

Mesa Unified School District #4

ELECTRONIC DOCUMENT MANAGEMENT SYSTEM PROPOSAL #26-124MP

This is a RFP notification only. You must retrieve the document by using the instructions shown below or by contacting the Purchasing Department at (480) 472-0140 or (480) 472-0141.

If you have Internet access, you can retrieve a copy of the RFP by following these steps:

1. Access the Internet via your browser (Explorer or Netscape)
2. If you have Adobe Acrobat Reader go to Step 5
3. If you do not have Adobe Acrobat Reader please download a free copy at Adobe.com
4. After downloading the free copy be sure to run the .exe file to install it as a "browser plugin".
5. In the URL (Location) enter: www.mpsaz.org/purchasing
6. Print the file or save it and print it later.

If you would like your RFP emailed indicate your email address in the space provided below.

If you would like your RFP faxed indicate your fax number in the space provided below.

This RFP is available at the Purchasing Dept, located at 549 N. Stapley Dr., Bldg 1, Mesa, AZ.

Contact Buyer at (480) 472-0143 or Asst. at (480) 472-0141 to pick up a copy of the RFP package.

TELEPHONED, E-MAILED NOR FAXED PROPOSALS ARE ACCEPTABLE.

**RETURNING THIS FORM ONLY DOES NOT FULFILL BID REQUIREMENTS UNLESS
RESPONDING WITH A "NO BID" AS SHOWN BELOW.**

CHECK APPROPRIATE BOX:

☐	Yes, I plan to access the RFP from the Internet.	Printed Name: _____
☐	Email RFP package _____	Signature: _____
		Company: _____
☐	Fax RFP package _____	Address: _____
☐	"No Bid". Keep on Bidder's list..	City/State: _____
		Phone: _____ Fax: _____
		eMail: _____

Mary Talerico/Buyer
Purchasing Department
Phone: (480) 472-0143
Fax: (480) 472-0144
E-mail: mtaleric@mpsaz.org

PLEASE FAX COMPLETED FORM TO: (480) 472-0144

REQUEST FOR PROPOSALS

Material and/or Service: **Proposal #26-124MP** *Issue Date: Friday, November 17, 2006*
EDMS Software

Proposal DUE DATE: Wednesday, December 6, 2006 Time: 2:00 P.M. local time

Opening Location: 549 N. Stapley Dr. Bldg #1, Mesa, AZ 85203

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposals for the material or services specified will be received by the **Mesa Unified School District #4**, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened. The vendors submitting shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office**, please call **(480)472-0140**.

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 will remain unopened and shall not be considered. Late proposals may be returned to the offeror.

Proposals must be submitted in a sealed envelope using the District's solicitation number and Offeror's name and address clearly indicated on the outermost envelope. All Proposals must be written legibly in ink or typewritten. Additional instructions for preparing a Proposal are provided herein.

This Proposal is being issued by the *Mesa Unified School District #4* as a member of the Greater Phoenix Purchasing Consortium of Schools "GPPCS" and Strategic Alliance of Volume Expenditures (SAVE). While this Proposal is for the *Mesa Unified School District #4*, other public entities may be interested in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorize and govern intergovernmental procurements. Members of "GPPCS" and "SAVE", groups of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible School Districts/public entities, recognizing potential equipment, logistical and capacity limitations by vendor may limit "piggybacking" of this award. Individual public entities would negotiate service with successful vendors using the proposal pricing quoted herein. No volume is implied or guaranteed.

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

Mary Talerico
Phone: (480) 472-0143
Fax: (480) 472-0144
Email: mtaleric@mpsaz.org
11/17/2006

COOPERATIVE PURCHASING

This solicitation is being issued by the **Mesa Unified School District #4** as a member of the Greater Phoenix Purchasing Consortium of Schools (GPPCS). Any contract resulting from this solicitation shall be available for the use of the consortium members. In order to participate in any resultant contract, a school district must have entered into a cooperative purchasing agreement with the consortium as required by School District Procurement Rule A.A.C. R7-2-1095. No volume is implied or guaranteed.

Below is a list of current member districts in the Consortium who potentially may wish to utilize the Contract. Other school districts in and around the Maricopa County may be added during the term of the contract by GPPCS with the approval of the lead district and the contract vendor.

