



Flowing Wells Unified School District #8

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL #: 10-08-15

MATERIAL OR SERVICE Student Technology Literacy Curriculums and Professional Development

DUE DATE March 16, 2010 at 2:00 PM MST

OPENING LOCATION Flowing Wells School District #8
Business Office
1556 W. Prince Road
Tucson, AZ 85705
520-696-8813
520-690-2330 fax

PRE-BID CONFERENCE DATE N/A

TIME N/A LOCAL TIME

LOCATION N/A

This solicitation may be obtained from our website at <http://www.floatingwellsschools.org> Any interested parties without internet access may obtain a copy of this solicitation by calling (520) 696-8813, by email jacksonm@floatingwells.k12.az.us, or a copy may be picked up during regular business hours at the District's Business Office, 1556 W. Prince Rd., Tucson, AZ 85705. If you experience any problems receiving this Request for Proposal, please call (520) 696-8813.

If you do not wish to bid on this solicitation, please provide written notification of your decision. Failure to respond could result in deletion of your name from the District's vendor listing. This form may be returned to the address above, or faxed to (520) 690-2330. A "No Bid" will be considered a response.

- ☐ **I am submitting a "No Bid" at this time.**
Please keep my name on the District's Bidder's List.
- ☐ **I cannot provide services of this nature.**
Please remove my name from this category. I will submit a revised Vendor Registration Form
A copy of the Vendor Registration Form is at <http://www.floatingwellsschools.org>
- ☐ **I no longer wish to do business with Flowing Wells Unified School District.**
Please remove my name from the District's Bidder's List.
- ☐ **I am no longer in the business to provide these services.**
Please remove my name from the District's Bidder's List.

_____ Name of Company	_____ Date Signed
_____ Authorized Signature/Local Representative	_____ Telephone/Fax Number
_____ Type Name and Position Held with Company	_____ E-Mail Address
_____ Mailing Address	_____ City
	_____ State
	_____ Zip

RFP Notice mailed: _____



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CONTACT: Usha Raghavan

TELEPHONE NUMBER (520) 696-8813

In accordance with the School District Procurement Rules in the Arizona Administrative Code (A.A.C) promulgated by the State Board of Education pursuant to A.R.S. §15-213, §41-2578 and §41-2579, competitive sealed proposals and the School District Procurement Rules for the materials or services specified will be received by the Flowing Wells Unified School District #8, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the name of each offeror will be publicly read. **Faxed proposals are not acceptable.**

The district will not be responsible for the pre-opening of, post-opening of or failure to open, a proposal not properly addressed or identified. **Offers must be in the actual possession of the Flowing Wells Business Office on or prior to the time (based on the official District time clock) and date, and at the location indicated above. Late offers will not be considered.**

Proposals must be submitted in a sealed envelope with the Request for Proposal number and the Offerors name and address clearly indicated on the outside of the envelope. All Proposals must be written legibly in ink or typewritten. Additional instructions for preparing the Proposals are provided herein.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION DOCUMENT.

THIS OFFER IS SUBMITTED BY:

Firm/Person _____

Address _____

City _____ **State** _____ **Zip** _____

Issue Date _____

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DOCUMENTS REFERENCED:

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

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

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at:
http://azsos.gov/public_services/Title_07/7-02.htm#Article_10

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

DEFINITION OF TERMS

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

- A. ***“Attachment”*** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. ***“Contract”*** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. ***Contract Amendment*** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. ***“Contractor”*** means any person who has a contract with the School District/public entity.
- E. ***“Days”*** means calendar days unless otherwise specified.
- F. ***“Exhibit”*** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. ***“Gratuity”*** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. ***“Offer”*** means bid, proposal or quotation.
- I. ***“Offeror”*** means a vendor who responds to a Solicitation.
- J. ***“Procurement Officer”*** means the person duly authorized to recommend and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. ***“Responsible Offeror”*** means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.
- L. ***“Responsive Offeror”*** means the Offeror who submits a Proposal that conforms in all material respects to this Request for Proposals, Instruction to Offerors and the Plans and Specifications which are incorporated herein by this reference.
- M. ***“Solicitation”*** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- N. ***“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.

- O. ***“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.

- P. ***“School District”*** means the School District/public entity that executes 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 may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least six (6) 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 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 Electronically Submitted 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 or electronically submitted offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer must 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 must be submitted with the Offer and must 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 intent to be bound, such as an original signature, may 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 Pre-printed 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, may be rejected.
 - 2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be 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 may result in rejection of the Offer.

