



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

REQUEST FOR PROPOSAL (RFP) NUMBER: 29-34-13

MATERIAL AND/OR SERVICE: PROJECT MANAGEMENT SERVICES

RFP DUE DATE: MARCH 16, 2009 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: A pre-bidder's conference has been scheduled for Friday, February 20, 2009 at 1:00 PM, MST at Tempe Elementary, Sanchez Administration Building, Room C-1 located at 3205 South Rural Road in Tempe, Arizona. See special term and condition #5 on page 12 for more information.

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:

Rebecca Seifert

Rebecca Seifert

Phone Number: (480) 730-7167

Fax Number: (480) 730-7420

Date: 2/11/09

Title: Senior Buyer

Email: rseifert@tempeschools.org

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>

Arizona Revised Statutes (A.R.S.) Title 15: Education, Chapter 16: School Capital Finance is available at
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=15>

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

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

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

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

DEFINITION OF TERMS

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any individual or business having a contract with the District to furnish goods and/or services.
- 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, Vendor)”** 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: 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.

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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, Offerors 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. Arizona Transaction privilege and use taxes shall not be considered when evaluating Offers.
- 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.R.S. § 35-214, at any time during the term of this 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 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.

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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 A.R.S. § 41-621 and § 35-154, 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 A.R.S. § 41-621 and § 35-154, 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

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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. Year 2000.
 1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including, but not limited to, calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the School District in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system or that the information technology products being acquired perform as a system in combination with other School District information

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technology, then this warranty shall apply to the acquired products as a system. The remedies available to the School District for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In Addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

- F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.
- G. 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.
- H. 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.

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.

UNIFORM TERMS AND CONDITIONS

- 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 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 reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District on demand.
 3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District in procuring materials or services in substitution for those due from the Contractor.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
9. **CONTRACT CLAIMS.** All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted there under.
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.** If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.
- The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. Additionally, contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity.

SPECIAL TERMS AND CONDITIONS

1. **PURPOSE:** Pursuant to provisions of the School District Procurement Rules, the Tempe Elementary School District ("District") intends to establish a qualified project management consultant firm to assist the District in managing current improvements utilizing bond, building renewal, capital and other appropriate District funds. The District reserves the right to contract directly with design-build and construction management at risk firms, and project management firms for the work described in this solicitation.
2. **INQUIRIES:** All questions related to this solicitation shall be in writing and will be accepted until **Wednesday, March 4, 2009 @ 5:00 PM.** Direct all inquiries to the contact person listed on the cover of this document via mail, fax or email. ***Bidders shall not contact or ask question of the school or department for which this requirement is being procured.*** Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Bidder shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due time and date. All questions shall be responded to as soon as possible. A list of questions received and the District's responses shall be posted on the District's website at <http://www.tempeschools.org/District.cfm?subpage=1143> by Thursday, March 5, 2009 @ 5:00 PM.
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. **PRE-BIDDERS CONFERENCE:** Prospective bidders are invited to attend a pre-bidders conference. The date, time and location of this conference are indicated below. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the District's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the District at this conference. The District will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation. Oral statements or instructions shall not constitute an amendment to this solicitation.

Conference Date: February 20, 2009

Conference Time: 1:00 PM

Conference Location: Tempe Elementary
Sanchez Administration Building, Room C-1
3205 South Rural Road
Tempe, AZ 85282
6. **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.
7. **DISCUSSIONS:** In accordance with A.R.S. 41-2534, 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.
8. **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.

SPECIAL TERMS AND CONDITIONS

9. **TERM OF CONTRACT:** The term of any resultant contract shall commence on the date of award and shall continue through June 30, 2009 unless terminated, canceled or extended as otherwise provided herein.
10. **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.
11. **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.
12. **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.
13. **MULTIPLE AWARDS:** In order to assure that any ensuing contracts will allow the District to fulfill current and future requirements, the District reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the District. The fact that the District may make multiple awards should be taken into consideration by each potential contractor. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District. The District reserves the right to competitively bid any commodity, if deemed to be in the District's best interest.
14. **CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the District shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision as noted in the School District Procurement Rules.
15. **TRAVEL:** There is no reimbursement of travel under this contract. Travel costs shall be included in the proposal.
16. **SAFETY STANDARDS:** Contractor shall comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
17. **REQUIRED SERVICES:** This solicitation references the need for project management services in a variety of capacities as a general indication of the needs of the District. However, the services indicated are estimates only and the District reserves the right to increase or decrease the amount of services required under this contract as bond and other funding sources are made available. No commitment of any kind is made concerning required services under this contract.
18. **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.

