

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
HYE TECH NETWORK & SECURITY SOLUTIONS, LLC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this *27* day of *September*, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Hye Tech Network & Security Solutions, LLC., a(n) Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On December 15, 2015, in response to the SAVE RFP #16-07-21 (the "SAVE RFP"), the Roosevelt School District entered into a contract with Contractor to purchase technology, computer and network services as described in the SAVE RFP, which is attached to this Agreement as Exhibit A. The SAVE RFP permits its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the SAVE RFP as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to the SAVE RFP. According to the Proposal Cost Form included in the SAVE RFP purchases can be made by governmental entities from the date of award, which was December 15, 2015, until the date the contract expires on June 30, 2016, unless the term of the SAVE RFP is extended by the mutual agreement of the original contracting parties. The SAVE RFP, however, may not extend the contract beyond November 30, 2020. The initial period of this Agreement therefore is the period from the date the City of Glendale executes this Agreement until 6/30/2017. The City, however, may renew the term of this Agreement for three (3) additional years in one-year increments until the SAVE RFP expires on 11/30/2020 (and assuming the SAVE RFP was not terminated earlier). Renewals are not

automatic and will only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement thirty (30) days prior to the anniversary of the date the City of Glendale executes this Agreement to effectuate such a renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the SAVE RFP.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the SAVE RFP. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the SAVE RFP, unless the City and Contractor agree to a different schedule.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Six Hundred Thousand dollars (\$600,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Claire Smith  
6835 N 57<sup>th</sup> Dr.  
Suite 100  
Glendale, Arizona 8530  
623-930-2880

and

Hye Tech Network & Security Solutions, LLC  
c/o Saro Hayan

4802 E. Ray Road  
Suite 23-414  
Phoenix, Arizona 85044  
480-900-8100

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

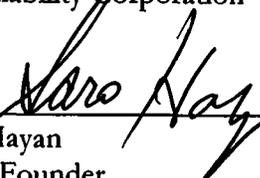
“City”

“Contractor”

City of Glendale, an Arizona  
LLC  
municipal corporation

Hye Tech Network and Security Solutions,  
a(n) Limited Liability Corporation

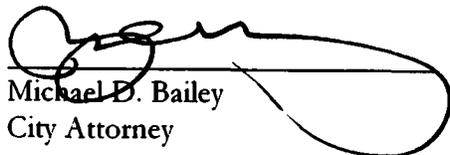
By:   
\_\_\_\_\_  
Kevin R. Phelps  
City Manager

By:   
\_\_\_\_\_  
Name: Sara Hayan  
Title: CTO/Founder

ATTEST:

  
\_\_\_\_\_  
Julie Bowler (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
HYE TECH NETWORK & SECURITY SOLUTIONS, LLC.**

**EXHIBIT A  
SAVE RFP**



6000 South 7<sup>th</sup> Street  
Phoenix, Arizona 85042  
(602) 243-4800

Dr. Jeanne Koba  
Interim Superintendent

December 18, 2015

Congratulations!

The Governing Board approved this award for SAVE RFP #16-07-21 for Technology, Computer and Network Services at the December 15, 2015 Board meeting.

The following companies were approved for award of this SAVE RFP:

- 22<sup>nd</sup> Century Technologies, Inc.
- Hye Tech Network & Security Solutions, LLC
- ManCom Inc.
- Visp Group, LLC

The first term of the contract would be valid through June 30, 2016. If all conditions are met during the first contract term, this contract can be extended for up to an additional four terms – the final term would expire November 30, 2020.

You are cautioned not to commence any billable work or to provide services under this contract until you receive a purchase order; all correspondence in the future should reference the proposal title and number (Technology, Computer and Network Services SAVE RFP 16-07-21).

As you indicated the resulting contract would be available for use by the SAVE Cooperative, please share this award letter, the Offer and Acceptance form and the Proposal Cost form when advertising the contract.

I appreciate your support of the Roosevelt School District and other SAVE districts and look forward to working with your company.

Sincerely,

A handwritten signature in cursive script that reads 'Treena Bradley'.

Treena Bradley, Purchasing Agent  
602-243-2621 phone  
602-243-4891 fax  
[treena.bradley@rsd.k12.az.us](mailto:treena.bradley@rsd.k12.az.us)

### 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.:

Federal Employer Identification No. 59-3796022

Tax Rate: 8.3 %

Hye Tech Network & Security Solutions, LLC  
Company Name

4802 E. Ray Road Suite 23-414  
Address

Phoenix, Arizona 85044  
City State Zip

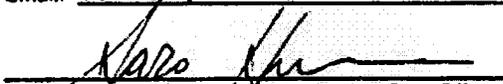
For clarification of this offer, contact:

Name: Saro Hayan

Phone: 520-488-9970

Fax: 480-247-4501

EMail: saro@hyetechnetworks.com

  
Signature of Person Authorized to Sign Offer

Saro Hayan  
Printed Name

CTO/Founder  
Title

#### CERTIFICATION

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

1. The submission of the Proposal 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.
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 Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, 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. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. 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.
8. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

#### ACCEPTANCE OF OFFER

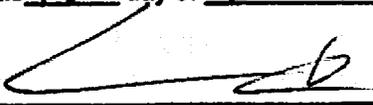
When countersigned below, the offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. SAVE RFP #16-07-21

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

Awarded this 15 day of December 20 15

  
AUTHORIZED DISTRICT REPRESENTATIVE SIGNATURE

### PROPOSAL COST FORM

Provide a fee structure for the services and materials provided under this contract. Identify all expenses that will be the responsibility of the District. Use additional pages as needed.

