



TEMPE ELEMENTARY SCHOOL DISTRICT NO. 3 NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL (RFP) NUMBER: 13-23-18

MATERIAL AND/OR SERVICE: WEB AUTHORIZING / CONTENT MANAGEMENT SYSTEM

RFP DUE DATE: NOVEMBER 30, 2012 TIME: 2:00 PM M.S.T.

RFP OPENING LOCATION: Tempe Elementary School District No. 3
Finance/Purchasing Department
3205 South Rural Road
Tempe, AZ 85282

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 proposals for the materials or services specified will be received by the Tempe Elementary School District, at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror 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 with the Request for Proposal number and the offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten. Additional instructions for preparing a proposal are provided herein.

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

Contact: Claudia Leon, CPPB
Title: Purchasing Supervisor
Email: cleon@tempeschools.org

Phone Number: (480) 730-7166
Fax Number: (480) 730-7420
Date: November 1, 2012

www.tempeschools.org/purchasing

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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

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

U.S. Department of Labor’s Immigration and Control Act – Form I-9 is available at
www.uscis.gov

Tempe Elementary School District No. 3 Purchasing Department information is available at
<http://www.tempeschools.org/purchasing>

DEFINITION OF TERMS

As used in this solicitation document, 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 individual or business having a contract with the District to furnish goods and/or services.
- D. **“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 (Bidder)”** means one 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 his or her designee.
- K. **“Responsible”** means a bidder or offeror who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.
- L. **“Responsive”** means a vendor who has submitted a bid which conforms in all material respects to the requirements stated in the solicitation.
- M. **“School District (or District)”** means the School District that executes the Contract.
- N. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Qualifications (“RFQ”).
- O. **“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.
- P. **“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.

UNIFORM INSTRUCTIONS TO OFFERORS

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 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 inquiries requires 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 inquiry 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 inquiries.
- 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 shall 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 result 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 shall 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 shall be submitted with the Offer and shall 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.
 - 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 Proposals or Qualifications: All exceptions that are contained in the Offer may negatively affect the solicitation 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.

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- 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 are exempt from certain 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 are subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer.
- 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 shall 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. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Special Instructions to Offerors; and
 - 8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

3. 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 Arizona 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.

UNIFORM INSTRUCTIONS TO OFFERORS

4. Evaluation

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District when determining the lowest bid or evaluating solicitations; 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, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Offers. An Offer submitted after the exact Offer due date and exact time shall be rejected, except as provided in the School District Procurement Rules.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the 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.
- F. 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.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all Offers or portions thereof; or
 - 3. Cancel a Solicitation.

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 or alternatives, by a group of line items or alternatives, 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 school district's Governing Board. Offerors will be so notified in writing by the School District.
- C. Effective Date. The effective date of this Contract shall be the date that the District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for the School District will be contingent upon the approval of its Governing Board, if applicable.

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, Elizabeth Yeskey, Chief Financial Officer. 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 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.

UNIFORM TERMS AND CONDITIONS

1. CONTRACT INTERPRETATION

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S. §) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. 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. Special Terms and Conditions;
 2. Uniform Terms and Conditions;
 3. Statement or Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Documents referenced or included 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 or 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.

2. CONTRACT ADMINISTRATION AND OPERATION

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the District 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 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.A.C. R7-2-1083, 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, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

UNIFORM TERMS AND CONDITIONS

3. 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.

4. CONTRACT CHANGES

- A. Amendments. This solicitation as well as any resultant contract is issued under the authority of the District's Procurement Officer. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. 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 of 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 school district shall not unreasonably withhold approval.

5. RISK AND LIABILITY

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by Arizona law, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by Arizona law, 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

UNIFORM TERMS AND CONDITIONS

foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, 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.

6. WARRANTIES

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District of the materials or services, they shall be:
 1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the school district including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

UNIFORM TERMS AND CONDITIONS

7. SCHOOL DISTRICT'S CONTRACTUAL REMEDIES

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent 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 Terms and Conditions.
- B. Stop Work Order.
 - 1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of 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 Terms and Conditions.