Greater Phoenix Purchasing Consortium of Schools

Current School District Members

- | | |
|--|---|
| 1. Agua Fria Union High School District No. #216 | 25. Littleton Elementary School District #65 |
| 2. Alhambra Elementary School District #68 | 26. Madison Elementary School District |
| 3. Apache Junction Unified School District #43 | 27. Maricopa Unified School District #20 |
| 4. Avondale Elementary School District #44 | 28. Mesa Unified School District #4 |
| 5. Balsz Elementary School District #31 | 29. Murphy Elementary School District #21 |
| 6. Buckeye Elementary School District #33 | 30. Osborn Elementary School District #8 |
| 7. Cartwright Elementary School District #83 | 31. Paradise Valley Unified School District #69 |
| 8. Cave Creek Unified School District #93 | 32. Pendergast Elementary School District #92 |
| 9. Chandler Unified School District #80 | 33. Peoria Unified School District |
| 10. Creighton Elementary School District #14 | 34. Phoenix Elementary School District #1 |
| 11. Deer Valley Unified School District #97 | 35. Phoenix Union High School District #210 |
| 12. Dysart Unified School District #89 | 36. Queen Creek Unified School District #95 |
| 13. East Valley Institute of Technology | 37. Riverside Elementary School District #2 |
| 14. Fountain Hills Unified School District #98 | 38. Roosevelt Elementary School District #66 |
| 15. Fowler Elementary School District #45 | 39. Scottsdale Unified School District #48 |
| 16. Gilbert Unified School District #41 | 40. Stanfield Elementary School District #24 |
| 17. Glendale Elementary School District #40 | 41. Tempe Elementary School District #3 |
| 18. Glendale Union High School District #205 | 42. Tempe Union High School District #213 |
| 19. Higley Unified School District #60 | 43. Tolleson Elementary School District #17 |
| 20. Isaac Elementary School District #5 | 44. Tolleson Union High School District #214 |
| 21. J.O. Combs Elementary School District #44 | 45. Union Elementary School District |
| 22. Kyrene Elementary School District #28 | 46. Washington Elementary School District #6 |
| 23. Liberty Elementary School District #25 | 47. Palo Verde Elementary School District #49 |
| 24. Litchfield Elementary School District #79 | 48. Coolidge Unified School District #21 |
| | 49. Nadaburg School District #81 |

Charter School Members

50. Horizon Community Learning Center

Below is a list of current member government agencies in the SAVE cooperative that potentially may wish to utilize the Contract. Other government agencies may be added during the term of the contract with the approval of the contract vendor. No volume is implied or guaranteed.

Strategic Alliance of Volume Expenditures (SAVE)

The following agencies have signed the Intergovernmental Agreement with the SAVE as of December 16, 2003.

City of Avondale	City of Chandler
City of Flagstaff	City of Glendale
City of Mesa	City of Peoria
City of Scottsdale	City of Tempe
City of Yuma	Town of Cave Creek
Town of Queen Creek	Coconino County
Gila County	Maricopa County
Mohave County	Pima County
Pinal County	Santa Cruz County
Yuma County	Arizona State University
Maricopa Community College District	Arizona Dept. of Administration, State Procurement Office
Superstition Mts Community Facilities District	Williams Gateway Airport Authority
Alhambra School District # 68	Apache Junction Unified School District # 43
Balsz School District #31	Cartwright School District #83
Chandler Unified School District # 80	Coolidge Unified School District #21
Cottonwood-Oak Creek School District #6	Crane Elementary School District # 13
Deer Valley Unified School District #97	Douglas Unified School District
Dysart Unified School District # 89	Flagstaff Unified School District # 1
Florence Unified School District # 1	Gadsden Elementary School District # 32
Holbrook Unified School District #3	Isaac School District # 5
Lake Havasu Unified School District # 1	Littleton Elementary School District #65
Marana Unified School District #6	Maricopa Unified School District
Mesa Unified School District # 4	Mohawk Valley School District # 17
Naco Unified School District	Nogales Unified School District # 1
Parker Unified School District #27	Pendergast School District #92
Phoenix Elementary School District # 1	Phoenix Union High School District #210
Queen Creek Unified School District # 95	Roosevelt Elementary School District # 66
Round Valley Unified School District	Safford Unified School District
Sahuarita Unified School District	Scottsdale Unified School District # 48
Sierra Vista Unified School District # 68	Sunnyside Unified School District #12
Tempe Elementary School District # 3	Tempe Union High School District # 213
Tolleson Union High School District # 214	Tucson Unified School District
Union Elementary School District #62	Washington Elementary School District # 6
Wilcox Unified School District	Yuma School District # 1
Yuma Union High School District #70	

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DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at “<http://www.azleg.state.az.us/ars/ars/htm>”

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
“http://www.sosaz.com/public_services/Title_07/7-02.htm”

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
<http://www.mpsaz.org/purchase/bids/fw9.pdf>

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; Purchase Order; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Solicitation”** means an Invitation for Bids (“IFB”), Request for Bids (“RFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District/Public Entity”** means the School District/public entity that executes the Contract.

2. **Inquiries**

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in 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 inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time. Inquiries may be emailed to the Buyer.
- 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.

3. **Offer Preparation**

- A. Forms: No Facsimile, email 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 email 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.

- 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 (or Request) 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: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Offer. Failure to acknowledge an Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities 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/public entities 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 General 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).

