center, 6330 W. Thunderbird Rd., Glendale, AZ 85306.
- 3.1.2 Bidding documents may include, but are not limited to the Invitation for Bid, General Instructions to Bidders, Special Instructions, Specifications, Notarized Non-Collusion Affidavit, Signature Page, Price Sheets, Site Maps, Drawings, Prior Approval Request Forms and any Addenda issued prior to receipt of bids.
- 3.1.3 Any errors in the bid specifications, etc., are not binding on the District.

#### 3.2 INTERPRETATIONS ADDENDA

- 3.2.1 Should a bidder find discrepancies in, or omissions from, the bid documents or should he be in doubt as to their meaning, he shall at once notify the District Representative who will send a written addendum to all bidders, if so deemed necessary.
- 3.2.2 Any addenda issued by the District during the time of bidding are to be included in the bid and subsequent contract. **Acknowledge receipt of addenda on the bid form in the space provided.**



## GENERAL INSTRUCTIONS

### 3.3 BRAND NAMES

- 3.3.1 The use of specific brand names shall not be construed as to limit competition, but shall be used to establish a standard of quality or to match an item or product already in use. Unless marked “**NO OTHER BRAND**” in the specifications, bidders are not restricted to bidding on specific brands or makes.
- 3.3.2 Acceptable brands may be used in lieu of detailed specifications. Consideration will be given to bids on other brands quoted “as equal”. However, the Peoria Unified School District will be the sole judge on the question of “equal” quality and their decision shall be final.

## 4. BIDS

- 4.1 Bids must be sealed, labeled, and filed with the Purchasing Department of Peoria Unified School District #11. Bids may be hand delivered to the Peoria Unified School District Administration Center, 6330 W. Thunderbird Road, Glendale, AZ 85306, or mailed to Peoria Unified School District #11, Attn: Karen L. Freund, P.O. Box 39, Peoria, AZ 85380-0039.
- 4.2 All bids must be sealed and must be identified by bid number and title in the lower left-hand corner of the submittal package. Each bid shall be time-stamped upon receipt. Bids shall be accepted up to, and no later than, the date and time indicated in the Invitation for Bid. Any bids received after the date and time indicated shall be returned unopened to the bidder.
- 4.3 The bidder will assume all responsibility for delivery on time at the place specified, whether sent by mail or delivered in person. The District will not be held responsible for the pre-opening of, post-opening of, or the failure to open, a bid not properly addressed or identified.
- 4.4 Bids, to be entitled for consideration, must be made upon the bid form provided. All blank spaces shall be filled; the signature shall be in longhand, and the completed forms shall be without alteration. Any bid received unsigned shall be considered non-responsive and shall be disqualified.
- 4.5 **FAXED BIDS ARE NOT ACCEPTABLE.**

## 5. BID MODIFICATIONS

- 5.1 Bids may not be modified after submittal. Bidders may withdraw bids at any time prior to bid opening. Bidders wishing to resubmit bids must do so prior to the bid opening. No bid may be modified or withdrawn after the bid opening except where the award of the contract has been delayed for sixty (60) days.
- 5.2 The District will not be responsible for bidders adjusting their bids based on oral instructions by any District staff person or by contracted consultant or agent. Bids will be modified by issuance of an addendum by the Purchasing Department, if deemed necessary.



## GENERAL INSTRUCTIONS

### 6. REJECTION OF BIDS

- 6.1 The bidder acknowledges that the District reserves the right to reject any or all bids, or to waive any minor informality or irregularity in any bid received. The District may also withhold the award for any reason it deems necessary and in the best interest of the District. Only the District may determine what's in its own best interest.
- 6.2 The bidder recognizes that the District reserves the right to reject the bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents. The District will not be responsible for any errors or omissions in the preparation of the bid.
- 6.3 Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids, or other irregularities of any kind.

### 7. BID EVALUATION AND AWARDS

- 7.1 Awards will be made to the responsible and responsive bidder(s), whose bid conforms to all material respects to the requirements and evaluation criteria set forth in this Invitation for Bid as will best promote the public interest. The District shall be the sole judge in determining the quality of the products, materials or services bid and whether or not they satisfy the needs of the District. Their decision shall be final.
- 7.2 This bid may be a multiple award.
- 7.3 No criteria may be used in the bid evaluation that was not set forth in this Invitation for Bid. The amount of any applicable transaction privilege or use tax is not a factor in determining the lowest bidder.
- 7.4 A product acceptability evaluation shall be conducted solely to determine whether a bidder's product is acceptable as set forth in the Invitation for Bid and not whether one bidder's product is superior to another bidder's product. Any bidder's offering that does not meet the acceptability requirements shall be rejected as non-responsive.
- 7.5 A record showing the basis for determining the successful bidder shall be retained in the official records of the school district.
- 7.6 Prompt delivery time is of the essence and may be a factor in determining the successful bidder; therefore, delivery time A.R.O. (after receipt of order) shall be stated in your response.
- 7.7 It is expressly contemplated that no contract exists on the part of the District until a written purchase order is executed or an "Official Notice to Proceed" is issued. Notice of award shall be made available to the public.
- 7.8 Bids specifying minimum quantity order requirements will not be accepted.