- H. Federal Excise Tax. School Districts/public entities are exempt from 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.
- J. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege taxes. Use Tax will be paid on any item on which Sales Tax has not been paid.
- 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 must 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. Addenda/Amendments;
 2. Special Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Statement of Scope of Work;
 5. Specifications;
 6. Attachments;
 7. Exhibits;
 8. Special Instructions to Offerors; and
 9. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination, freight prepaid to the Flowing Wells Unified School District as indicated on the purchase order, 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. Any offer may be withdrawn by the Offeror at any time prior to the date and time set for the solicitation opening. 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 School District 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. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; 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; and
 - 3. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
 - 4. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

4. Additional Proposal Information

- 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. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- C. Taxes. All applicable taxes in the Proposal will be considered by the School District/Public Entity when evaluating proposals; 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.
- 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, by a group of line items, 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 best interest, multiple awards may be awarded.
- 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 Procurement Officer signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

6. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1 141 through R7-2-1 153. Protests shall be in writing and be filed with the District Representative, Usha Raghavan, 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 with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

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

UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to 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. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract. The District requires fingerprints for Independent Contractors who provide services to students. Proof of fingerprinting must be received by the Procurement Officer prior to the issuance of a purchase order.
- D. Conflict of Interest. All parties hereby are put on notice that this Contract is subject to termination if any District employee or Governing Board Member has substantial interest in the firm and/or services and has not followed State and District rules governing orders in such interest. Contractor must further certify that they have not paid or agreed to pay any person, other than a bona fide employee a fee or brokerage resulting from the award of this 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 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, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

- C. Audit. 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, 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. The Contractor shall make notices to the School District required by the Contract 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.

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. 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.

C. 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 Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. 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 or 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 Procurement Officer 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. Insurance If applicable, vendor shall secure at its own expense and keep in effect during the term of this contract Workers' Compensation Insurance for all the Contractor's employees engaged in work under this Contract and comprehensive general liability insurance, to include automobile and professional liability, providing limits of not less than \$1,000,000 per occurrence. The District shall be named on the Contractor's liability policy as an additional insured. Evidence of the insurance coverage specified above shall be by means of Certificates of Insurance giving the District thirty (30) days notice of cancellation or material change in policy. It is understood and agreed that the successful vendor shall provide the Certificates of Insurance and other required documents, and commence the contract services within ten (10) days of notice of award from the District (see Special Terms and Conditions for other applicable insurance requirements, if applicable).
- E. Safety Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.
- F. 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 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 requested, 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.

- G. 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 supplies 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 Solicitation 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 testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Office, 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 the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability 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 General 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 up to 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 to 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 General 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/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District 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 General 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 documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
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 reprocurring the materials or services.

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 AAC R7-2-155 through R7-2-1181, 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 schools(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. Contractors 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. 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.

13. Business Operations in Sudan/Iran

Per A.R.S. § 35-391 and A.R.S. § 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Sudan and Iran

14. 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.

15. Gift Policy

The Flowing Wells School District will accept no gifts, gratuities, or other items (exception of nominal dollar value) from vendors. Flowing Wells School District has adopted a zero tolerance policy concerning vendor gifts. Flowing Wells School District may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

16. Integrity of Proposal

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District/Public Entity in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted proposal or any resulting contract.

17. Vendor Registration

All vendors are required to be a registered vendor before a contract can be awarded to the Offeror. For information or questions regarding vendor registration contact Marina Jackson, Flowing Wells Unified School District, 1556 W Prince Road, Tucson, AZ 85705, telephone 520 696-8813, fax 520 690-2330, email jacksonm@flowingwells.k12.az.us or website www.flowingwellsschools.org.

18. Registered Sex Offender Restriction

Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, 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 vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

SPECIAL TERMS AND CONDITIONS

1. **Purpose** It is the intent of the Flowing Wells School District to contract with a qualified and experienced vendor or vendors to provide student technology literacy curriculums and professional development to support the integration of technology skills in student lessons.

2. **Competitive Sealed Proposals**

It has been determined that competitive sealed proposals are most practicable and advantageous to the District for the materials and/or services.

3. **Terms of Award**

It is the intent of the District to award a multi-year contract for the specified materials/services/products beginning during the fiscal year 2009-2010. If all conditions are met during this period of time, this contract may be extended, if funding is available, for up to four additional one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

Conditions for renewal of the contract shall include, but not be limited to, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory materials and/or services, continued adherence to the requirements of the bid documents, and continued competitive prices for the services and/or products provided under the original contract.

