



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

REQUEST FOR PROPOSAL (RFP) NUMBER: 30-30-15

MATERIAL AND/OR SERVICE: PROFESSIONAL DEVELOPMENT MANAGEMENT SOFTWARE

RFP DUE DATE: APRIL 6, 2010 TIME: 2:00 PM M.S.T.

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

NOTE: The District Offices will be closed for Spring Break from Monday March 15th through Friday, March 19th.

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

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

Proposals must be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten. Additional instructions for preparing a proposal are provided herein.

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

Contact: 

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

Phone Number: (480) 730-7166
Fax Number: (480) 730-7420
Date: March 12, 2010

www.tempeschools.org/purchasing

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DOCUMENTS REFERENCED:

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

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

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

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

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

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

DEFINITION OF TERMS

As used in this solicitation document, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any individual or business having a contract with the District to furnish goods and/or services.
- 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 (Bidder)”** means one who responds to a solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Responsible”** means a bidder or offeror who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.
- L. **“Responsive”** means a vendor who has submitted a bid which conforms in all material respects to the requirements stated in the solicitation.
- M. **“School District (or District)”** means the School District that executes the Contract.
- N. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Qualifications (“RFQ”).
- O. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- P. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

UNIFORM INSTRUCTIONS TO OFFERORS

1. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct 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 requires that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 2. Request for Proposals or Qualifications: All exceptions that are contained in the Offer may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

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- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts are subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer.
- K. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
1. Special Terms and Conditions;
 2. Uniform Terms and Conditions;
 3. Statement or Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Offerors; and
 8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

3. Submission of Offer

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District shall make a determination on whether the stamped information is confidential pursuant to the Arizona School District's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state, and local laws and executive orders regarding employment.

UNIFORM INSTRUCTIONS TO OFFERORS

4. Evaluation

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District when determining the lowest bid or evaluating solicitations; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Offers. An Offer submitted after the exact Offer due date and exact time shall be rejected, except as provided in the School District Procurement Rules.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all Offers or portions thereof; or
 - 3. Cancel a Solicitation.

5. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by a group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the school district's Governing Board. Offerors will be so notified in writing by the School District.
- C. Effective Date. The effective date of this Contract shall be the date that the District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for the School District will be contingent upon the approval of its Governing Board, if applicable.

6. Protests

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

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

UNIFORM TERMS AND CONDITIONS

1. CONTRACT INTERPRETATION

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S. §) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
- | | |
|----------------------------------|--|
| 1. Special Terms and Conditions; | 5. Attachments; |
| 2. Uniform Terms and Conditions; | 6. Exhibits; |
| 3. Statement or Scope of Work; | 7. Documents referenced or included in the Solicitation; |
| 4. Specifications; | |
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. CONTRACT ADMINISTRATION AND OPERATION

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the District at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.A.C. R7-2-1083, at any time during the term of this Contract and three (3) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

UNIFORM TERMS AND CONDITIONS

3. COSTS AND PAYMENTS

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. *The Purchase Order number must be referenced on the invoice.*
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.
- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

4. CONTRACT CHANGES

- A. Amendments. This solicitation as well as any resultant contract is issued under the authority of the District's Procurement Officer. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The school district shall not unreasonably withhold approval.

5. RISK AND LIABILITY

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by Arizona law, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by Arizona law, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the

UNIFORM TERMS AND CONDITIONS

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

2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. WARRANTIES

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

UNIFORM TERMS AND CONDITIONS

7. SCHOOL DISTRICT'S CONTRACTUAL REMEDIES

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

8. CONTRACT TERMINATION

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The School District may subtract any cost arising from deficient performance. The Contractor shall receive no other compensation, including but not limited to, compensation for lost profits or opportunities, demobilization, overhead or for any other reason or cause.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