4. **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 outermost 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/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity. 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/public entity shall make a determination on whether the stamped information is confidential pursuant to the Arizona School District/public entity'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.
- E. Failure to respond RFP/RFP.
Persons who fail to respond to invitations for bids for two consecutive procurements of similar items may be removed from the applicable bidders' list

5. **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. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor. Transaction privilege and use taxes will not be considered when evaluating Offers.
- C. Late Offers. An Offer submitted after the exact Offer due date and exact time shall remain unopened and will be rejected. Late Offers may be returned to the Offeror.
- 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.

6. **Award**

- A. Number or Types of Awards. Where applicable, the School District/public entity 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/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/public entity'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 and all conditions and requirements in this RFP, including but not limited to, bonding requirements, insurance requirements and all other required submittals, are complete, submitted and verified. Offerors will be so notified in writing, via Purchase Order, by the School District.
- C. Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of its Governing Board, if applicable.

7. **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, Thomas A. Riffel*. 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 GENERAL TERMS AND CONDITIONS

1. **Contract Interpretation**

- A. Arizona Law. The law of Arizona applies to the 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 the Contract are a part of the 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 the Contract is an independent Contractor. Neither party to the Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of the 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. The 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 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 ARS § 35-214, at any time during the term of the Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/public entity 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 the Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under the Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by the Contract shall be made by the School District/public entity 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/public entity 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 the Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under the Contract are the sole property of the School District/public entity. 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/public entity.

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/public entity 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/Public Entity. The School District/public entity 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/public entity 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 School District/public entity 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/public entity 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/public entity.
- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under the Contract beyond the current fiscal year. No legal liability on the part of the School District/public entity for any payment may arise under the Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/public entity will make reasonable efforts to secure such funds.

4. **Contract Changes**

- A. Amendments. The Contract is issued under the authority of the Procurement Officer who signed the Contract. 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 under the Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under the Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of the Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under the Contract without the prior written approval of the Procurement Officer. The school district/public entity shall not unreasonably withhold approval.

5. **Risk and Liability**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under the Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into the Contract. Each party to the Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/public entity 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/public entity of materials furnished or work performed under the Contract. The School District/public entity 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 the Contract if and to the extent that such party's performance of the Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, 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 the 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/public entity 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 the Contract.

6. **Warranties**

- A. Liens. The Contractor warrants that the materials supplied under the 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/public entity 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/public entity 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/public entity.
- E. Exclusions. Except as otherwise set forth in the Contract, there are no express or implied warranties or merchant ability or fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under the 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 the 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/public entity 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/public entity including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of the Contract.

7. **School District/Public Entity's Contractual Remedies**

- A. Right to Assurance. If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under the 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/public entity's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.
- B. Stop Work Order.
 1. The School District/public entity 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 the 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/public entity under the Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under the 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/public entity 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/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/public entity or damages assessed by the School District/public entity 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/public entity may cancel the Contract 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/public entity 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 the 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/public entity may, by written notice, terminate the Contract, in whole or in part, if the School District/public entity 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/public entity 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/public entity, 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/public entity may, by written notice to the Contractor, immediately terminate the Contract if the school District/public entity 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/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/public entity 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/public entity. 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/public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity 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/public entity on demand.
 3. The School District/public entity may, upon termination of the Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under the Contract. The Contractor shall be liable to the School District/public entity for any excess costs incurred by the School District/public entity 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 the Contract shall be resolved according to School District Procurement Rules A.A.C. R7-2-1155 through R7-2-1159.

10. **Cooperative Purchasing**

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Greater Phoenix Purchasing Consortium of Schools “GPPCS” is a group of schools/public entities who have signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by a selected eligible School District for the benefit of all eligible School Districts/public entities.

- A. An eligible School District/public entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other vendor for the same or similar products, materials, and/or services.
- B. The eligible School District/public entity shall:
 - 1. Insure that Purchase Orders issued against eligible Consortium Contracts are in accordance with terms and prices established in the Consortium Contract.
 - 2. Make timely payment to the Consortium Contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible School District shall be the exclusive obligation of the School District.
 - 3. Be responsible for the ordering of materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible School District/public entity, and the eligible School District/public entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible School District.
 - 4. The exercise of any rights or remedies by the eligible School District/public entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

11. **Gift Policy**

The Greater Phoenix Purchasing Consortium of Schools (GPPCS) will accept no gifts, gratuities or advertising products from vendors. The GPPCS has adopted a zero tolerance policy concerning vendor gifts. Members of the GPPCS may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

12. **Key Employees**

The successful bidder agrees that MPS employees are critical to the successful implementation of any solution provided to the District. The vendor, therefore, agrees to refrain from employing MPS personnel for a period during, and for six months immediately following, the accepted installation of the vendors product in MPS. Should the vendor violate this agreement, the vendor will immediately pay to MPS an amount equal to the employee’s annual salary.

SPECIAL TERMS AND CONDITIONS

1. Insurance and Safety

A. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming **Mesa Unified School District #4** and participating members of the Greater Phoenix Purchasing Consortium of Schools "GPPCS" as an additional insured party.

Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

B. Safety

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

2. Evaluation Schedule

The proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The proposals with the highest scores may be interviewed to determine the best interests of the District.