4. **Multiple Award**

A contract under this Solicitation may be awarded to multiple vendors on a line item basis or by aggregate, whichever deems to be in the best interest of the District.

The award will be limited to the least number of offeror's that the District determines is necessary to meet the needs of the District.

5. **Award Basis**

The Flowing Wells School District shall award a contract to offerors most qualified to meet the needs of the District based upon the factors set forth in the RFP. No other factors or criteria may be used in the evaluation. Flowing Wells School District reserves the right to make a multiple award if this is determined to be in the best interest of Flowing Wells School District.

- **Responsiveness** means a person (or company) who submits a bid, which conforms in all material respects to the Request for Proposal.
- **Responsibility** means a person (or company) who has the capability to perform the contract requirements and the integrity and reliability, which will assure good faith performance.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the bid form on the offeror's letterhead over the signature of the person signing the bid form. Such appendages shall be considered part of the offeror's formal bid. For the absence of any

statements of deviation or exception, the bid shall be accepted as in strict compliance with all terms and conditions.

If a vendor receives a bid award, an order is placed and vendor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Invitation for RFP, or is unable to hold bid price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with bid specifications, as determined by the District, the District reserves the right to go to the next lowest bid price of equal quality which meets bid specifications. If the bid item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to district's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

Note: However, if a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next lowest ranked vendor if this determination occurs within a reasonable time period after contract award.

6. Award

It is expected that the award for this contract will be made within sixty (60) days of RFP opening unless otherwise noted.

7. Delivery

All prices shall be F.O.B. Destination, freight prepaid to the Flowing Wells School District as indicated on the purchase order, and shall include all delivery and unloading at the destination(s).

Prompt delivery may be a factor in the bid award. Failure to deliver order within the specified time frame may result in purchase order cancellation.

All deliveries shall be accompanied by delivery tickets or packing slips. Ticket or packing slip shall contain school district purchase order, description of articles, and vendor name.

8. Warranty/Guarantee

All bidders must guarantee full satisfaction of their materials/products or permit unsatisfactory materials/product to be returned collect for full money refund. All defective products shall be replaced and exchanged by the vendor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor.

9. Quantities

Quantity(s) as shown are the District's best estimate of projected needs and are in no way guaranteed or implied. Payment will be made to successful offeror for actual quantity(s) ordered and received. Final quantity(s) will be based upon need and funds available at time of the order. In the best interest

of the District, we reserve the right to increase or decrease quantities as shown, or to place subsequent orders with successful bidder(s). Successful bidder(s) will be contacted prior to placing subsequent orders for verification of bid prices.

10. Price Clause

Price must remain firm for the initial term of the contract. The District's Procurement Officer will review fully documented requests for price increases prior to any contract renewal. The Flowing Wells School District will review fully documented requests for price increases and may, at its sole option, accept any changes or cancel from the contract those materials and/or services concerned. The vendor shall likewise offer the District any published price reduction during the contract period. All price adjustments will be effective on acceptance by the District's Procurement Officer. Prices, as indicated, shall include all costs associated with the specified service or good. Any extra or incidental costs must be indicated separately.

11. Deviations to Bid

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the bid form on the Bidder's letterhead. Exceptions must be signed by authorized representative of the company. Such appendages shall be considered part of the Bidders formal bid. For the absence of any statements of deviation or exception, the Bid shall be accepted as in strict compliance with all terms and conditions.

12. Procurement Methods

Products and Services obtained under this Request for Proposal may be by Blanket Purchase Order, or Specific Purchase Order. The percent discount for parts and the labor rate must remain the same no matter what purchasing method the District uses.

13. Evaluation

Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlines in the RFP. The District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purposes of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District. If discussions are held, best and final offers may be requested.

Evaluation criteria may include, but not necessarily be limited to the items below. Criteria are listed in order of importance.

- A. Responsiveness of the proposal in providing all of the submittal requirements of the RFP.
- B. Previous experience of the offeror, in general, as well as that of the individual(s) assigned to work with the District.
- C. Information obtained by the District from offeror's references or other clients.

- D. Cost – while cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest prices submitted.
- E. District’s assessment of the offeror’s abilities to meet and satisfy the needs of the District, taking into consideration additional services, warehouse locations, or expertise offered, that exceed the requirements or the vendor’s inability to meet some of the requirements of the specifications.