SPECIAL TERMS AND CONDITIONS

- 19. BILLINGS/PAYMENT:** The contractor shall submit to the District a monthly statement of charges based upon the percentage of the actual completion of the work minus 10% retainage. The retainage shall be paid when the District is satisfied that the project has been completed in accordance with the terms of this contract. All billing notices shall identify the specific item(s) and/or services being billed. 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.
- 19.1 The contractor shall submit an invoice package on a monthly basis together with appropriate backup documentation as required by the District.
- 19.2 Invoices submitted to the District shall be processed and paid only after the District reviews and determines that the work for which payment is sought has been completed at the times and in other manner specified in the contract. Invoices will not be paid by the District if the District determines that the work for which payment is sought is incomplete or unsatisfactory. Such invoice, or portion of invoice, will be held by the District for payment until such time as the contractor has made the necessary corrections and the work is acceptable to the District.
- 19.3 Reproduction costs for reports, logs, charts, etc. produced by the contractor shall be at the expense of the contractor. The exact amount of copies to be required will depend on the type of report being submitted.

SPECIAL TERMS AND CONDITIONS

20. INSURANCE: Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

20.1 Commercial General Liability with minimum limits of \$1,000,000.00 per occurrence, and an impaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add District as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

20.2 Business Automobile Liability, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the District as an Additional Insured with reference to this contract. This requirement may be modified at the discretion of the District to acknowledge coverage provided by a Family Automobile Liability or Personal Automobile Liability policy endorsed to cover Business Use under this contract (in lieu of a Business Automobile Liability policy), and provide such policy also insures the vehicle(s) used in performance of this contract (in lieu of "Symbol One").

20.3 Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers Compensation statutes, as follows:

Workers Compensation (Coverage A): Statutory Arizona benefits;

Employers Liability (Coverage B): \$500,000 each accident;

\$500,000 each employee/disease;

\$1,000,000 policy limit/disease.

Policy shall include endorsement for All State coverage for state of hire.

20.4 Professional Liability Insurance with minimum limits of \$1,000,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract and, at the discretion of the District shall include one of the following types of Professional Liability policies:

Directors and Officers

Errors and Omissions

Medical Malpractice

Druggists Professional

Architects/Engineers Professional

Lawyers Professional

Teachers Professional

Accountants Professional

Social Workers Professional

Other (Specify profession from Scope of Work)

The District shall be named as an Additional Insured as their interests may appear. The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy. The District reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

20.5 Certificates of Insurance acceptable to the District shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the District as Additional Insured for liability coverage's. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverage's afforded will not be canceled until at least 50 days prior written notice has been given to the District. All coverage's, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

20.6 Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the District may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all moneys so paid by the District shall be repaid by the Contractor upon demand, or the District may offset the cost of the premiums against any moneys due to the contractor. Costs for coverage's broader than those required or for limits in excess of those required shall not be charged to the District. Contractor and its insurer(s) providing the required coverage's shall waive their rights of recovery against the District.

Within ten (10) days following notification of award, certificates of insurance must be submitted to the District, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the contract.

SPECIAL TERMS AND CONDITIONS

- 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 shall agree to assign specific individuals to the key positions.
- 21.1 The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without the prior written approval of the District.
- 21.2 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 of substantially equal ability and qualifications.
- 21.3 The District reserves the right to request replacement of key personnel should there be a conflict due to personalities or qualifications.
- 22. CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in its records or obtained from the District or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the District. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the District.
- 23. CONTRACT AMENDMENTS:** Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the District. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation if applicable and entitled as an "Contract Amendment", and signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.
- 24. CANCELLATION:** The District reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The District will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:
- The Contractor provides personnel that do not meet the requirements of the contract.
- The Contractor fails to perform adequately the services required in the contract.
- The Contractor attempts to impose on the District, personnel which are of an unacceptable quality.
- The Contractor fails to furnish the required product within the time stipulated in the contract.