3. Terms of Award

It is the intent of the District to award a multi-term contract, beginning during the fiscal year 2006-07, and continuing until June 30, 2007. If all conditions are met during this period of time, the Contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

4. Multiple Award

A contract under this proposal will be awarded to a single vendor.

5. **Award Basis**

The successful offeror will be determined by evaluation criteria including but not limited to pricing, or other incentives offered. The **Mesa Unified School District #4** reserves the right to award as many term contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone.

The District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the proposal form on the offeror's letterhead over the signature of the person signing the proposal form. Such appendages shall be considered part of the offeror's formal proposal. For the absence of any statements of deviation or exception, the proposal shall be accepted as in strict compliance with all terms and conditions.

If a vendor receives a contract award and is unable to meet the services requirements as outlined in this Solicitation, or is unable to hold proposal price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next lowest ranked vendor.

6. **Evaluation**

Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP. If several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

7. **Billing**

All billing notices must be sent to each district's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued **by Mesa Unified School District #4** or a member of the GPPCS will refer to the RFP number of this Proposal.

8. **Price Clause**

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

After initial contract term and prior to any contract renewal, the **Mesa Unified School District #4** will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District prior to or concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance by **MUSD #4**.

9. **Award**

It is expected that the award for this proposal will be made in approx. 90 days. The District reserves the right to ask for a best and final. Interviews may be required to clarify any issues that arise after each RFP is read.

10. **Procurement Card**

Although Mesa Public Schools currently does not use a procurement card, certain Districts with the GPPCS may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking vendors to offer a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing. This program is only available to vendors that are not 1099 reportable to the Internal Revenue Service. Any costs or charges to the vendor will be based on the transaction dollar amount and is from the vendor's servicing bank. The vendor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

SCOPE

The purpose of this document is to provide sufficient information to interested vendors to submit offers for consideration by Mesa Unified School District #4 to purchase **and/or upgrade the current Electronic Document Management System (EDMS) to meet the districts needs**. The proposed system must be Web based and customizable to The District's specifications. The purpose of this Scope and the following Required Features checklist is to provide sufficient information to interested vendors for the submission of offers to be considered by The District.

The District is looking to form a partnership with a vendor who has successfully developed, implemented and installed Electronic Document Management Systems in districts of a comparable size to The District's. This software Request for Proposal (RFP) must specify all hardware requirements necessary to run the software being proposed. Although hardware cost is not part of this RFP, the Offeror must define, in detail, the hardware platform and system architecture required to implement its solution. The Offeror must define its overall approach to hardware implementation and scalability. The Offeror must also define the recommended, not minimum, desktop requirements to support its proposed solution. The proposed software must function in the District's existing environment. Workstations will be windows based operating over a high speed Ethernet switched VLAN routed wide area network.

This District is looking for a "turn-key" software solution in order to simplify systems implementation and support. To ensure clarity of responsibility it is required that the proposed software and services be provided through a single point of contact.

The EDMS solution should include the following general cross platform capabilities: imaging, scanning, optical character recognition (OCR), intelligent character recognition (ICR), text search, search by meaning (e.g. Natural Language Search), workflow management, fax receive and send, computer output to laser disk (COLD), document management, optical storage management, Group III and Group IV compression, an application program interface (API) and full integration of records managed by the imaging system with an existing SQL database management (DBMS) system.

If your recommended solution does not contain a scanning and document storage and retrieval module, provide as a minimum, a recommendation for a workflow module. Also include in your analysis and recommendations how this workflow module will integrate with the district's current standard OTG/AX document storage and retrieval system.

The EDMS proposal must consist of software that conforms to non-proprietary standards and are constructed within an open system architecture. No proprietary database formats or TIFF image headers will be accepted.

The District is currently migrating its network from Netware 4.x to Microsoft's Active Directory. The Offeror will provide a plan to migrate the current OTG/AX EDMS system to their proposed solution, working within the Netware/Active Directory environment. Upon successful completion of this migration the district will move forward with a phased implementation. Vendors should address the architecture for future growth including cost, hardware and software limitations and any other limitations that may occur.

Scope (cont)

The evaluation criteria is listed below in relative order of importance:

25 Pts Scope Response

Includes responses relating to Interface Design, Built-in/3rd Party System Tools, Set-up and Design flexibility, System Architecture, Centralized Relational Database, Project Management, Training, Documentation, and System Conversion.

15 Pts Integration

Includes seamless system and design integration with existing and proposed networks, along with the integration of current AX scanning tools if applicable.

15 Pts. Functional Requirements

Includes the responsiveness of the Offeror to each individual requirement specified as a fundamental feature or an EDMS compatibility feature, as well as the quality of the existing or proposed features described by the Offeror.

20 Pts. Support

Includes the ability of the Offeror to commit the resources necessary to satisfy the requirements of this request, and to conduct business with the district in manner commensurate with a premier site. To also provide the level of support requested, including same day on-site emergency support along with software training, documentation and management of system conversion.