8. 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 School District may subtract any cost arising from deficient performance. The Contractor shall receive no other compensation, including but not limited to, compensation for lost profits or opportunities, demobilization, overhead or for any other reason or cause.

UNIFORM TERMS AND CONDITIONS

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 goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District on demand.
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 in procuring materials or services in substitution for those due from the Contractor.

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.

- 9. CONTRACT CLAIMS.** All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted there under including A.A.C. R7-2-1156 through 1185.
- 10. OFFSHORE PERFORMANCE.** Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 11. CONTRACTOR'S EMPLOYMENT ELIGIBILITY.** By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws. Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.
- 12. TERRORISM COUNTRY DIVESTMENTS.** Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
- 13. SCRUTINIZED BUSINESS OPERATIONS.** Per A.R.S. 35-391 and 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Sudan or Iran.
- 14. FINGERPRINT CHECKS.** A contractor, subcontractor or vendor, or employee of a contractor, subcontractor or vendor, who is contracted to provide services on a regular basis at an individual school, shall obtain a valid fingerprint clearance card pursuant to A.R.S. 41-1758 et seq. The Superintendent, or designee may exempt from the requirement to obtain a fingerprint clearance card a contractor, subcontractor, or vendor whom the Superintendent or designee has determined is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services to the school or to the School District. The exemption shall be given in writing and a copy filed in the District office.
- A. The District shall conduct a fingerprint check in accordance with ARS § 41-1750 and Public Law 92-544 of all contractors, subcontractors, or vendors and their employees for which fingerprints are submitted to the District.
 - B. Contractor, subcontractors, vendors, and their employees shall not provide services on school district properties until authorized by the District.
 - C. Additionally, contractor shall comply with the governing board policies of the School District.
- 15. REGISTERED SEX OFFENDER RESTRICTION:** Pursuant to this contract, the Contractor agrees by acceptance of this contract that no employee of the Contractor or a subcontractor of the Contractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The Contractor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.

SPECIAL TERMS AND CONDITIONS

1. **PURPOSE:** Pursuant to provisions of the School District Procurement Rules, the Tempe Elementary School District intends to establish a contract for a web authoring / content management system.
2. **AUTHORITY:** This solicitation as well as any resultant contract is issued under the authority of the Governing Board, Superintendent, Chief Financial Officer or designee. No alteration on any resultant contract may be made without the express written approval of the Chief Financial Officer 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. **INQUIRIES:** All questions related to this solicitation shall be in writing. ***Direct all inquiries to Claudia Leon via mail, fax or email as indicated on the cover of this document.*** 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.
4. **LATE SUBMITTALS:** An Offer submitted after the exact due date and time as listed on the cover of this document shall be rejected, except as provided in the School District Procurement Rules. A vendor submitting a late bid/proposal shall be so notified. Late bids/proposals shall only be returned at the vendor's request and cost. The vendor will assume responsibility for delivery on time at the place specified, whether sent by mail or delivered in person. Bids/Proposals sent via telephone, telegraphed, facsimile or emailed are not acceptable.
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 authorized District personnel having a legitimate interest in the evaluation. After contract award, the proposals and evaluation document shall be open for public inspection.
6. **DISCUSSIONS:** In accordance with A.A.C. R7-2-1121, after the initial receipt of proposals, the District reserves the option to conduct discussions with those offerors who submit proposals determined by the District to be reasonably susceptible of being selected for award.
7. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1047, the District shall issue a written request for best and final offers. If offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer.
8. **CONTRACT TYPE:** Fixed Price Term.
9. **MULTI-TERM CONTRACT:** A multi-term contract is being utilized for this procurement because such a contract will serve the best interest of the District by encouraging effective competition or otherwise promoting economics in the District procurement. The estimated requirements cover the period of the contract and are reasonable and continuing.
10. **TERM OF CONTRACT:** The contract will be effective upon the award at the culmination of this solicitation. The first term of the contract will be in effect for six (6) months. E-rate support will be sought beginning with the 2013-2014 Funding Year and subsequent funding years through the life of the contract. If all conditions are met after the first contract term, this contract can be extended, if funding is available, for up to an additional four (4), one-year contracts by mutual written contract amendment. The life of the contract shall not exceed 60 months total. However, no contract exists unless and until a purchase order is issued each fiscal year.
11. **CONTRACT:** The resultant contract shall bind the contractor to furnish and deliver goods or services at the prices, and in accordance with, the conditions of this solicitation. If the contractor will require the District to sign an additional contract, then a copy of the contract shall be included with the proposal. In the event of a conflict between the requirements of this solicitation and the proposed contract, the terms and conditions of the solicitation will take precedence.