UNIFORM TERMS AND CONDITIONS

2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District on demand.
 3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District in procuring materials or services in substitution for those due from the Contractor.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
9. **CONTRACT CLAIMS.** All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted there under including A.A.C. R7-2-1156 through 1185.
10. **OFFSHORE PERFORMANCE.** Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
11. **CONTRACTOR'S EMPLOYMENT ELIGIBILITY.** By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.
- The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.
- Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.
12. **TERRORISM COUNTRY DIVESTMENTS.** Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
13. **SCRUTINIZED BUSINESS OPERATIONS.** Per A.R.S. 35-391 and 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Sudan or Iran.
14. **FINGERPRINT CHECKS.** A contractor, subcontractor or vendor, or employee of a contractor, subcontractor or vendor, who is contracted to provide services on a regular basis at an individual school, shall obtain a valid fingerprint clearance card pursuant to A.R.S. 41-1758 et seq. The Superintendent, or designee may exempt from the requirement to obtain a fingerprint clearance card a contractor, subcontractor, or vendor whom the Superintendent or designee has determined is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services to the school or to the School District. The exemption shall be given in writing and a copy filed in the District office.
- A. The District shall conduct a fingerprint check in accordance with ARS § 41-1750 and Public Law 92-544 of all contractors, subcontractors, or vendors and their employees for which fingerprints are submitted to the District.
 - B. Contractor, subcontractors, vendors, and their employees shall not provide services on school district properties until authorized by the District.
 - C. Additionally, contractor shall comply with the governing board policies of the School District.

SPECIAL TERMS AND CONDITIONS

1. **PURPOSE:** Pursuant to provisions of the School District Procurement Rules, the Tempe Elementary School District intends to establish a contract for a web based professional development management system. These services should include, but not be limited to, consultation, implementation, training, service, and support.
2. **INQUIRIES:** All questions related to this solicitation shall be in writing. **Direct ALL inquiries to the contact person listed on the cover of this document via mail, fax or email.** Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Bidder shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due time and date. All questions shall be responded to as soon as possible.
3. **LATE SUBMITTALS:** An Offer submitted after the exact due date and time as listed on the cover of this document shall be rejected, except as provided in the School District Procurement Rules. A vendor submitting a late bid/proposal shall be so notified. Late bids/proposals shall only be returned at the vendor's request and cost. The vendor will assume responsibility for delivery on time at the place specified, whether sent by mail or delivered in person. Bids/Proposals sent via telephone, telegraphed, facsimile or emailed are not acceptable.
4. **CONTRACT TYPE:** Fixed Price Term.
5. **PROPOSAL OPENING:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each offeror shall be read at this time. All offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the proposals and evaluation document shall be open for public inspection.
6. **DISCUSSIONS:** In accordance with A.A.C. R7-2-1047, after the initial receipt of proposals, the District reserves the option to conduct discussions with those offerors who submit proposals determined by the District to be reasonably susceptible of being selected for award.
7. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1047, the District shall issue a written request for best and final offers. If offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer.
8. **TERM OF CONTRACT:** The term of any resultant contract shall commence on the date of award and shall continue for one year unless terminated, canceled or extended as otherwise provided herein.
9. **CONTRACT EXTENSION:** By mutual written contract amendment, any resultant contract may be extended for successive periods of one (1) fiscal year per extension up to a maximum of four (4) fiscal years.
10. **MULTI-TERM CONTRACT:** A multi-term contract is being utilized for this procurement because such a contract will serve the best interest of the District by encouraging effective competition or otherwise promoting economics in the District procurement. The estimated requirements cover the period of the contract and are reasonable and continuing.
11. **CONTRACT:** The resultant contract shall bind the offeror to furnish and deliver goods or services at the prices, and in accordance with, the conditions of this solicitation. If the offeror will require the District to sign an additional contract, then a copy of the contract shall be included with the proposal. In the event of a conflict between the requirements of this solicitation and the proposed contract, the terms and conditions of the solicitation will take precedence.
12. **SOFTWARE UPDATES:** The contractor shall provide all new releases and enhancements of the software for one year with the paid annual support fees.
13. **MODULAR SYSTEM:** The District may, at its discretion, purchase any or all of the modules presented at any time during the term of resultant contract.
14. **INSTALLATION/SET-UP:** Bid price for initial installation and/or set-up must include everything necessary for the go live date to be successful. Installation/set-up shall not be considered complete until key personnel have been trained.