25 Pts. Cost

Includes the ability of the Offeror to provide at lowest possible costs the licensing along with all recurring annual costs. Offeror must also include the support, conversion and management thereof and training of proposed solutions within a state scope and timeline.

The District is looking for a customizable Web based solution utilizing state of the art technology, which places the District on the leading edge of a products lifecycle in order to maximize its return on investment (ROI). The District is interested in exploring new technologies, for providing GUI web and application services. **The custom solution must be compatible with Microsoft's Internet Explorer and run under its default install settings.** It must utilize as its centralized Relational Database Management System (RDBMS) SQL Server. Any proposed solution must be scaleable from an individual school site to the overall district level. The proposed solution must provide the District with the ability to hierarchically organize and aggregate all reporting based on the organizational structure of the District. (LDAP Compatibility Preferred)

Offerors will be required to create and maintain a *project management plan*, which the District has currently standardized on MS Project. The plan must include project organization, a work plan with work breakdowns, project goals, resource allocations (both the District and Vendor staff), schedules, critical path determinations and other features required to track and manage a project of this size and scope. The plan must define the processes critical to meeting all established goals and assign responsibilities for performing each task.

Offerors will be required to describe their approach to assuring the quality of their project work. The proposal must demonstrate an understanding of the Offerors ultimate responsibility for quality and define a comprehensive set of reasonable and effective practices for fulfilling those responsibilities.

Offerors shall appoint a representative with management responsibility for project quality. This individual must have an understanding of software quality assurance principles and techniques. This individual must also have sufficient authority to act independently to resolve issues at the project level. The Offeror shall perform all necessary quality control on its work. *Quality Control* shall assure that the installed application is complete, accurate, documented and detailed sufficiently for its intended use.

The selected vendor shall be obligated to exercise the highest standards of care within the industry and shall be subject to inspection and acceptance by the Mesa Unified School District. In order to be considered final, all deliverables must be approved by the District. The District will review deliverables, as needed, to determine their fitness for use and will communicate the results of those reviews to the selected vendor in writing.

The District will conduct rigorous acceptance testing of the system. During this testing period, the District will identify required modifications and document them through a problem resolution or *change management process* as appropriate. The selected vendor and the District will cooperate to resolve system problems found during the acceptance testing, implementation and production phases of the project including any warranty/maintenance period. This will insure that when the system is provided to the District for test and implementation, the vendor is confident that the system is fully functional and operational as specified by the District at each phase interval. The selected vendor must be prepared to modify the system, as required, to make it acceptable to the District. The selected vendor shall have the right to evaluate each requested modification in order to identify potential impacts on the system and project timelines.

As part of the proposal, the offeror must describe their approach to systems implementation. **Preferences will be given to approaches that minimize disruption to ongoing operations.** The objective is to install the system, convert existing data (legacy system) and to conduct operational and evaluation testing of the system as it comes online. However, testing does not necessarily mean that the District will purchase the solution at the end of the testing period or at any other time in the future. The solution must perform to the District's satisfaction within 90 days from the date the pilot begins. There will be a 90 day testing period. The District requires that 45 days of the 90 day testing period be reserved for product acceptance testing by District personnel. The installation, testing, and de-installation, if necessary, shall be performed at no cost to the District. The District will not be liable for any cost associated with efforts to achieve the required performance.

The selected vendor must provide *user training* to District staff in each of the following areas:

- a) end user training by functional area e.g. workflow, scanning, administration
- b) Train the trainer to enable in-house training staff to perform subsequent training after completion of initial implementation
- c) Support staff training for call center/helpdesk personnel
- d) Upper level training for all system support analysts and database managers

This training must provide sufficient information to enable the trainees to independently operate the system and troubleshoot simple problems. This training must serve to educate each specified group to be functionally literate in their areas of responsibility. The selected vendor must develop and provide *user's manuals*. These manuals must feature a clear organization of content, easy to understand language, useful graphic presentation and thorough indexes. These user's manuals must represent the view of system requirements by end user function, with complete instructions explaining the use of each system module. These manuals must cover all facets of the system including but not limited to:

- a) Instruction for each functional area e.g. end-user, administrative.
- b) System log-on, log-off
- c) Security features
- d) Help
- e) Error messages and correction procedures
- f) Mandatory fields
- g) Traversing system menus
- h) Screen layouts and content
- i) Inquiry functions
- j) Report functions
- k) Query functions

A written response to the above Scope section of this Request for Proposal is required and must address, at a minimum, the offeror's position and intent on each of the following topics:

- a) Partnership to develop or fully customize a state of the art web based electronic document management system (EDMS) to meet the District's needs
- b) System architecture, including database schema, platform etc.
- c) Project plan
- d) Quality assurance
- e) Acceptance testing
- f) Estimated timelines
- g) Training
- h) Manuals

The offeror shall provide contact information for three (3) existing customers who have implemented and are currently using the proposed software solution in a similar environment and of a like scope. The district reserves the right to contact the references for feedback regarding the software implementation, project leadership and overall project success and satisfaction.