SPECIAL TERMS AND CONDITIONS

- 25. OFFEROR'S EMPLOYEES:** Offeror agrees that the individuals provided to the District on a temporary basis are Offeror's, not the District's, employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance
Federal and State Unemployment Taxes
Federal and State Withholding and Reporting Requirements
Unemployment Compensation Insurance
Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with the District, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

The District will not provide Offeror or its employees any business registrations or licenses that may be required. The District will not combine business operations with Offeror.

Neither Offeror nor its employees are to be considered agents or employees of the District for any purpose. It is understood and agreed that the District does not require Offeror to provide services exclusively to District and that Offeror and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Offeror shall, at no charge to the District, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for the District to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the District. At the discretion of the District, these services may be provided at cost to the successful offeror. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable. At any time, the District will have access to and receive copies of the results of the Offeror's drug/alcohol test or fingerprint/reference/background checks.

At any time, and for any reason, the District may request or reject any of Offeror's employees.

Offeror agrees to comply with the District's rules, regulations, and policies, as the District may modify from time to time.

- 26. REGISTERED SEX OFFENDER RESTRICTION:** Pursuant to this contract, the Contractor agrees by acceptance of this contract that no employee of the Contractor or a subcontractor of the Contractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The Contractor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.
- 27. FINGERPRINT & BACKGROUND CHECKS:** If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. Additionally, contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity.

SPECIAL TERMS AND CONDITIONS

- 28. SUBCONTRACTS:** The Contractor may, with the consent of the District, enter into written subcontract(s) for performance of certain of its functions under the contract. Subcontractors must be approved in writing by the District prior to the effective date of any subcontract.

No subcontract which the Contractor enters into with respect to performance under the contract shall in any way relieve the Contractor of any responsibility for performance of its duties.

The Contractor shall give the District immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor which in the opinion of the Contractor may result in litigation related in any way to the contract with the District.

- 29. AVOIDING CONFLICTS OF INTEREST:** Contractor(s) and Subcontractors are required to agree, as a condition of receiving this contract, that they will not contract or subcontract to perform any construction or corrective work related to any school assessment done by the contractor during the term of this contract. In addition, the Contractor agrees to enter into a written contract with each Assessment Team Member who does work for the Contractor, and to include in each contract a provision forbidding the Assessment Team Member likewise from performing any construction or corrective work related to any school assessment done by the Contractor during the term of this contract. The purpose of this provision is to avoid any possibility that a person or entity involved in the assessments might use that opportunity to profit from any corrective work resulting from the assessment, so as to avoid even the appearance of impropriety and the possibility that an assessment might be influenced by the hope of future related contracts. For the purpose of this section, the phrase "any construction or corrective work related to any school assessment" shall include work of any sort, including without limitation consulting, planning, professional services and/or construction management during the term of this contract.

SCOPE OF WORK

1. **PURPOSE:** The purpose of this Request for Proposal ("RFP") is to solicit qualified project management consultant firms ("Project Management Firms" or "Firms") to assist the Tempe Elementary School District No. 3 in managing any and all projects deemed appropriate by the District including but not limited to current improvements utilizing bond, building renewal, capital and other appropriate district funds. Contract award does not guarantee exclusive rights to work described in this RFP. The District reserves the right to contract directly with any construction, architectural, engineering, project management or any other firm deemed appropriate for the work.

2. **DEFINITIONS FOR SCOPE OF WORK:**

The terms set forth in this section shall have the meanings ascribed to them for all purposes of this Agreement unless the context clearly indicates another meaning. Words in the singular shall include the plural and words in the plural shall include the singular where the context so requires.

- 2.1 "District" means the Tempe Elementary School District #3.
- 2.2 "Design Consultants" means the Professional Services Consultants engaged by the District to design projects.
- 2.3 "Projects" means those improvements which may include the acquisition, demolition, construction, improvement, repair, alteration, modernization, renovation, reconstruction, or maintenance of all or any part of a School Facility or any other personal property necessary for or ancillary to any school facility.
- 2.4 "Professional Services Consultants" means consultants, including Design Consultants, engaged by the District to provide services for projects, involving professional services associated with research, development, design and construction administration, alteration, or renovation of real property, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform. These consultants may provide services including studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, cost estimates, construction management, inspections, shop drawing reviews, preparation of operating and maintenance manuals, and other related services.
- 2.5 "School Facility" means and includes any structure, building or facility used wholly or in part for academic purposes.
- 2.6 "School Facility Project Team" means the team for a Project as identified by the District consisting of, but not limited to, the Firm's Project Manager, representatives of the District, the Design Consultant, the Project CM Firm, the Contractor(s), if applicable, and any other Professional Services Consultants engaged by the District.