SPECIAL TERMS AND CONDITIONS

- 15. COMPLETION/ACCEPTANCE:** Upon completion of the installation of the software, the District shall provide either a written acceptance of the work or a written list of items to be addressed and the time frame in which unacceptable items are to be corrected.
- 16. TRAINING:** The Contractor shall train designated District personnel on the proper use of the system supplied immediately after delivery and installation of the system.
- 17. LICENSES:** Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.
- 18. DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to the Tempe Elementary School District premises. The bidder shall hold and save the Tempe Elementary School District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.
- 19. BILLINGS:** All billing notices shall identify the specific item(s) and/or services being billed. Items are to be identified by name, model/serial number, and description of services as most applicable. Contractor shall provide the purchase order number on all billing notices submitted to the District. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.
- 20. INSURANCE:** The District requires complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The District will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) must at that time submit an original copy of the attached certificate of insurance for coverage in the minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.
- 21. KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.
 - A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.
 - B. If key personnel are not available for work under this contract, for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel with personnel of substantially equal ability and qualifications.

SCOPE OF WORK

1. Scope of Project:

- 1.1 Tempe Elementary School District No. 3 ("District") is seeking proposals for a turn key web-based solution to track professional development for all employees. The District is a K-8 school district consisting of 24 schools with approximately 13,000 students and 1860 employees (including 900 teachers).
- 1.2 The District is looking for a solution to provide a unified approach to our entire professional staff development program. We want staff to see what courses are being offered and sign-up on line. We want them to receive an email confirming their enrollment status (i.e., in the course, wait list, too full, etc.). The system should also provide e-mail notification to the employee, of course changes such as moving from wait list to being enrolled and if the course has been moved or cancelled.
- 1.3 The District desires course attendance to be recorded for the purpose of tracking for all employees for potential pay increases, certification renewals, or compliance with mandatory sessions, etc.
- 1.4 In short the District wishes to track, record, and verify the offering, attendance, and completion of professional development courses within Tempe Elementary. The data should be easily accessed, sortable, exportable, and reportable.

2. System Functionality:

- 2.1 The District seeks a system that provides various system functionalities (as described on the system questionnaire pages) that allows for an automation process of managing professional development of various individuals with numerous conditions.
- 2.2 At a minimum, the District requests one system for all administrative users and end users that is browser based (no client installation needed for full end user functionality).
- 2.3 Secure access through the internet shall be provided using secure SSL and two identifiers (User ID and PIN) shall be required to log on. Access to the web based system shall be available to all users 24 hours per day, 7 days per week. Internet access shall not require any software other than an internet browser and Adobe Acrobat Reader.
- 2.4 The District wishes to pursue an Application Service Provider (ASP) solution. The web based system shall be maintained by the contractor on a centrally managed server at a secured location.

3. Training:

- 3.1 The contractor shall offer training necessary to implement and manage the system. Training shall be provided for approximately 10 individuals involved with the system, i.e., administrators, district personnel, and support staff.
- 3.2 Along with the initial set-up of the system, on-site training and telephone support, the contractor shall provide training materials to be used for future personnel training. Complete system operation manuals shall be provided which includes details of all system features and functions.

4. Maintenance and Support:

- 4.1 The contractor shall allow maintenance of data through self-contained interactive updating procedures.
- 4.2 Free system upgrades shall be provided as part of the annual software maintenance agreement and/or contract.

5. Architecture and Scalability:

- 5.1 The system shall be developed and operated in an industry standard format such a SQL server database environment.
- 5.2 The District also requires that the application be SIF (Schools Interoperability Framework) compliant at the time of product implementation.

SYSTEM QUESTIONNAIRE

Vendor: _____

Product Name: _____

The following specifications must be responded to.

For each section below please indicate how your product/system meets the desired feature set as outlined:

- Please indicate if each desired feature is standard **(S)**, optional **(O)**, or not available **(N)**.
 - o If optional, then please list associated cost
- Please add comments as needed for each feature.
- Please include any additional information that you feel we need to know about your product.