SPECIAL TERMS AND CONDITIONS

12. **SPIN:** A Service Provider Identification Number (SPIN) is not required to submit an RFP response. However, in order for the District to seek E-rate funding, the successful contractor must possess a valid SPIN. Therefore, all offerors shall register with the School and Libraries Division to get a SPIN for the current year. Visit the following web page for more information: <http://www.usac.org/sl/service-providers/step01/default.aspx>.
13. **SOFTWARE UPDATES:** The contractor shall provide all new releases and enhancements of the software/system for each year that fees are paid by the District and/or E-rate.
14. **TRAINING:** The contractor shall train designated District personnel on the proper use of the software/system supplied immediately after successful implementation.
15. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses, certificates, permits and like requirements required by the operation of the business conducted by the contractor.
16. **DAMAGES:** The contractor shall be liable for any and all damage caused by him or his employees to the Tempe Elementary School District premises. The bidder shall hold and save the Tempe Elementary School District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.
17. **BILLINGS:** All billing notices shall identify the specific item(s) and/or services being billed. Items are to be identified by name, model/serial number as most applicable. Contractor shall provide the purchase order number on all billing notices submitted to the District. Any purchase order issued will refer to the contract number resulting from this solicitation.
18. **PAYMENTS:** Payment will be made only after submission of proper invoices as required by the District, within applicable state law and all federal E-rate requirements. Payment of any invoice shall not preclude the District from making claim for adjustment on any item or service found not to have been in accordance with general conditions and specifications and those of the Schools and Libraries Division of USAC and the federal E-rate Program.
19. **INSURANCE:** The District requires a complete and valid certificate insurance prior to the commencement of any service or activity specified in this solicitation. The District will notify the contractor(s) of the intent to issue a contract award. The contractor(s) must at that time submit an original copy of the certificate of insurance for coverage in the minimum amounts stated and naming Tempe Elementary School District No. 3 as an additional insured party. 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.
 - Contractor agrees to maintain such insurance as will fully protect Contractor and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Contractor, its employees, or by anyone directly or indirectly engaged or employed by Contractor. Contractor agrees to maintain such automobile liability insurance as will fully protect Contractor and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Contractor or its employees, while providing services to the District.
 - Successful Contractor will be required to provide proof of and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage and naming Tempe School District No. 3 as an additional insured party.
 - Successful Contractor will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.
20. **REGISTERED SEX OFFENDER RESTRICTION:** Pursuant to this contract, the contractor agrees by acceptance of this contract that no employee of the contractor or a subcontractor of the contractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The contractor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.

SPECIAL TERMS AND CONDITIONS

- 21. NON-PERFORMANCE:** Non-performance of contract will give sufficient cause for the District to cancel the contract. Non-performance shall be construed to include, but is not restricted to, failure of successful firm to deliver in the time specified, or in the manner required. Contract is subject to cancellation pursuant to ARS §38-511. Should the provider default, the District will submit a SPIN change to the Schools and Libraries Division so that the specified service can be obtained by the next provider under this same RFP.
- 22. ASSIGNMENT:** Unless otherwise provided for, in the specific instructions or specifications, it is mutually understood and agreed that the successful firm shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein without prior written approval of the District. This is especially true due to E-rate constraints.

SCOPE OF WORK

1. DISTRICT INTENT AND GOALS:

- 1.1 The Tempe Elementary School District No. 3 ("District") is seeking a qualified provider of a web authoring / content management system and hosting services to update our current site: www.tempeschools.org
- 1.2 The District would like to better connect with current and potential parents and employees to continue to build the positive image of who we are and what we provide.
- 1.3 The District will also use the website to market the school district and increase enrollment by attracting new students.