3. **IMPLEMENTATION OF THE PROGRAM**

- 3.1 To effectively implement the various projects, the District may elect to seek assistance from a qualified project management firm. The District may retain various professional consultants, such as architects and engineers to carry out the design phase of the Projects, if deemed necessary. The Design Professionals and Project Management Firm shall work in a cooperative manner to value engineer the projects and expedite delivery of their work products. The Project Management Firm shall emphasize sound fiscal procedures and an interactive communication network as described in Section 4.2 to ensure the rapid evaluation and completion of construction projects at competitive prices.
- 3.2 Given the complexity and magnitude of this undertaking, the District may seek the services of several Project Management Firms with substantial experience in multi-site school construction. The project management firms shall schedule project activities in such a way as to minimize interference with student education and achievement while providing continuous monitoring and oversight. Project management firms shall consolidate projects whenever possible to maximize the District's purchasing power and cost savings potential.
- 3.3 The Project Management Firm shall report to the Director of Facilities Management or his designee and shall ensure that all projects are completed within the established schedule and budget while meeting or exceeding the quality standards established by the District.

SCOPE OF WORK

- 4. SCOPE OF SERVICES:** The Project Management Firm shall perform project management, technical, analytical, and support service as required for the development and implementation of various projects throughout the contract term. The Project Management Firm shall prepare and execute approaches, methods, technology, and staffing, for effective and efficient completion of each project. These basic services shall include, but are not limited to:

4.1 Project Management

Services shall include, but not be limited to, the following:

- 4.1.1 Design consultant and construction contract management
- 4.1.2 Develop and implement quality control, cost control, schedule control, risk management and safety management plans for each project
- 4.1.3 Recommend design consultant services when appropriate
- 4.1.4 Reconcile vendor deliverables and invoices
- 4.1.5 Conduct project meetings
- 4.1.6 Coordinate construction site walk-thrus with District personnel at each project milestone or construction phase to ensure that the District's intent of the design is implemented.
- 4.1.7 Perform comprehensive daily visits and field reports for all projects stating contractor progress, safety report and construction staffing report. A copy of these reports shall be included in the project close out documents
- 4.1.8 Attend weekly contractor meetings
- 4.1.9 Gather and review all close out documents for accuracy and attend final project inspections and sign-off

4.2 Information Management

Services may include participating in a web-based interactive communication system for achieving optimum coordination among the various participants in the Project including the District, the schools within the District, school selected architects and engineers, and other State departments, which may have jurisdiction over aspects of the Projects, the contractors, consultants, architects and engineers. This system may include preparing and distributing meeting minutes or updating project information on a website on a daily basis.

- 4.2.1 Services shall include providing a weekly electronic update of the project status (cost and schedule).
- 4.2.2 Provide a minimum of twelve (12) copies monthly of written reports, at no additional charge to the District, to be distributed to the District's Governing Board at regularly scheduled board meetings describing, among other things:
 - 4.2.2.1 The status of project(s)
 - 4.2.2.2 Upcoming purchases and items for Board approval
 - 4.2.2.3 Anticipated project schedules
- 4.2.3 Provide a minimum of four (4) copies monthly of written reports, at no additional charge to the District, to be distributed to the Chief Financial Officer, Director of Facilities Management for Learners, Assistant Business Manager and Purchasing Manager describing, among other things:
 - 4.2.3.1 The status of project(s)

SCOPE OF WORK

4.2.3.2 Actual and budget projections for bond projects

4.2.3.3 Detailed cost projections, purchase reports and invoice reports for each project

4.2.3.4 Upcoming purchases, change orders and items for Board approval

4.2.3.5 Anticipated schedules for each project

4.2.3.6 Contact summary page by project

4.2.4 The Firm shall also maintain and keep a file management system of all correspondence and project information. Permit status shall also be tracked and the District shall be immediately notified as to any impediments in the permit process that may delay the schedule.