Vendor Name _____

General Features Compliance Checklist

Please insert additional pages if applicable to explain your 'no' response.

(Currently provides for or will provide in a new or customized version, constitutes a yes)

	<u>Yes/No</u>
1. Multi user capability	___/___
• maximum simultaneous logins	___/___
2. Multi School/Site Capability	___/___
• maximum sites	___/___
3. Proposal provides system architecture, database, design and any additional tools or plug-ins	___/___
4. Provides for interoperability framework	___/___
5. Relational SQL database management system (RDBMS) 2000/2005	___/___
6. System is based on MS SQL	___/___
• If not, what relational database is used	___/___
7. Expandable for use with new technology as they become available	___/___
8. Scalable for increased sites	___/___
9. Multiple applications maintained within a single database	___/___
10. Product provides a Web based solution	___/___
11. Product runs Microsoft .Net technology	___/___
• If not what is the development environment	___/___
12. Provides point and click operability	___/___
13. Provides full multi-level security	___/___
14. Security based on User Name and Passwords	___/___
15. Provides user interface customizable according to login ID's presenting access according end user's job responsibilities	___/___
16. Security allows for group level assignment	___/___
17. Provides for the ability for end users to define additional data elements, which can be accessed and manipulated as any other data element within the database	___/___
• Indicate the maximum number of user defined fields	___/___
18. Provides District defined fields/records for district required information	___/___
• Indicate the maximum number of district defined fields	___/___
19. Product provides online context sensitive help	___/___
20. Provides Online documentation and help for End User	___/___
21. Can the District customize:	
• Business Logic	___/___
• Screens	___/___
• Menus	___/___
• Databases	___/___
• Elements/Fields	___/___
22. Provides mail merge capabilities (Enterprise Solution)	___/___

Vendor Name _____

Please insert additional pages if applicable to explain your 'no' response.

(Currently provides for or will provide in a new or customized version, constitutes a yes)

	<u>Yes/No</u>
23. Provides for the ability to create ad hoc reports	___/___
24. Provides flexible reporting with selection and sorting capabilities and the ability to interface with all modules to produce custom reports	___/___
25. Provides an end user Query tool	___/___
26. Product comes with an integrated third party report writer	___/___
If so which product	_____
Is there an additional cost	___/___
27. Are program modifications:	
• Supplied on CD	___/___
• Available via Web Download	___/___
• Easy to install	___/___
• Provides capability to migrate easily to new releases and automatically convert the EDMS database	___/___
28. Provides for User defined reporting of demographic information district wide	___/___
29. Provides for district control of setup tables to enforce standardized data entry across applications / Sites	___/___
30. Provides consolidated District reports from a centralized database	___/___
31. Provides ability to view individual sites as well as entire district	___/___
32. Maintain history records for applications up to 20 years	___/___
33. Provides Management of documents with the ability to link related documents in a variety of combinations across the various applications	___/___
34. Maintains a log/audit trail of all entries	___/___
35. Provides ability to download data into spreadsheets, databases and word processing file formats	___/___
36. Provides ability to export data into Statistical Analysis packages e.g. SPSS	___/___
37. What is the minimum browser level supported	
• Microsoft Internet Explorer under its default install settings	___/___
• Other Browsers Supported	___/___
38. Operates in a Windows 2003 or .net environment.	___/___
39. Does software require additional plug-ins	___/___
40. Does the software support Intelligent Character Recognition (ICR)? To provide for interpretation of data contained on a scannable document (e.g. Employment Applications).	___/___
41. Does the software support Optical Character Recognition? (OCR) by which scanned images are electronically read to convert them into editable text. This conversion should be performed after scanning and should be able to output formatted text files	___/___
42. Does the software support Natural Language Search – capability to search based on meaning of words, not just spelling. Allows user to type with phrases or sentences in English for query.	___/___

Vendor Name _____

Please insert additional pages if applicable to explain your 'no' response.

(Currently provides for or will provide in a new or customized version, constitutes a yes)