## GENERAL INSTRUCTIONS

### 8. ONLY ONE BID RECEIVED

8.1 If only one responsive bid is received in response to an Invitation for Bid, an award may be made to the single bidder if the school district determines that the price submitted is fair and reasonable, and that either other prospective bidders had reasonable opportunity to respond, or there is not adequate time for re-solicitation. Otherwise the bid may be rejected in whole or in part as may be specified in the solicitation if it is advantageous to the school district. The reasons for cancellation or rejection shall be made part of the procurement file and:

8.1.1 New bids may be solicited; or

8.1.2 The proposed procurement may be canceled; or

8.1.3 If the school district determines that the need for the material or service continues and the acceptance of the one bid is not advantageous to the school district, the procurement may then be conducted as follows:

8.1.3.1 The school district may follow the sole source procurement procedure if R7-2-1053 applies.

8.1.3.2 Notwithstanding any other provision of this Article, the school district may make emergency procurements pursuant to R7-2-1056 and R7-2-1057 if an emergency condition exists pursuant to R7-2-1056.

### 9. DELIVERY

9.1 Unless otherwise notified by the District, all deliveries under this bid contract will be made to our District Warehouse, located at 10721 N. 95<sup>th</sup> Avenue, Peoria, AZ 85345. Deliveries are accepted 8:00 a.m. to 3:00 p.m., Monday-Friday, unless the District is closed for a holiday. ***Large quantity items shall be delivered on pallets.***

### 10. QUANTITIES

9.2 Quantities may increase or decrease, depending on the needs of the District and availability of funds.

9.3 Items may be purchased individually, as a group, or as an all-or-nothing bid, whichever best serves the needs of the District.



## GENERAL INSTRUCTIONS

### 11. PRODUCT DISCONTINUANCE

- 11.1 In the event the District awards a contract for a particular product that is discontinued by the manufacturer, the District, at its sole discretion, may allow the Vendor to provide a substitute for the discontinued item. The Vendor shall request permission to substitute a new product and/or model and provide the following:
- 11.1.1 A formal announcement from the manufacturer that the product or model has been discontinued.
  - 11.1.2 Documentation from the manufacturer that names the replacement product or model.
  - 11.1.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required.
  - 11.1.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions and uses of the discontinued product or model.
  - 11.1.5 As applicable, if a sample is requested, notification will be given whether the sample is acceptable or is rejected and the reason shall be given.

### 12. PRICING / COST / PAYMENTS

- 12.1 Total cost will include delivery cost, freight, purchase cost, installation (where applicable) and any other cost not mentioned. Any trade-in allowance should be listed separately. Total cost should not include sales tax. Appropriate sales tax will be added to the purchase order of the awarded bidder.
- 12.2 The proper amount of sales tax should be added to your invoice prior to submission for payment. Invoices shall reflect your prices as stated in your bid response; no unapproved price increases will be permitted. Incorrect invoices will delay payment and shall be returned to the vendor for correction.
- 12.3 A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice.



## GENERAL INSTRUCTIONS

### 13. TERM OF CONTRACT

- 13.1 By signing and submitting this bid, Bidder agrees that the District may, at any time prior to **June 30, 2009**, purchase additional quantities at these bid prices as it conforms to bid specifications.
- 13.2 No contract exists unless you receive a purchase order(s). All purchase orders will refer to Bid #89-06 and any bid numbers or reference numbers that the bidder may require.
- 13.3 In addition, by written, mutual agreement, this contract may be extended for additional periods of twelve (12) months. The contract may be renewable annually for a maximum of three (3) years for the entire duration of the contract as initiated by the Director of Purchasing. The term of the contract requires annual renewals. Annual renewals shall be solely based on the determination of the District as to the performance, costs and general quality of the product/service provided by the successful firm or individual selected. Prices shall remain firm for the initial term of the contract.

### 14. WARRANTY/GUARANTEE

- 14.1 All bidders must guarantee full satisfaction of their products and shall permit any unsatisfactory product to be returned **collect** for a full money refund including any freight costs incurred. Vendors will replace any damaged items received at no cost to the District.
- 14.2 Unless otherwise specified, all items shall be guaranteed for a minimum of one (1) year against defects in material and workmanship. The bidder expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose.