4.3 Budget Development

Services shall include estimating all project related costs including, but not limited to, administrative, legal, construction, construction related consultant fees, testing, environmental, fixtures, equipment and relocation costs. Services shall also include project cash flow projections.

4.4 Estimating

Services shall include review of design documents at project milestones and providing accurate cost estimates for construction, analysis and comparison with design consultant's estimates and/or contractor's project change orders. Estimates shall include project consolidation whenever possible to achieve volume discounts. Optimal procurement, constructability, and delivery strategies may also be requested. The project management firm shall be responsible for preparing bid specifications and overseeing the subsequent work as provided by the awarded contractors.

4.5 Issue Resolution

Services shall include advising the District and facilitating resolution of any issue, at any time throughout each school facility project. These issues may have an impact on the project schedule, cost and successful delivery, including but not limited to, site selection, site acquisition, safety, financing, performance, environmental issues, change orders, material selection, method of construction, personnel, procedures, training, document management, labor issues, and constructability.

4.6 Value Analysis

Services shall include analysis of building systems, equipment and materials and/or the entire project for appropriateness, initial cost, life cycle cost, projected maintenance and operation costs, safety and risk analysis.

4.7 Schedule Development

Services shall include schedule development, schedule tracking, schedule maintenance, recommendations for corrective action, and recommendations for advance procurement of services, materials, and equipment when required to meet project goals. Information should be provided by means of electronic reporting. Take actions to ensure that the schedules are realistic, reasonable and appropriate, that milestones are sequenced properly and that the schedule addresses the construction impacts on all involved parties. Ensure sequencing of all trades and contractors for cost-efficiency, interrelationship, timeliness and quality requirements.

4.8 Design Review

Services shall include review of design documents, constructability reviews and recommendations, code compliance verification, maintainability reviews, alternative methods, and innovations, to achieve a balance of quality and cost for the project at each design phase. The Firm shall familiarize themselves and understand District standards and ensure adherence to such at all design and construction phases.

4.9 Claims Consulting

Services shall include analysis of claims for additional services and cost made against the District by design consultants and/or contractors as well as claims the District may have against parties involved with the projects. Services may include the analysis of the cost of the owner controlled insurance versus the contractor's estimated cost of providing insurance to determine the most efficient and economical

SCOPE OF WORK

means of insuring these projects. Services may further include assisting in negotiations with contractors for reasonable deductions to the contract cost if the District exercises its option to provide owner-controlled insurance. The project manager shall verify that all contractors have the necessary insurance coverage.

4.10 Additional Requirements

- 4.10.1 Assist with facilitation and attend all customer, stakeholder and vendor meetings as required to meet the goals and objectives of the project.
- 4.10.2 Attend Board meetings as requested at no additional charge.
- 4.10.3 Perform pre-bond and facilities planning work including, but not limited to, the development of a bond/building renewal strategy, together with future bond planning and related evaluation and research activities based on the District's anticipated bond election in November 2009.
- 4.10.4 Estimates and design recommendations shall be provided for smaller type projects at no additional cost to the District. Any detailed estimates will be provided at a negotiated and pre-approved accost subject to District approval.
- 4.10.5 Prepare preliminary job scopes and narratives and present to the District for approval and sign off.
- 4.10.6 Assist District personnel in project procurement (i.e. mailing invitations to bid, developing complete project scope of works, advertisement preparation, etc).
- 4.10.7 Conduct pre-bid meetings, pre-construction and pre-mobilization meetings and walk- thrus as required in coordination with Facilities Management and school personnel.
- 4.10.8 Provide award of contract recommendation (contractor evaluation).
- 4.10.9 Coordinate submittals with the Director of Facilities Management for Learners or designee to guarantee compliance with District standards.
- 4.10.10 Coordinate the transfer of District owned equipment during construction and reconstruction projects as needed.
- 4.10.11 Perform monthly budget data comparisons with the District's Finance Department to verify that all expenditures are accounted for.
- 4.10.12 Advise the District of potential project conflicts/challenges.
- 4.10.13 Ensure compliance with Federal and State environmental regulations.
- 4.10.14 Conduct District-wide needs assessment as required and assistance in preparation and proposals for future projects.
- 4.10.15 Assigned project management personnel to be consistent throughout duration of contract. If the vendor elects to replace the selected project manager, the vendor shall notify the District in writing and shall require the approval of the District. A resume for the proposed replacement shall be submitted to the District for approval. The District reserves the right to accept or reject proposed replacement at its sole discretion.