	<u>Yes/No</u>
43. Enable electronic documents such as Microsoft WORD, EXCEL and other electronic documents with scanned images to automatically launch the original software when viewed.	___/___
44. Are TIFF files modified in any way.	___/___
45. Does the software provide for a disaster recovery rollback of documents during editing process.	___/___
46. Does the software provide for retracing of the workflow if interrupted or changed.	___/___
47. Does the software provide history/tracking of workflow process, ie. who changed document and what changed.	___/___
48. Provide for full, frequent and regular backups of optical records and indexes.	___/___
49. Does the software provide user friendly error messages which provide clear feedback of current system or user problem	___/___
50. Provide for technical support including emergency on-site when requested.	___/___
51. Provide training along with documentation for end-users and administrative support.	___/___
52. Output from the imaging system should include networked printers with automatic scaling to fit the size of the printer, as well as provide for single page or full document printing. It should also support printing of an image to multiple destinations (e.g. printers, E-mail, fax, text files, etc.)	___/___
53. Supports a variety of popular scanners including microfiche, microfilm any TWAIN compliant scanners with automatic document feeders for batch scanning.	___/___
54. Provide Imaging Quality Assurance including the ability to perform, on document images needing quality improvement, the following functions: enhancement, enlargement rotation, inversion, cropping, de-skewing, de-speckling, etc.	___/___
55. Supports automated retention schedules by document type and Length of time categories.	___/___
56. Supports removal of images and their related index entries with document destruction certification.	___/___
57. Provides indexing at image, document or both, including multiple indexes to a single document.	___/___
58. Supports On-line, Near-line and Off-line storage.	___/___
59. Supports jukebox storage management.	___/___
60. Be able to perform Boolean, wildcard and range searches on index field data	___/___
61. Provides ability to track package as they move through the system. Provide for routing of computer originated documents, Keeping a detailed audit trail on all document activities.	___/___

Please insert additional pages if applicable to explain your 'no' response.*(Currently provides for or will provide in a new or customized version, constitutes a yes)*

	<u>Yes/No</u>
62. Able to create a record in the database using bar code recognition attack images to existing database items using bar code.	___/___
63. Able to capture and process multiple barcodes on a single document. Route documents based on bar code information. Control the storage location of an image/document based on document type and/or retention.	___/___
64. Does your solution enable users to view zoomed images in one window and the complete image in another window simultaneously?	___/___
65. Does your solution provide a GUI driven workflow, fully integrated with imaging and text search and designed to be modified by the user.	___/___
66. Does your proposed solution provide the ability to design and create our own index screens in-house with minimal effect.	___/___
67. Does your solution provide the ability to move documents simultaneously along parallel routes and then re-join the copies?	___/___
68. Does your proposed solution allow for Image capture selectable to either "clips" from portions of a document or complete capture of entire document?	___/___
69. Can a user jump to a specific page of a document from the table of contents?	___/___
70. Does your proposed solution provide statistics on individual users use of the system?	___/___
71. Does your solution provide for alerts notifying administrators when a specific workflow has been in process too long.	___/___
72. Does your solution provide an alert when a specific workflow has been stalled in an approvers box too long.	___/___
73. When a workflow is denied, can the approver add a special comment to the denied workflow.	___/___
74. Does our software allow administrators to deny the approver the ability to change a workflow in process.	___/___
75. Does your software provide the ability to add a note attachment to the workflow process and not to the workflow itself.	___/___
76. Can the field order of the workflow history results be changed	___/___
77. Does your solution provide a tool with the ability to import into current indexed records from any text de-limited file and/or ODBC database table	___/___

Vendor Name_____

(You may attach additional pages with your answers to the following questions if needed)

Additional Questions:

1. How tightly integrated is your search software with your EDMS solution? For example, if a user has done a search and located the document they wish to retrieve, how would they go to the image of the document?

2. Describe in detail if program scripting is necessary to build a workflow process within your proposed application or through any third party built-in or referenced application.

3. Does your proposed solution handle incoming and outgoing faxes simultaneously? If so, how?

4. Does your proposed solution provide a method for identifying which documents are viewed most and least frequently?

5. Does your company provide backfile conversion services? Is so, detail how would MUSD go about undertaking such a task.

Vendor Name_____

Additional Questions (cont)

(You may attach additional pages with your answers to the following questions if needed)

6. Describe the level of on-line documentation available to system users. Does your system come with on-line tutorials?

7. Describe the availability of technical support services. Include any “hot line” numbers, whether electronic support is available, the hours support is available, the average response time for telephone support, or on-site emergency support.

8. Describe how you prioritize customer support calls.

9. Explain how software updates are made available to customers. Also explain how you notify customers of system bugs and distribution of software upgrades. Include the frequency of a normal maintenance cycle.

10. Indicate below if any of the requested information is not contained in this response or if you are not able to meet any of the requirements. If items are not included please explain.

11. Describe how this solution accommodates integration with other equipment and software manufacturers. Describe any exceptions.

Vendor Name_____

Additional Questions (cont)

(You may attach additional pages with your answers to the following questions if needed)

12. Describe the migration process from the proposed system to future systems that follow industry standards.

13. Describe recommended approaches to disaster recovery for both data and images.

14. Does your solution support Ethernet transport of compressed images?

15. Does your solution allow annotation of images without changing the original image or add a new document to the “package” before sending it to the next workstation? Explain the process.

16. MUSD requires that the selected Vendor designate a Project Manager for the duration of the installation and training. Describe the project management approach that will be used. Describe project management services (deliverables) provided with this offer. Include installation, training, support, software, hardware and network planning. Describe any support tools that will be used to assist in the management of this project. (Include a sample project management plan).

