



# KYRENE SCHOOL DISTRICT NO. 28

## NOTICE OF INVITATION FOR BID

**INVITATION FOR BID (IFB) NUMBER:**           K09-09-09          

**MATERIAL AND/OR SERVICE:**                           COMPUTER STORAGE EQUIPMENT                          

**BID DUE DATE:**           July 1, 2008                                **TIME:**           2:00 PM              M.S.T.

**IFB OPENING LOCATION:** Kyrene School District  
Purchasing Department  
8700 South Kyrene Road  
Tempe, Arizona 85284

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, competitive sealed bids for the materials or services specified will be received by the Kyrene School District, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the amount bid shall be publicly read.

Solicitations 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 solicitations shall not be considered.

Solicitations must be submitted in a sealed envelope with the Invitation for Bid number and the bidders name and address clearly indicated on the envelope. All solicitations must be completed in ink or typewritten. Additional instructions for preparing a solicitation are provided herein.

*BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID.*

Contact:                           Jani Fasulo                            
Title:                           Purchasing Manager                            
Email:                           jfasulo@kyrene.org                          

Phone Number:                           (480) 783-4030                            
Fax Number:                           (480) 783-4032                            
Date:                           June 17, 2008

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### **DOCUMENTS REFERENCED:**

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

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

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at  
[http://www.azsos.gov/public\\_services/Title\\_07/7-02.htm](http://www.azsos.gov/public_services/Title_07/7-02.htm)

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



# OFFER AND ACCEPTANCE

Solicitation No.: K09-09-09

*Kyrene School District No. 28  
Purchasing Department  
8700 South Kyrene Road  
Tempe, Arizona 85284*

## OFFER

TO THE KYRENE 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: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

## ACCEPTANCE OF OFFER

(For Kyrene 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 Kyrene School District.

The contract is for: Computer Storage Equipment

This contract shall henceforth be referenced to as Contract No. **K09-09-09**. The contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives an executed purchase order.

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

Kyrene School District No. 28

\_\_\_\_\_  
Business Manager



## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

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

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

3. **LATE BID:** Late Bids shall not be considered, except as provided in the School District Procurement Rules. A Bidder submitting a late bid shall be so notified.

4. **WITHDRAWAL OF BID:** At any time prior to a specified solicitation due time and date a Bidder (or designated representative) may withdraw the Bid. Facsimile, telegraphic or mailgram withdrawals shall not be considered.

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

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

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

8. **TAXES:** The District is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, as required, shall be indicated as a separate item.

### 9. AWARD OF CONTRACT:

- a. Unless the Bidder states otherwise, or unless otherwise provided within the Invitation for Bid, the District reserves the right to make multiple awards or to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the District.
- b. Notwithstanding any other provision of the Invitation for Bid, the District reserves the right to:
  - (1) Waive any immaterial defect or informality; or
  - (2) Reject any or all bids, or portions thereof; or
  - (3) Cancel/Reissue an Invitation for Bid.
- c. A response to an Invitation for Bid is an offer to contract with the District based upon the terms, conditions and specifications contained in the District's Invitation for Bid. Bids do not become contracts unless and until they are accepted by the Kyrene School District Governing Board and an offer and acceptance form or other award document is executed by an authorized District official. The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the Invitation for Bid, unless modified by a Solicitation Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.



## STANDARD TERMS AND CONDITIONS

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

1. **CERTIFICATION:** By signature in the offer section of the offer and acceptance page, Bidder/Offeror certifies that:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Bidder/Offeror shall not discriminate against any employee, or applicant for employment in violation of State Executive Order 75-5 and 99-4 or A.R.S. 41-1461 et. seq.
  - C. The Bidder/Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to remedies provided by law.
2. **GRATUITIES:** The District may, by written notice to the Contractor, cancel this contract if it is found by the District that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
3. **APPLICABLE LAW:** This contract shall be governed by, and the District and Contractor shall have all remedies afforded each by, the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes or rules or regulations pertaining specifically to the District. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.
4. **SCHOOL DISTRICT PROCUREMENT RULES:** Unless expressly provided otherwise herein, the School District Procurement Rules (A.A.C. R7-2-1001 through R7-2-1195) and School Board Policies are a part of this document as if fully set forth herein.
5. **LEGAL REMEDIES:** All claims and controversies shall be subject to the School District Procurement Rules (A.A.C. R7-2-1001 through R7-2-1195).
6. **CONTRACT:** The contract shall be based upon the solicitation issued by the District and the offer submitted by the Contractor in response to the solicitation. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the solicitation. The District reserves the right to clarify any contractual terms with the concurrence of the Contractor, however, any substantial non-conformity in the offer shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the District and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.
7. **CONTRACT AMENDMENTS:** This contract may be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the District and the Contractor.
8. **VERBAL RESPONSES:** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
9. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
10. **TERMINATION BY THE DISTRICT:** The District may cancel this contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Superintendent is received by the parties to this contract, unless the notice specifies a later time.
11. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
12. **RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a district payment issued thereunder and that Contractor should make arrangements to directly pay such expenses, if any.
13. **INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage to the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or



## STANDARD TERMS AND CONDITIONS

acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the School District Procurement Rules is used in this contract, the definition contained in such rules shall control.