14. Discount Off Manufacturer List

It is recognized that catalog pricing may change during the contract term, but trade discounts awarded on this bid must remain firm throughout the entire contract period.

15. Authorized Dealership

Proposers are required to provide with their proposal response, proof of authorized dealership to operate in the state of Arizona for each manufacturer they are proposing.

16. Product Delivery

Any bid item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the vendor immediately and replaced to the district’s satisfaction at no additional charge, or issue full credit.

17. Minimum

The volume or value of purchase under the resultant contract(s) is unknown. The District will not be bound to purchase a minimum quantity during the contract period. The District reserves the right to increase or decrease any estimated amount.

18. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the rights to obtain like goods or services from other sources.

19. Vendor Responsibility

The successful Offeror shall protect all furnishings from damage and shall protect the school district’s property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful offeror shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful offeror agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They

shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.

The successful offeror must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful offerors responsibility to ensure continuation of service. The successful offeror must provide adequate training for all contracted employees providing services under this contract.

The successful offeror must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

20. District Requirements

A. Insurance

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

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Flowing Wells School District as an additional insured party.

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

B. Licenses

The successful Offeror will provide documentation of professional memberships, certifications, and licenses.

C. Safety

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

21. Vendor Required Contract

If your firm will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria.

22. Authority

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

23. Integrity of Proposals

By signing this proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District in connection with the submitted proposal. Failure to sign the proposal, or signing it with a false statement, shall void the submitted proposal or any resulting contract.

24. Discussions/Clarifications

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 to clarify any issues that arise after each proposal is read.

25. Contract Liaison

The Contract Liaison for any contract awarded under this Request for Proposal will be Usha Raghavan, Chief Financial Officer, (520) 696-8813. The Contract Liaison shall act as the District's contract manager and oversee performance under the contract.

The Contract Liaison may provide the vendor with general guidance as to the contract performance. However, this individual is not authorized to make changes in the contractual or performance requirements of any contract. Changes to an awarded contract shall be effective only upon written approval from the District's Procurement Officer.

26. Billing

The successful vendor(s) will be required to bill the District on an itemized invoice that indicates the items purchased, using school or department, and the applicable District purchase order number. Invoices must be sent to the district's accounts payable, Flowing Wells School District, 1556 W. Prince Road, Tucson, AZ 85705, as shown on the purchase order. Any purchase order issued by FLOWING WELLS SCHOOL DISTRICT will refer to the RFP number of this Solicitation.

27. Additional Materials/Services

The District reserves the right to add related materials and/or services to the contract at any time during the contract period. The District shall contact the awarded vendor(s) for prices prior to adding any materials and/or service, and may, at FLOWING WELLS SCHOOL DISTRICT's sole option, accept the quoted price or purchase elsewhere those materials and/or services.

28. Firm Information

Length of time your firm has been in business? _____

Do you have a local representative to provide services as required? ☐ Yes ☐ No

Name of account representative _____

Location of account representative _____

Phone _____ Fax _____

E-Mail _____

Name of contact person for customer service calls _____

Phone _____ Fax Number _____

E-mail _____ Firm Web Site _____

Remit to address for purchase orders: _____

City _____ State _____ Zip _____

Fax for purchase orders: _____ E-mail for purchase orders: _____

Remit to address for payments: _____

City _____ State _____ Zip _____

29. Vendor Check List

	<u>Yes/No</u>
• Did you submit one original and three copies of your response?	_____
• Did you fill out page 1 of solicitation and fill out and sign the offer & acceptance sheet?	_____
• Firm information provided?	_____
• Did you carefully read and examine all information in the referenced Solicitation?	_____
• Did you check website for addendums? http://www.floatingwellsschools.org	_____
• Did you include a completed W-9 form?	_____
• Is your RFP being returned in a sealed envelope?	_____
• Are the RFP name, number, date and time of opening clearly marked on outside of sealed envelope?	_____

RFP Requirements

One (1) original of your proposal and (3) copies must be submitted. The Flowing Wells School District will not assume responsibility for any costs related to the preparation or submission of the proposal.

In order for your Proposal to be considered, the following information should be included, in the numeric order listed.