Staff/User Needs:

Feature	Standard/ Optional/ Not Avail.	Comments / Optional Price(s)
• One system for all users (administrative and end users)		
• Browser based – no client installation needed for full end user functionality		
• Staff members can do the following on-line:		
o Register for classes		
o Verify 'professional development' history		
o Verification of 'attendance' &/or completion of 'mandatory' events		
o Cancel or adjust professional development course enrollments		

Technical Functionality:

Feature	Standard/ Optional/ Not Avail.	Comments / Optional Price(s)
• Secure Login (w/editable Password or PIN Code)		
• Teachers are clearly and uniquely identified in system		
• System Administration		
o Graphical User Interface (Standard or Customizable?)		
o Multiple administrators may be active at one time		
o Automated back-up and archival processes		

Registration:

Feature	Standard/ Optional/ Not Avail.	Comments / Optional Price(s)
• 'Override' feature to change information (such as class sizes or locations)		
• Enrollment allowed for 'appropriate' target audience as defined by the District		
• Allow supervisor override for course enrollment		
• Automatic notification via District email to confirm course enrollment		
• Automatic notification via District email to remind attendees of upcoming courses		
• Automatic notification via District email to alert enrollees of change in status (i.e. room change, time change, move from wait list to participant, etc.)		

SYSTEM QUESTIONNAIRE

• Course survey (or link to course survey) sent via email to staff after course		
• Certificate is auto-generated after successful completion of course		
• Electronic record of attendance / completion – including actual length of contact time		
• On-line viewing and registration for all professional development events		
• On-line and printable Calendar of all professional development events		
• On-line Course catalog including course descriptions, teacher, teacher credentials, etc. (as needed)		
• Able to see all available professional development events and sort by category (i.e. special services, or 'required of all')		
• Print out sign in sheets and / or sign in online at the training site		

Tracking and Reporting:

Feature	Standard/ Optional/ Not Avail.	Comments / Optional Price(s)
• Professional certificate renewal - based on course information		
• Mandatory course completion (Blood Borne Pathogens, Sexual Harassment, etc.)		
• Longitudinal tracking needed over years		
• Highly qualified staff/teacher issues (able to track certifications, teaching assignments, and compare against a set of standards for the teaching assignment(s))		
• Para-professional flags for exam taken, exam passed, etc.		
• Off-site transcript information (professional development or credit courses not offered through the district) to be entered as appropriate by staff		
• In District & Out of District instructor information is supported		

Reporting:

Feature	Standard/ Optional/ Not Avail.	Comments / Optional Price(s)
• Built-in reporting to include sorting as needed including by:		
o Building		
o Course		
o Individual		
o Group (i.e. nested groups for all 'math teachers' at school 'x')		
o Teacher level (i.e. notify teachers who have certificates expiring)		
o Endorsements (i.e. certificates, CPR, first aid, etc.)		
• Historical reports on all of the above (over past years)		
• Ad hoc reporting based on standard and District specific tables and fields.		

SYSTEM QUESTIONNAIRE

Course Configuration (Setup):

Feature	Standard/ Optional/ Not Avail.	Comments / Optional Price(s)
• Course Name, Location, Time, Date		
• Instructor (including Instructor ID, source, and credentials)		
• Contact hours		
• One professional development event with multiple break-out choices		
• Lock and unlock certain events or courses		
• Cancel course once registration process has begun		
• Type of course (mandated, optional, etc.)		
• Types of 'credit'		
• Method of funding		
• Other items as need to produce / provide desired tracking and reporting features		

REQUIRED FORMAT AND SUBMITTALS

1. **Offeror's Contact:** ALL inquires and/or questions regarding this RFP must be directed to: **Claudia Leon – Purchasing Manager (480) 730-7166 or cleon@tempeschools.org**. Bidders shall not contact or ask questions of the school or department for which this requirement is being procured.
2. **Proposal Format:** One (1) original and six (6) copies limited to 30 (single sided) pages plus RFP forms should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled “original.” The material should be in sequence and related to the RFP. The District will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
3. The proposal should conform to the format specified below and include, but not be limited to the following. Use this checklist to ensure you've included all of this information with your response at a minimum.