- 14. ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned by the Contractor without prior written permission of the District and no delegation of any duty of Contractor shall be made without prior written permission of the District. The District shall not unreasonably withhold approval and shall notify the Contractor of the District's position within fifteen (15) days of receipt of written notice by the Contractor.
- 15. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the District. All subcontracts shall comply with Federal, State and local laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used. The District shall not unreasonably withhold approval and shall notify the Contractor of the District's position within fifteen (15) days of receipt of written notice by the Contractor.
- 16. RIGHTS AND REMEDIES:** No provision in this document or in the Vendor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 17. PROTESTS:** Protests shall be filed, and shall be resolved, in accordance with A.A.C. R7-2-1141 through R7-2-1185. A protest shall be in writing and shall be filed with the District Representative. A protest of a solicitation shall be received at the District Purchasing Department before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
  - A. The name, address and telephone number of the protester;
  - B. The signature of the protester or its representative;
  - C. Identification of the solicitation or contract number;
  - D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
  - E. The form of relief requested.
- 18. WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Mere receipt of the material, service, or construction specified and any inspection incidental thereto by the District shall not alter or affect the obligations of the Contractor or the rights of the District under the foregoing warranties. Warranties of furniture and equipment received during the months of June through August shall commence on the date of school openings. Additional warranty requirements may be set forth in this document.
- 19. INDEMNIFICATION:** Contractor shall indemnify, defend, and save harmless the District from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any reasonable attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the District on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence of the contractor, its employees, agents, representatives, or subcontractors, or of their employees, agents, or representatives, in connection with or incidental to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the contractor and/or its subcontractors or claims under similar laws or obligations. The contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the District or its employees.
- 20. OVERCHARGES BY ANTITRUST VIOLATIONS:** The District maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the District any and all claims for such overcharges as to the goods or services used to fulfill the contract.
- 21. FORCE MAJEURE:**
  - A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, or failures or refusal to act by government authority, and other similar occurrences. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

Force majeure shall not include the following occurrences:

    1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or by an oversold condition of the market.



## STANDARD TERMS AND CONDITIONS

2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
  - B. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing as soon as is practical, of the commencement of such delay and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- 22. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give a written assurance to this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- 23. RECORDS:** Pursuant to A.R.S. 35-214 and 35-215, each Contractor shall retain, and shall contractually require each Subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the District.
- 24. ADVERTISING:** Contractor shall not advertise or publish information concerning this contract, without the prior written consent of the District.
- 25. RIGHT TO INSPECT PLANT:** The District may, at reasonable times and at its expense, inspect the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 26. INSPECTION:** All material, service or construction are subject to final inspection and acceptance by the District. Material, service or construction failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the contractor. If so returned, all costs are the responsibility of the Contractor.
- 27. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables which may be created under this contract are the sole property of the District and shall not be used or released by the Contractor or any other person except with prior written permission of the District.
- 28. PURCHASE ORDERS:** The District shall issue a purchase order for the goods or services covered by this contract. All such purchase orders will reference the contract number as indicated on the Offer and Acceptance page.
- 29. PACKING AND SHIPPING:** (if applicable) Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, Kyrene School District No. 28, 8700 South Kyrene Road, Tempe, Arizona 85284 unless otherwise notified by the District. C.O.D. shipments will not be accepted.
- 30. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the District until the District actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
- 31. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall constitute a breach and contractor shall not have the right to substitute a conforming tender.
- 32. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the District, shall constitute a breach of the contract as a whole.
- 33. SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
- 34. LIENS:** All goods, services and other deliverables supplied to the District under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the District. Upon request of the District, the Contractor shall provide a formal release of all liens.
- 35. PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice.
- 36. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.



## STANDARD TERMS AND CONDITIONS

- 37. COST OF BID PREPARATION:** The District shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 38. CONFIDENTIAL INFORMATION:**
- A. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Procurement Officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
  - B. The information identified by the person as confidential shall not be disclosed until the District makes a written determination.
  - C. The District shall review the statement and information and shall determine in writing whether the information shall be withheld.
  - D. If the District determines to disclose the information, the District shall inform the Bidder in writing of such determination.
- 39. AUTHORIZED CHANGES:** The District reserves the right at any time to make changes in any one or more of the following: a) methods of shipment or packing; b) place of delivery; and c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless evidenced in writing and approved by the Coordinator of Finance prior to the institution of the change.
- 40. TERMINATION FOR CONVENIENCE:** The District reserves the right to terminate any resulting order or contract upon thirty (30) days written notice. The District will be responsible only for those standard items which have been delivered and accepted. If the items being purchased are truly unique and therefore not salable or useable for any other application, the District will reimburse the Contractor for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-progress, and completed but undelivered goods, will pass to the District after costs are claimed and allowed. The Contractor shall submit detailed cost claims in an acceptable manner and shall permit the District to examine such books and records as may be necessary in order to verify the reasonableness of any claims. In the event of non-availability of funding, any resulting order or contract is subject to immediate termination, without penalty, by the District's Governing Board. In addition, all agreements are subject to review by the Maricopa County Attorney.
- 41. PUBLIC RECORD:** All offers submitted in response to this Invitation shall become the property of the District and shall become a matter of public record available for review, subsequent to the award notification.