If the District determines that the selected project manager is unable to perform satisfactorily or to communicate effectively, the project manager shall be removed from the project immediately upon the District's request. A resume for the proposed replacement shall be submitted to the District for approval within 5 working days of request for removal.

SCOPE OF WORK

4.10.16 Project work schedule may include construction activities operating from 3:00 P.M. to 11:00 P.M. on many projects. Services shall include days, nights, weekends and holidays when necessary and as required by the District.

NOTE: THE SCOPE OF SERVICES DESCRIBED ABOVE MAY NOT REPRESENT ALL ELEMENTS THAT MAY BE REQUIRED. RESPONDENTS ARE ENCOURAGED TO IDENTIFY SUCH OTHER SERVICES AND INCLUDE THEM AS PART OF THEIR PROPOSAL.

EVALUATION CRITERIA AND PROPOSAL FORMAT

1. **Offeror's Contact:** All questions regarding this RFP must be directed to the contact person as indicated on the cover page of this solicitation.
2. **Evaluation:** 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 Districts based on the following criteria:
 - 2.1 Experience and Expertise of Firm and Key Personnel
 - 2.2 Method of Approach
 - 2.3 Cost
 - 2.4 Overall compliance with Terms and Conditions, Scope of Work and other RFP requirements including the offeror's ability to provide all information as requested at time of proposal submittal.
3. **Proposal Format: One (1) original and seven (7) copies** of each proposal should be submitted on the forms and in the format specified in the RFP. The original 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. **The proposal should conform to the format specified below and include, but not be limited to the following:**

3.1 Submittals (Tab 1)

Each proposal should contain a table of contents with a clear and complete identification of the materials submitted by section and page number.

- 3.1.1 A brief letter of transmittal should be submitted that includes the offeror's understanding of the work to be performed. The letter should include a positive commitment to perform the service(s) within the time period specified.
- 3.1.2 Include the names of persons authorized to represent the offeror, their titles, and contact information.
- 3.1.3 The offer and acceptance form and non-collusion affidavit (enclosed in this document) should be signed and returned with proposal.

3.2 Experience and Expertise of Firm and Key Personnel (Tab 2)

Experience and expertise of the offeror's organization and key personnel is considered in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, experience and qualifications especially those performances related to the requirements of this RFP.

- 3.2.1 A current client listing, and number of individual projects undertaken for each client.
- 3.2.2 Provide the number of employees and the firm's year of establishment. Identify the number of professional/technical staff by discipline (i.e. architects, engineers, programmers, schedulers, construction managers, project managers, cost engineers, etc)
- 3.2.3 Description of any relevant experience in project management for school construction and reconstruction for Arizona K-12 public schools in the past five (5) years that has involved multiple construction projects. Include information that demonstrates your firm's understanding of the complexity of work performed on an occupied school site.
- 3.2.4 Description of any relevant experience in planning, design and construction of K-12 public schools in Arizona the past five (5) years and include the annual dollar volume.
- 3.2.5 Description of the Firm's information systems for cost estimating, scheduling, project management and reporting and how they might be employed in this engagement.
- 3.2.6 Three (3) school related references of prior clients for project management services from the past three (3) years that has involved the coordination of multiple construction projects. List the contact name, position, e-mail address and telephone number. Briefly describe the services provided.