17. Describe the required involvement of MUSD personnel during implementation to ensure a successful installation.

Vendor Name_____

Additional Questions (cont)

(You may attach additional pages with your answers to the following questions if needed)

18. Describe in detail your proposed solution. Include system architecture, storage media (jukebox, optical drives, RAID, NAS/SAN, etc), operating systems, workstation interfaces, network protocols, data base management system, ODBC compatability,etc.

19. List any proprietary software your solution requires.
Identify all third party products embedded in your proposal.

20. Describe what type of scanners your system works with including connection type ie. (Twain, SCSI).

21. Describe your approach to systems backup as it relates to MUSD's ComVault backup solution.

22. Describe in detail your database management system. What system are you proposing for images and data? Are there any limitations to the number and size of fields? Can the database structure be modified once it is set up? If so, what effort is required to do so? Can your database import information from other databases?

23. Describe how a user would perform complex searches across several applications or folders. Can users save their database queries for reuse?

Vendor Name_____

Additional Questions (cont)

(You may attach additional pages with your answers to the following questions if needed)

24. What is your process for handling electronic signatures? Is there a provision to append signatures during approval workflows? How does your system handle approval levels?

25. Describe how your solution keeps track of documents that exist in multiple forms (e.g. text, image, microfiche).

26. Describe your solutions ability to provide online forms for routing. Does your workflow solution currently interface with any E-Mail packages? If so, which ones? This is important since recipients of documents may not have access to EDMS software.

27. Any form that requires processing by a number of individuals should be electronically generated and forwarded to the appropriate individuals. The system should provide for automatic routing, pre-designed routing paths, as well as, public and private routing paths. Describe how your proposed solution will allow MUSD to create an electronic file cabinet of existing district paper forms e.g. Personnel Action Request Forms, Evaluation forms and Absence forms and how a user would access, fill out and route such electronic forms.

28. Describe how a user knows where a document is in the flow. How does your solution track action items? Can the user query the system to obtain status information?

29. Describe at this time any additional capabilities and functionality or recommendations that were not expressly requested or covered by this Request For Proposal. Include any considerations that you feel are important to MUSD in the selection of an EDMS solution and the implementation of the software applications.

Vendor Name_____

Proposal Requirements

Seven (7) copies along with the original copy of your proposal must be submitted. The ***Mesa Unified School District #4*** will not assume responsibility for any costs related to the preparation or submission of the proposal. In order for your proposal to be considered, the following should be included and should be referenced with ***index tabs***:

- Tab 1. Statement of Qualification and Experience. Outline your firm's qualifications and experience and the qualifications and experience of the key staff members assigned to this project.
- Tab 2. Scope. Describe, in detail, your plan to meet the scope of this project. Include detailed timeframe for project including estimated start date (or days from contract award) through completion.
- Tab 3. Proposal Cost Form (page #33). Include all costs including any warranty costs for the life of the project. Maintenance and Support costs must be included if requested in the Scope section of the RFP.
- Tab 4. Additional Costs. A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the proposal are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.
- Tab 5. Offer and Acceptance Form & Non-collusion Affidavit (page 34).
- Tab 6. References.. Include the name and phone number of the contact person and some info regarding how this reference (size and project) compares to the scope of this RFP.
- Tab 7. Contract The form of contract for any award made as a result of this proposal will be a district purchase order (issued annually), referencing this RFP, which shall be considered a part of the contract. The amount will be based upon the fees shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposal contract must be included with the proposal.

Proposal Cost Form
Tab #3

\$ _____
Base Price Name of package being proposed _____

Length of time period covered under warranty: _____ \$ _____
Warranty Cost

Yearly maintenance/support costs \$ _____

I/We, the undersigned, propose to provide the service necessary for the scope of work and specifications.

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal.
I/We agree to comply with the Districts rules, regulations and policies.

Addendum Acknowledgement: I/We have received and considered all addenda through Addendum # _____

Certain members of the GPPCS may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking Vendors to offer a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing.

Will you allow payment of invoices using the Procurement Card? ____ Yes ____ No

Discount offered for payment within 72 hours using the Procurement Card? _____

Would you be willing to allow other members of the "GPPCS" or "SAVE" to piggy-back and purchase from the contract if awarded through this RFP?* ☐ Yes ☐ No

**Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of the GPPCS, to offer other districts the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.*

Name of Company Proposing

Date Signed

Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with Company

Mailing Address

City

State

Zip

OFFER AND ACCEPTANCE

Tab #4

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:

- The submission of the offer did not involve collusion or other anti-competitive practices. That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.
- 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.
- 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.

ACCEPTANCE OF OFFER

When countersigned below, the offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the School District/public entity.

This contract shall henceforth be referred to as Contract No. #26-124MP.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

No contract is formed until all of the conditions set forth in the RFP are fully met and verified and a Purchase Order is issued. The District reserves the right to revoke or rescind the award until such conditions have been met in their entirety.

Awarded this _____ day of _____ 20_____