### 15. SERVICE

- 15.1 Service shall include but not be limited to:
- 15.1.1 Prompt availability of products following receipt of request form PUSD.
- 15.1.2 Prompt response to PUSD inquiries regarding availability of products, delivery times and other needs that may arise during the term of the contract.
- 15.1.3 Ability and willingness to advise PUSD personnel when special needs arise.
- 15.1.4 Ability and willingness to promptly investigate claims of defective, inferior and/or damaged products and to make necessary adjustments. Investigations to include an on-site response if necessary.
- 15.1.5 A periodic visit to the District's Purchasing Department and District Warehouse from a representative to provide services as required or requested.



## GENERAL INSTRUCTIONS

### 16. CONFIDENTIAL INFORMATION

- 16.1 If a person believes that a bid, proposal, offer, specification or protest contains trade secrets or other proprietary data that should remain confidential and should not be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears.
- 16.2 The information identified by the person as confidential shall not be disclosed until the school district makes a determination, as provided in subsection (15.3) of this section.
- 16.3 The school district shall review the statement and information and shall determine prior to the contract award, whether the information shall be withheld.
- 16.4 If the school district determines to disclose the information, the school district shall inform the bidder in writing of such determination.

### 17. CHANGE ORDERS

- 17.1 No change in the extent of the work shall be made except by written order from the duly authorized agent of the owner who may be either the Administrator for Business Services or the Director of Purchasing.

### 18. DEFEND, INDEMNIFY AND HOLD HARMLESS

- 18.1 The Bidder further agrees to defend, indemnify and hold harmless against: **(1)** any and all losses and liabilities for personal injury, death, or property damage arising out of, or as a consequence of, any work performed under the contract; **(2)** any and all expenses related to claims or lawsuits resulting from the above, including costs and attorney(s) fee; and **(3)** any and all penalties and damages incurred by reason of Bidder's failure to obtain any permit or license under, or comply with any applicable laws, ordinances, or regulations.

### 19. FORCE MAJEURE

- 19.1 Except for payments 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, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; tornadoes or violent winds; volcanic eruptions; meteor strikes; famine; lockouts; injunctions-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. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure; and shall be deemed to continue as long as the results of effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of equipment or oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.





## GENERAL INSTRUCTIONS

### 20. BIDDER SOLICITATION OR BID AWARD PROTEST

- 20.1 Solicitation protest must be in writing and must be filed with the Director of Purchasing ten (10) days before bid opening date. Protest of proposed award or of an award must be filed within ten (10) days after the protester knows or should have known the basis of the protest.
- 20.2 The protest must include the following:
  - 20.2.1 The name, address and telephone number of the protester.
  - 20.2.2 The signature of the protester or it's representative.
  - 20.2.3 Identification of the bid title and number.
  - 20.2.4 A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
  - 20.2.5 The form of relief requested.

### 21. REMEDIES

- 21.1 The Arizona Procurement Code (A.R.S. § Title 41, Chapter 23), School District Procurement Rules (R7-2-1141 through 1153) and Peoria Unified School District #11 Board Policies, where applicable, are incorporated by reference herein and are made a part of this document as if they are fully set forth herein. (Note: The Arizona Procurement Code and School District Procurement Rules are available at most public libraries and in the Purchasing Department of the Peoria Unified School District #11. Board policies for the District are available in the Superintendent's office.)

### 22. NO BIDS

- 22.1 If you do not wish to bid on any of the items and wish to remain on our Bidders List, please mark the Bid Form "**NO BID**", complete the name/address section, sign and return it to us.
- 22.2 If you fail to respond to two (2) consecutive Invitations for Bid (IFB), Requests for Proposal (RFP), or Requests for Written Quotation (RFQ), your firm may be dropped from our Vendor List for the respective commodities/services. You may submit a written request to be considered for reinstatement for those items.

### 23. DISTRICT REPRESENTATIVE

- 23.1 All questions that may arise relative to this bid, product specifications, services, delivery, and plans covering the project(s) or general information shall be referred to **Debie Stahl, Senior Buyer at (623) 412-5324**.



## GENERAL INSTRUCTIONS

### 24. **BID TABULATIONS**

- 24.1 A printed copy of the bid tabulation will be available upon written request to the Director of Purchasing. Oral requests will not be accepted. Each written request must contain a self-addressed, stamped envelope and must reference the bid title and number.
- 24.2 After award, bid files are available for public inspection in the Purchasing Department. Vendors may obtain a printed copy of the tabulation at the time of their visit. **Appointments are recommended.**

### 25. **BID SUBMITTAL DOCUMENTS CHECK LIST**

- 25.1 It is only necessary to return the following documents.
- 25.1.1 Specifications and/or Price Sheet with prices provided.
  - 25.1.2 Signature Page signed in ink and dated.
  - 25.1.3 Notarized Non-Collusion Affidavit
  - 25.1.4 Any additional documentation as required.