2. BACKGROUND INFORMATION:

- 2.1 Currently the District consists of 20 schools and three (3) District facilities. These numbers could fluctuate throughout the contract term.
- 2.2 In addition to a content management system, the District currently uses Studio MX, including Dreamweaver and Fireworks software applications on the website.
- 2.3 The District currently uses Firefox, Safari, and Internet Explorer as its primary web browsers.
- 2.4 Bandwidth between the District Office and individual schools is 300 Mb maximum.
- 2.5 The District currently utilizes an Open Text First Class email server for all email functions.

3. DISTRICT RESPONSIBILITIES:

- 3.1 The District shall provide direction for organization of content.
- 3.2 The District shall provide graphic consultation to the Contractor by the District's graphic design specialist/web master.
- 3.3 The District shall provide focus groups for user testing throughout development timeline.

4. CONTRACTOR RESPONSIBILITIES:

- 4.1 The Contractor shall provide expertise and design experience to develop a cost-effective, efficient and easily managed web authoring and content management system for the District.
- 4.2 The Contractor shall provide hosting services 24 hours a day, 7 days a week.
- 4.3 The Contractor shall provide a website system that has potential for growth as new technology and services become available.

SYSTEM FUNCTIONALITIES - CHECKLIST

SYSTEM FUNCTIONALITIES:

The District seeks a re-design of their website with a professional look that appeals to parents and provides at least, the functionalities listed below. These functionalities are not meant to limit or restrict any software or system, but rather help the District gauge the abilities of the proposed software or system.

Please choose the appropriate column as it relates to the system or software offered by your firm:

COMPLIES = this functionality is available as described

DIFFERS = this functionality is available but not exactly as described

NOT AVAILABLE = this functionality is not available

		COMPLIES	DIFFERS	NOT AVAILABLE
1.	The web design/content management system needs to be platform and browser independent and work in Firefox, Safari, and Internet Explorer applications.			
2.	Animated photo/photo gallery and editable text block on (District and schools/facilities) homepages (for a rotating banner, photo, or video with or without text), i.e. can click through to play video or go to photo gallery/slideshow to showcase most important content.			
3.	Content Management System that allows for:			
	3.1 Browser-based updating			
	3.2 Uploading of text, graphics, photographs and Quick Time or other videos (without limiting size/quality of original file)			
	3.3 Ability to upload large files (as large as 1 GB or larger) for HTML reference and/or storage			
	3.4 Stories to be stored, cued and scheduled for posting, remove or changed daily if necessary			
	3.5 Photo/video galleries			
	3.6 Bank of images/graphics/photos for placement in web pages			
	3.7 Web pages and stories have capability to be moderated			
	3.8 Ability for web masters and designated users to edit HTML/code and embed code on any web page on site			
	3.9 Filing cabinet for housing forms and documents (both for public website and employee portal)			
4.	News stories on all homepages with option for images that can stand alone, link to photo gallery, or play a video			
5.	Ability to embed video (HTML code) into any web page			
6.	Ability for website/content to display well and function properly on tablets, Smart phones, and other electronic devices			
7.	Subscription service that allows parents and community members (through website) and employees (through employee portal) to select specific categories and receive information through email or text messaging. Service shall provide the ability for readers to unsubscribe.			
8.	Ability to change structure/design/functionality of District and school/facility homepages			
9.	Accurate search function within site to locate current and past content			
10.	Calendar function that is easy to locate and user-friendly			
	10.1 Can also be used for middle school athletics scheduling			
	10.2 Ability to export to iCal, Google Calendar, or other applications			
11.	Ability to utilize surveys/feedback/polls with optional ability for "smart" multi-tiered surveys			
12.	Ability to generate list of and search for current employees based on position and school/facility location, i.e. Staff Directory			
13.	Ability on homepages for list of links to frequently visited web pages and ability to add or delete items as needed, i.e. QuickLinks			
14.	Ability to create doorways/custom URLs			
15.	Ability for feedback system that allows web viewers to contact District and/or specific schools/locations and designated web admins to reply, i.e. Contact Us/Feedback.			