## SPECIAL TERMS AND CONDITIONS

1. **PURPOSE:** Pursuant to provisions of the School District Procurement Rules, the Kyrene School District intends to establish a contract for the purchase of Computer Storage Equipment.
2. **AUTHORITY:** This solicitation as well as any resultant contract is issued under the authority of the Business Manager. No alteration on any resultant contract may be made without the express written approval of the Business Manager 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 Firm Price.
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 sixty (60) days after the opening time and date.
5. **INQUIRIES:** All questions related to this solicitation shall be in writing. Direct inquiries to the contact person listed on the cover of this document via mail, fax or email. Bidders shall not contact or ask question of the school or department for which this requirement is being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Bidder shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due time and date. All questions shall be responded to as soon as possible.
6. **BID OPENING:** Bids 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 and the prices of the individual line items for each respondent shall be read at this time. Bids, modifications, and all other information received in response to the invitation for bid shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the invitations and evaluation documentation shall be open for public inspection.
7. **TERM OF CONTRACT:** The term of any resultant contract shall commence on the date of award and shall continue through June 30, 2009 unless terminated, canceled or extended as otherwise provided herein.
8. **EVALUATION:** In accordance with the School District Procurement Rules, competitive sealed bidding, awards, shall be made to the lowest responsible and responsive offeror whose bid conforms in all materials respects to the requirements and criteria set forth in the invitation for bids.
9. **QUANTITIES:** This solicitation references quantities as a general indication of the needs of the District. However, the quantities shown are estimates only and the District reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities.
10. **SHIPPING TERMS:** Prices shall be F.O.B. Destination to Kyrene School District, Warehouse, 8700 South Kyrene Road, Tempe, Arizona 85284-2197. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The District will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
11. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any vendor but is only enumerated in order to advise potential bidders of the requirements of the District. Any offer which proposes like quality, design or performance will be considered.
12. **NEW EQUIPMENT:** All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.
13. **DESCRIPTIVE LITERATURE:** All offers submitted shall include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
14. **SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable occupational



## SPECIAL TERMS AND CONDITIONS

safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

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

- 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.



## SPECIFICATIONS/PRICE SHEET

The Kyrene School District wishes to purchase a Nexsan SATABeast for the purpose of acting as secondary storage for the District's CommVault backup systems. The District selected Nexsan because in our research we found that it provided the most storage in the least amount of space. However the District is willing to entertain acceptable alternate bids of comparable equipment.

ITEM #	DESCRIPTION	QTY	UNIT PRICE	MFG/MODEL #
1.	Nexsan SATABeast configured with (42) ITB SATA Disks, 42 Bay, 4U, with Single Controller configured with 512MB Cache controller Cache, (2) iSCSI and (2) Fibre ports, 42TB RAW (or comparative equal)	1 ea.		
2.	Redundant Second controller for SATABeast, 512MB of Cache with (2) Fibre and (2) iSCSI ports (or comparative equal)	1 ea.		
3.	2Gb Controller Cache RAM module (replacing the 512MB currently installed) SATABeast (or comparative equal)	1 ea.		
	<b>GRAND TOTAL</b>		\$	

If bidding other than Nexsan SATABeast, indicate the manufacturer and model number where indicated and include a complete product description with specification literature with your response.

**Warranty:**

Bidder/Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less that three (3) years from the date the equipment is installed. Warranty shall include 24/7 service warranty, which includes parts, materials and phone support. Please indicate compliance or state your company's warranty and any additional cost:

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Cost of Warranty\_\_\_\_\_

**Delivery:** Delivery can be expected within\_\_\_\_\_calendar days after receipt of order.

**Tax Rate Percent**\_\_\_\_\_%



**NO BID RESPONSE**

**COMPUTER STORAGE EQUIPMENT, IFB K09-09-09**

Bidders not responding to this solicitation are asked to complete this form. Please fax this form to (480) 783-4033 or return by mail to:

Kyrene School District No. 28  
Purchasing Department  
8700 South Kyrene Road  
Tempe, AZ 85284

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

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

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

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

*Reason for NO BID:*

- Do not handle product/service
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

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

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

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

\_\_\_\_\_  
Title

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