- Tab 1 Page 1 of the Notice of Request for Proposal; Page 26 with Firm Information and Vendor Check List.
- Tab 2 Proposal Pricing, and any other information as needed to evaluate your response.
- Tab 3 Signed Offer and Acceptance Form, I.R.S. W-9 Form, Request for Taxpayer I.D. Number, Any License and/or Certification requested.
- Tab 4 The form of contract for any award made as a result of the Proposal will be a District Purchase Order referencing the RFP, which shall be considered a part of the contract. The amount will be based upon the fees shown in the solicitation, and will take into consideration previous and anticipated expenses for the forthcoming year. *If your firm will require the District to sign an additional or separate contract, a copy of the solicitation contract must be included with the response.*

SCOPE OF WORK/SPECIFICATIONS

The Flowing Wells School District serves approximately 6,000 students in one preschool, six elementary schools, one junior high school, one alternative high school and one traditional high school. The district is located in both the city of Tucson and unincorporated Pima County. The district has approximately 350 classroom teachers and another 150 employees serving in various support and administrative capacities.

Flowing Wells is currently pursuing several technology based initiatives including the inclusion of interactive white boards, document cameras, student email accounts, and wireless internet access. As part of the overall technology initiative, **the district is evaluating student level technology literacy curriculums and professional development to support the integration of technology skills in student lessons.**

District Computer Access

The preschool has approximately 10 workstations for use in six different classrooms. Each of the six elementary schools has a computer lab where students learn and use software applications each week. The elementary computer labs can also be used for individual classroom lessons and specialized student projects. The junior high school enrolls approximately sixty percent of enrolled students in a computer course each semester. The high school has multiple computer labs that support specific curriculums like graphic arts, media arts, marketing, web design, and information technology.

All district computers run Microsoft Windows XP and Microsoft Office 2007 (PowerPoint, Outlook, Word, Excel), supported by Internet Explorer 6.0 or higher. All schools are connected with high speed internet access with at least 50 mbps of bandwidth.

The student technology curriculums requirements are as follows:

1. based on the National Educational Technology Standards for Students (NETS*S)
2. resources are web-based and how the login procedure works
3. alignment between the provided curriculum and professional development opportunities
4. enough resources and activities for an entire year of lessons
5. activities that are grade level specific, K-8, and provide meaningful, real world applications
6. activities are designed for whole lab, 30 workstation setting and accessible in small group settings, 1-3 computers
7. student level assessments based on activities
8. school and class level assessment reports.

The professional development requirements are as follows:

1. based on the on the National Educational Technology Standards for Students (NETS*S).
2. resources are web-based and how the accounts are set up
3. alignment between the provided curriculum and professional development opportunities
4. opportunities are offered in a variety of flexible formats including self-paced and instructor led formats, with the option of the district providing the trainers through a “train the trainer” model
5. articulation between technology literacy standards and academic content
6. use of Microsoft applications

7. searchable information for teacher and district documentation about participation and completion rates
8. flexibility in district designed professional development opportunities and individual teacher discretion.

Additional requirements are as follows:

1. software's design in saving information on the local machine, district network or vendor's server
2. pricing for software and professional development options, including a "train the trainer" model for in-district instructors
3. multi-year contract pricing
4. technical support at time of implementation
5. technical support throughout the use of the program
6. updates and product revisions
7. product down time during the past 12 months
8. software design and use with district technology specifications, i.e. browser, bandwidth, filtering, etc.

Attach detailed costs for your proposal.

RFP No. <u>10-08-15</u>	OFFER AND ACCEPTANCE	Flowing Wells School District #8 Chief Financial Officer 1556 W. Prince Road Tucson, AZ 85705 520-696-8813 fax 520-690-2330
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.		
Company Name		For Clarification of this Offer, contact:
Arizona Transaction (Sales) Privilege Tax License No.		Name
Federal Employer Identification No.		Phone
Street Address		Fax
City		E-mail
State	Zip	Signature of Person Authorized to Sign Offer Printed Name of Person Authorized to Sign Offer Title
Tax Rate (if applicable) _____%		
CERTIFICATION By signature in the Offer section above, the bidder certifies: 1. The submission of the offer did not involve collusion or other anti-competitive practices. 2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465. 3. The offer complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State Employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program. 4. The bidder 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. 5. In accordance with A.R.S. § 35-391, the offeror is in compliance and shall remain in compliance with the Export Administration Act 6. In accordance with A.R.S. § 35-397, the offeror does not have scrutinized business operations in Iran or Sudan. 7. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.		
ACCEPTANCE OF OFFER When approved for award and countersigned below by the Chief Financial Officer or authorized designee, the offer is accepted. The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the school district/public entity. This contract shall henceforth be referred to as Contract No. 10-08-15 The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed. Awarded this _____ day of _____, 2010 Authorized signature		

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,