EVALUATION CRITERIA AND PROPOSAL FORMAT

- 3.2.7 Description of the firm's experience and knowledge of Arizona State Procurement laws, specifically those related to Alternative Project Delivery Method procurement (APDM), Board approval requirements, and government accounting and contract procedures.
- 3.2.8 Please explain if the applicant firm, or any of its affiliate firms, in the past five years:
 - 3.2.8.1 had a contract terminated?
 - 3.2.8.2 been given a final unsatisfactory performance rating on a specific project?
 - 3.2.8.3 had liquidated damages assessed against it in connection with a contract?
 - 3.2.8.4 engaged in any litigation with regard to any contract?
- 3.2.9 Please explain if there are currently any administrative, civil or criminal matters pending in any federal, state or local government jurisdiction in which the applicant firm or its principals or key personnel are involved.
- 3.2.10 Provide a letter from your firm's financial institution and two (2) officers of major suppliers indicating confidence in your firm's stability and payment history. Offerors may submit audited annual financial reports in lieu of letters from the firm's financial institution. Any financial information included here will be kept confidential, unless it is in the form of an audited annual report available to the general public.
- 3.2.11 Provide a resume for all key personnel who may provide services under this contract. Include the following:
 - 3.2.11.1 Education
 - 3.2.11.2 Work Experience
 - 3.2.11.3 Professional Certification and Licensing
 - 3.2.11.4 Area of Specialty / Expertise
 - 3.2.11.5 Copies of all Licenses
- 3.2.12 Provide information regarding your firm's approach to measuring the performance of project managers and other key personnel.

3.3 Method of Approach (Tab 3)

The offeror should present a proposed method of satisfying the requirements of the Scope of Work as specified herein on a point-by-point basis. The method of approach should include a written narrative to demonstrate the offeror's ability to satisfy the Scope of Work, taking into consideration any additional services or expertise offered that exceeds the requirements of the RFP. The language of the written narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.

- 3.3.1 Description of the way the Firm intends to staff the engagement, containing the name of all the key personnel, the organizational structure, and a description of each person's role in the proposed engagement. A resume of each person, along with an organization and staffing chart shall be included.
- 3.3.2 If the Firm intends to utilize subconsultants in the engagement, the Firm should list the number of years and specific project experience for these subconsultants, and the name of the contact person, address and telephone number of each subconsultant.

EVALUATION CRITERIA AND PROPOSAL FORMAT

- 3.3.3 Description of the firm's method of approach to formulating project specific cost, quality, project, scope, and risk management plans.
- 3.3.4 Provide a list of three (3) construction management projects that have had issues. Describe the problem and how the issue was resolved. Provide the name of the agency, type of project, project date, contract amount, contact name, phone number and e-mail address.
- 3.3.5 The firm should provide any other relevant information specific to its approach to provide project management services for this engagement.

3.4 Cost (Tab 4)

Fee proposal to reflect the following 4 tiers:

- 3.4.1 an hourly rate for facilities planning work or projects
- 3.4.2 a tiered, lump sum cost proposal for assessment and constructability reviews for projects
- 3.4.3 \$200,000 to \$1 million shall be a percentage bid of contract amount
- 3.4.4 \$1 million and up shall be a percentage bid of contract amount

3.5 Disclosure (Tab 5)

Provide responses to the following:

- 3.5.1 Is the firm owned by another company? If yes, please provide information listed in the section for your firm and the parent company.
- 3.5.2 Have any of the firm's principals or key personnel listed in response to this RFP, ever been arrested, charged, indicated or convicted of a crime? If yes, please provide an explanation of the event(s).
- 3.5.3 Has any of the firm's principals or key personnel listed been suspended, debarred or otherwise declared ineligible by an agency of government, from contracting to provide services, labor materials or supplies? If yes, please provide an explanation for each instance.

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, the offeror does not have scrutinized business operations in Sudan.
7. In accordance with A.R.S. §§ 35-393, the offeror does not have scrutinized business operations in Iran.
8. 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: **Project Management Services**

This contract shall henceforth be referred to as **Contract No. 29-34-13**. 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____

Tempe Elementary School District No. 3

Elizabeth Yeskey, Chief Financial Officer

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

Name

Title

Company Name

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

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

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

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

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of

_____, 20_____

Notary Public: _____

My Commission Expires: _____

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



NO BID RESPONSE

Bidders not responding to the solicitation listed below are asked to complete this form. Please fax this form to (480) 730-7420 or return by mail to:

Tempe Elementary School District No. 3
Finance/Purchasing Department
3205 South Rural Road, Tempe, AZ 85282
P.O. Box 27708, Tempe, AZ 85285-7708

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO BID:

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

☐ Other: _____

This *NO BID* response is authorized by: _____

Signature

Title

If you do not wish to receive future notices, please visit our website at www.tempeschools.org/purchasing to update your Vendor Registration Application