SYSTEM FUNCTIONALITIES - CHECKLIST

Please choose the appropriate column as it relates to the system or software offered by your firm:

COMPLIES = this functionality is available as described

DIFFERS = this functionality is available but not exactly as described

NOT AVAILABLE = this functionality is not available

		COMPLIES	DIFFERS	NOT AVAILABLE
16.	Ability for online registration for community and staff classes			
17.	Space/capacity for approximately 1,000 teacher/classroom/program pages			
18.	Ability to track number of viewers, how they are navigating through the site, and top searches with ability to generate detailed reports			
19.	Automatic site map generation			
20.	Internal only website that is password protected. Site would include a secure employee portal that is password enabled, which would handle public communications to/from employees (no private data could be accessed from the site) but is accessible from outside the network (i.e., from home, during the summer, etc.).			
21.	Ability for various users (not web masters) to access certain pre-determined web pages for browser-based updating to content, but not structure. (These users will need to have the ability to update content without knowing technical skills, i.e. coding/programming.)			
22.	Maintain consistent look and feel throughout entire website.			
23.	Ability to provide accurate translation of website in multiple languages, while providing an optional District disclaimer			
24.	Printer friendly capabilities for most pages of website			

OPTIONAL FUNCTIONALITIES: The District also desires the following optional functions, if available. These optional functionalities are not meant to limit or restrict any software or system, but rather help the District gauge the abilities of the proposed software or system.

Please choose the appropriate column as it relates to the system or software offered by your firm:

COMPLIES = this functionality is available as described

DIFFERS = this functionality is available but not exactly as described

NOT AVAILABLE = this functionality is not available

		COMPLIES	DIFFERS	NOT AVAILABLE
25.	Ability to duplicate web pages with all associated content, i.e., links, files, images/photos, etc.			
26.	Ability to post same news story on District, school/facility, and employee portal site allowing for different appear/hide dates			
27.	Newsletter creator module			
28.	Ability to enroll/register students online/electronically			
29.	Ability to add complex tables or copy and paste tables from Word/Excel without causing errors			
30.	Ability to use LDAP authentication as way for employees access employee portal easily as a single sign-on			
31.	Ability for users to e-mail or share web pages			
32.	Driving directions/maps to District locations			
33.	RSS capable			
34.	Pod casts capable			
35.	Allows for integration of various components with Edupoint Synergy Student Information System such as GradeBook			

PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

Proposal Format: One (1) original and seven (7) copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original 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 include the requested information may have a negative impact on the evaluation of the offeror’s proposal. **The proposal should conform to the format specified below and include, but not be limited to the following:**

Tab 1 - General Purposed Contents:

A statement indicating the name of the firm, address, telephone number(s) and location of office(s) from which the work solicited by this RFP is to be included. Each proposal should contain a table of contents with a clear and complete identification of the materials submitted by section and page number.

- The confidential /proprietary submittal form (enclosed) should be signed and returned with proposal.
- The offer and acceptance form (enclosed) should be signed and returned with proposal.
- The non-collusion form (enclosed) should be signed and returned with proposal.

Tab 2 - Method of Approach:

The method of approach should include a written narrative to demonstrate the offeror’s ability to satisfy the District’s intent and goals, taking into consideration any additional services or expertise offered that exceeds the requirements of the RFP. The language of the written narrative should be straightforward and limited to facts, solutions to problems, project action plan, approach and understanding.

Tab 3 - Experience and Expertise:

Experience and expertise 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.

- The proposal should identify the key personnel that will be assigned to work under the contract. Provide sufficient detail to analyze the proposed person’s qualifications and related experience.
- The offeror shall submit at least three (3) similar-type references from present and former clients using similar types of services. References from school district or other governmental entities are preferred. The lists must include organization name, address, contact person, and their phone number. Please include website(s) for these references that show/demonstrate your work.
- Demonstrate your firms experience as an E-rate provider to public school districts and/or libraries. It is highly desirable that the provider be currently providing these services to school districts. List your E-rate SPIN number.