Section I: Executive Summary

- Provide an executive summary of the area(s) of expertise and resource capabilities you believe highlight your firm and product as superior or unique in addressing the needs of the District.

Section II: Firm Experience

- Provide a brief history and organizational structure of your firm.
- Provide information which documents successful and reliable past experience and expertise of the firm, in past performances related to the requirements of the RFP.
- List at least three (3) references of other school district comparable in size to Tempe Elementary to whom you have provided similar services over the past five (5) years. The reference list should include the client's name, address, email address, telephone number, fax number; a brief description of work satisfactorily completed with location, dates of contracts, names and addresses of contact person.

Section III: Qualifications of Personnel

- Identify the key individuals who will perform the work on this project, including key officers of the firm, project manager and technicians, individuals who will oversee the product rollout, training and client services. Provide enough information to clearly illustrate their experience and expertise.
- Any additional information that you feel will be beneficial to the District in evaluating your qualifications. However, any elaborate brochures or voluminous examples are not required or desired.

Section IV: Software Functionalities/Specifications

- List each function your system provides and describe its key features.
- Describe if the proposed solution can be customized to link to or work with the district's current website developer (SchoolWorld).
- Describe how employee information is entered and/or up-loaded into system. Also address the following questions:
 - o Does the system allow automatic retrieval from District's current H.R. System: Munis by Tyler Technologies?
 - o Does the system allow automatic retrieval from District's current Student Information System: Genesis by Edupoint?

Section V: Firm Capabilities

- Provide the projected time line and plan to set-up the system and complete training of 30+ - users. It is anticipated that the District will make an award in late April 2010 with a go live date of June 1, 2010.

REQUIRED FORMAT AND SUBMITTALS

- Describe training included in the proposed solution.
- Describe the duration of installation and configuration support prior to transitioning to maintenance support.
- Discuss your maintenance services and what is included in on-going maintenance.
- Describe support services (who has what responsibilities: Tempe Elementary / vendor)
- Discuss any other information you deem advantageous to demonstrate understanding and approach to the work.

Section VI: Fee Schedule

- Provide a proposed fee schedule. Specify any and all costs the District may anticipate relating to this contract. Include pricing for all modules and functions offered.
- Specify the installation and training costs.
- Identify any other cost components for additional modules or functionalities that you are able to make available, but are not directly requested in this RFP.
- Specify the support, maintenance and any other costs required to sustain and keep current all systems functionality for a projected purchase plus four (4) fiscal years: 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015. Payments to the successful contractor will be based on actual services received.

Section VII:

- RFP Forms:
 - o System Questionnaire (pages 15-17)
 - o Offer and Acceptance Form (page 21)
 - o Insurance Certificates
- If the offeror will require the District to sign an additional contract, then a copy of the contract shall be included with the proposal. In the event of a conflict between the requirements of this solicitation and the proposed contract, the terms and conditions of this solicitation will take precedence.

EVALUATION CRITERIA

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

Total of 100 Points Possible

1. Software Functionalities/Specifications (35 Points)
2. Fee Schedule (30 Points)
3. Firm Capabilities (20 Points)
4. Qualifications of Personnel (10 Points)
5. Firm Experience (5 Points)

Oral Presentations(s)/ Product Demonstration(s), if applicable (Total 50 Points Possible)

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

OFFER AND ACCEPTANCE

The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.: _____

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

Email: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465 et. Seq.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §§ 41-4401 and A.R.S., §§ 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. §§ 35-392, the offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. §§ 35-391 and 35-393, the offeror does not have scrutinized business operations in Sudan or Iran.
7. In accordance with A.R.S. §§ 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials, services or construction as indicated by the attached Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the Tempe Elementary School District No. 3.

This contract is for: **Professional Development Management Software**

This contract shall henceforth be referred to as **Contract No. 30-30-15**. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives an executed purchase order from Tempe School District No. 3.

Awarded this _____ day of _____ 20____

Elizabeth Yeskey, Chief Financial Officer
Tempe Elementary School District No. 3