## **SPECIFICATIONS**

### **Bid #89-06 - - Microsoft Licensing**

#### **1. INTRODUCTION**

- 1.1 The Peoria Unified School District currently has a requirement for an Authorized Education Reseller to provide Microsoft licensing through our School Agreement 3.5 Subscription and Select Agreement.
- 1.2 The District has entered into a Microsoft School Agreement 3.5 Subscription and a Select Agreement. The District's current Select Agreement expires on June 30, 2008. The current School Agreement expires on July 31, 2008.

#### **2. MICROSOFT SCHOOL AGREEMENT 3.5 SUBSCRIPTION**

- 2.1 The Microsoft School Agreement 3.5 Subscription shall cover a minimum of 9,908 workstations, all Pentium, PowerMac, iMac or better. Licenses shall include the Microsoft School Desktop (License and Software Assurance) which includes Office Professional Suite, Windows XP/Vista Professional Upgrade, Publisher and Core CALs (SMS, Exchange, Windows and Sharepoint Portal Server).
- 2.2 Licenses shall include work-at-home rights for staff on above products.

#### **3. MICROSOFT SELECT AGREEMENT**

- 3.1 The Microsoft Select Agreement shall be a 3 year agreement, renewed annually for all three (3) product pools. Pools include Application, Server and Systems.
- 3.2 Complete media kits and updates shall be provided, in English language only, for the following:
  - 3.2.1 Application Pool
    - Office Family
    - Mapping
    - Developer Tools
    - Training and Learning
    - Products for Macintosh
  - 3.2.2 System Pool
    - Windows Client: Business
  - 3.2.3 Server Pool
    - Windows Server
    - Server Applications



**PRICE SHEET**  
**Bid #89-06 - - Microsoft Licensing**

**VENDOR:** \_\_\_\_\_

***The quantities shown are estimates only and the District reserves the right to increase or decrease quantities actually acquired.***

Number of Workstations on February 1, 2008: 9,908

Number of Workstations to be purchased during 08/09 school year: Approximately 300-400

**SCHOOL AGREEMENT, 3 YEAR SUBSCRIPTION, RENEWED ANNUALLY**

| Qty   | Title  | Unit Price Per Year |
|-------|--|---------------------|
| 9,908 | School Desktop Bundle, License and Software Assurance (Office Professional Suite, Windows XP Pro Upgrade, Vista, Publisher and Core CAL (SMS, Exchange, Windows, Sharepoint Portal Server). <b>Includes work-at-home rights for staff.</b> |                     |
| 9,908 | Expressions Web, License and Software Assurance <b>Includes work-at-home rights for staff.</b>   |                     |

**SELECT AGREEMENT, 3 YEAR SUBSCRIPTION, RENEWED ANNUALLY**

| Qty                                       | Title   | Unit Price                 |
|---|---|----------------------------|
| Supplemental to School Agreement          | <b>Application Pool</b><br>Office Family<br>Mapping<br>Developer Tools<br>Training and Learning<br>Products for Macintosh | Provide Current Price List |
| Supplemental to School Agreement          | <b>System Pool</b><br>Windows Client: Business  | Provide Current Price List |
| 1,500+<br>Over 3 Yr.<br>Subscription Term | <b>Server Pool</b><br>Windows Server<br>Server Applications   | Provide Current Price List |

**COMPLETE MEDIA KITS AND UPDATES SHALL BE PROVIDED IN ENGLISH LANGUAGE ONLY FOR ALL POOLS.**

|   |  |
|---|--|
|  | <b>SIGNATURE PAGE</b><br><b>Bid #89-06 - - Microsoft Licensing</b> |
|---|--|

Number of last addendum received, if applicable: \_\_\_\_\_

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Contact Person (Please Print)

\_\_\_\_\_  
Authorized Signature (If other than contact person, please print name also)

\_\_\_\_\_  
Date

**Any Bid received unsigned shall be considered unresponsive and shall be disqualified. By signing and submitting this bid the vendor hereby agrees to all terms and conditions as stated in this bid document.**

|   |  |
|---|--|
|  | <p><b>NO BID RESPONSE</b><br/> <b>Bid #89-06 - - Microsoft Licensing</b></p> |
|---|--|

Bidders not responding to this solicitation are asked to complete this form. Please fax this form to (623) 486-6287 or return by mail to:

Peoria Unified School District #11  
Purchasing Department  
6330 West Thunderbird Road  
Glendale, Arizona 85306

No Bid submitted at this time

- Please check one:
- Retain our company on the mailing list for future solicitations
  - Please remove our company from the mailing list
  - Please remove our company from this commodity or service only

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

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

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

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

This No Bid is authorized by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, affiant,  
the

\_\_\_\_\_ of  
(TITLE)

\_\_\_\_\_  
(NAME OF COMPANY)

The person, corporation or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this  
\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public