Tab 4 - System Functionality Contents:

Overall system functionality is considered in the evaluation process. Therefore, the offeror is advised to submit any information which documents the proposed system and all its’ functionalities. The offeror should complete and return the system functionalities checklist on pages 16 – 17, as well as address the following:

- Include the number of users that can be on-line at one time, based on recommendations.
- Include operating system requirements (if any).
- Describe in detail your guaranteed up-time and if there is a user tool available for checking up-time.
- Describe how your company provides backup to the website to a secondary web server or other method.
- Describe your company’s technical support including hours of operation and procedures.
- Describe training included in the proposed solution and ongoing training if requested.
- Confirm that the District is able to send and receive e-mails with the proposed system using First Class email.

Tab 5 - Cost Contents:

Provide the total cost for web authoring/content management system. Provide the total cost to implement the web hosting services. Include a detailed identification of ALL costs necessary to make the system a success.

- Identify the E-rate eligibility percentage of costs. Include a cost for all E-rate eligible and ineligible components.
- Identify cost for any tangible (i.e. hardware/component) item required as part of the proposed solution.
- Identify cost for hosting services for the 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018 fiscal years.
- Identify cost for minimum system functionalities and optional functionalities as listed in this solicitation.
- Identify the training costs necessary to train users and staff.
- Identify any other cost components for additional modules, functionalities or tools that the offeror is able to make available, but are not directly requested in this RFP.
- Specify the support and maintenance costs required to sustain and keep current all systems functionality for the purchase year plus four (4) additional fiscal years.

EVALUATION CRITERIA

All questions regarding this RFP must be directed to the contact person as indicated on the cover page of this solicitation.

The proposals will be initially evaluated for conforming to the requirements of the RFP in accordance with the evaluation criteria listed below and a score/rank will be given. The evaluation criteria are listed in the relative order of importance and in accordance with E-rate requirements:

1. Cost (E-rate Eligible)
2. Cost (Ineligible)
3. Overall System Approach (Functionalities, Training and Support)
4. Method of Approach (Project Understanding; Approach Clearly Described; Understanding of District's Goals)
5. Experience and Expertise

ORAL PRESENTATIONS / PRODUCT DEMONSTRATIONS:

After the evaluation process of proposals is completed, the most responsive offeror(s) may be required to make an oral presentations / product demonstrations, if it is determined that it would benefit the District's evaluation process.

Tentative date for presentations December 11th and/or 12th, 2012

Location Tempe Elementary School District No. 3
Sanchez Administration Center
3205 South Rural Road
Tempe, AZ 85282

The District reserves the option to conduct discussions with the/those offeror(s) receiving the highest ranking from the presentations/demonstrations. The District shall then request a best and final offer as permitted by A.A.C. R7-2-1047. The award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the District.

OFFER AND ACCEPTANCE

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 and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

Email: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

CERTIFICATION - By signature in the Offer section above, the offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465 et. Seq.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §§ 41-4401 and A.R.S. §§ 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. §§ 35-392, the offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. §§ 35-391 and 35-393, the offeror does not have scrutinized business operations in Sudan or Iran.
7. In accordance with A.R.S. §§ 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.
8. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
9. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE OF OFFER

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 Elementary School District No. 3.

This contract is for: **Web Authoring / Content Management System**

This contract shall henceforth be referred to as **Contract No. 13-23-18**. 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 from Tempe School District No. 3.

Awarded this _____ day of _____ 20_____

Elizabeth Yeskey, Chief Financial Officer

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

Name

Title

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal (“Offeror”) with respect to the District’s solicitation, and having first been duly sworn, I hereby depose and state as follows:

The accompanying proposal is genuine, and such proposal is neither a sham nor collusive, nor is such Proposal made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other offeror to put in a sham or collusive bid, or induced or solicited any other offeror to refrain from submitting a proposal.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other bidder.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of

_____, 20_____

Notary Public: _____

My Commission Expires: _____

THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR RESPONSE.