Services Rates:	Regular Business Hours	Overtime	Sunday and Holiday
Project Manager	110.00	110.00	125.00
Project Technician	65.00	65.00	75.00
Technical Specialist	75.00	75.00	90.00
Network Consultant	150.00	150.00	200.00
Senior Systems Engineer	150.00	150.00	200.00
Travel/Drive Rate - per hour/per person	0.00	0.00	0.00

	Indicate if using State Rates - Yes or No	Rates to be applied, other than State Rates
Mileage	Yes	N/A
M&IE (Meals and Incidental Expenses)	Yes	N/A
Lodging	Yes	N/A

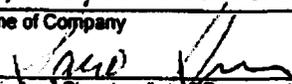
I/We, the undersigned, propose to provide the service necessary for the specifications/scope of work. (Please include additional pages as needed. Note company name on each attached sheet.) I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the Districts rules, regulations and policies

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

Will you allow payment of invoices using the Procurement Card?  Yes  No  
 Discount for payment within 72 hours using the Procurement Card?  Not Applicable

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

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

Hye Tech Network & Security Solutions, LLC  
 Name of Company  
  
 Authorized Signature/Local Representative  
Saro Hayan  
 Type Name and Position Held with Company

11/15/2015  
 Date Signed  
520-488-9970  
 Telephone/Fax Number  
saro@hyetechnetworks.com  
 E-Mail Address

# **ROOSEVELT SCHOOL DISTRICT, #66**

**www.rsd.k12.az.us**

## **REQUEST FOR PROPOSAL**

**Material and/or Service: SAVE RFP #16-07-21 for Technology, Computer and Network Services**

**Date Issued: Thursday, October 22, 2015**

**Proposal DUE DATE: Monday, November 16, 2015 Time: 1:30 P.M. MST**

**Opening Location: District Office Board Room  
Roosevelt School District # 66  
6000 South Seventh Street  
Phoenix, AZ 85042**

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposals for the material or services specified will be received by the **Roosevelt School District** at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office, please call 602-243-4800.**

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

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

This solicitation is being done by the Cartwright School District as a member of the Greater Phoenix Purchasing Consortium of Schools "GPPCS" and Strategic Alliance of Volume Expenditures "SAVE". While this RFP is for the Roosevelt School District, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Members of "GPPCS" and "SAVE," groups of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible School Districts/public entities, recognizing potential equipment, logistical and capacity limitations by offeror may limit "piggybacking" of this award. Individual school district/public entities would negotiate service with successful offerors using the proposal pricing specified herein. No volume is implied or guaranteed.

### **Direct questions in writing**

**(no later than Wednesday, November 4, 2015) to: Treena Bradley [treena.bradley@rsd.k12.az.us](mailto:treena.bradley@rsd.k12.az.us)  
Responses to inquiries received by deadline will be provided no later than Thursday, November 5, 2015.**

**DELIVER OR MAIL ALL RFP'S TO:** Roosevelt School District No. 66  
Purchasing Department  
6000 South 7<sup>th</sup> Street  
Phoenix, AZ 85042  
ATTN: SAVE RFP #16-07-21

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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://www.azsos.gov/public\\_services/Title\\_07/7-02.htm](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://www.irs.gov/pub/irs-pdf/fw9.pdf>

## COOPERATIVE PURCHASING

This solicitation is being done by the Roosevelt School District as a member of the Greater Phoenix Purchasing Consortium of Schools (GPPCS) and Strategic Alliance of Volume Expenditures (SAVE), acting as lead district. Any contract resulting from this solicitation shall be for the use of the consortiums' members. In order to participate in any resultant contract, an entity must have entered into a cooperative purchasing agreement with the consortium as required by School District Procurement Rule A.A.C. R7-2-1191. No volume is implied or guaranteed.

Below are lists of current member districts in the consortiums who potentially may wish to utilize this contract. Other entities may be added during the term of the contract by GPPCS or SAVE with the approval of the lead district and the contract offeror. The estimated volume of purchases by other entities within GPPCS and SAVE has been taken into consideration by the lead district; entities that are not members of the GPPCS and/or SAVE consortiums are prohibited from using the contract.

### Greater Phoenix Purchasing Consortium of Schools

#### Current School District Members

1. Agua Fria Union High School District No. #216
2. Alhambra Elementary School District #68
3. Apache Junction Unified School District #43
4. Avondale Elementary School District #44
5. Balsz Elementary School District #31
6. Buckeye Elementary School District #33
7. Buckeye Union High School District #201
8. Cartwright Elementary School District #83
9. Casa Grande Elementary School District #4
10. Casa Grande Union High School District #82
11. Cave Creek Unified School District #93
12. Chandler Unified School District #80
13. Coolidge Unified School District #21
14. Creighton Elementary School District #14
15. Deer Valley Unified School District #97
16. Dysart Unified School District #89
17. East Valley Institute of Technology
18. Florence Unified School District #1
19. Fountain Hills Unified School District #98
20. Fowler Elementary School District #45
21. Gilbert Unified School District #41
22. Glendale Elementary School District #40
23. Glendale Union High School District #205
24. Higley Unified School District #60
25. Isaac Elementary School District #5
26. J.O. Combs Unified School District #44
27. Kyrene Elementary School District #28
28. Laveen Elementary School District #59
29. Liberty Elementary School District #25
30. Litchfield Elementary School District #79
31. Littleton Elementary School District #65
32. Madison Elementary School District
33. Maricopa County Regional School District #509
34. Maricopa Unified School District #20
35. Mesa Unified School District #4
36. Murphy Elementary School District #21
37. Nadaburg School District #81
38. Osborn Elementary School District #8
39. Palo Verde Elementary School District #49
40. Paradise Valley Unified School District #69
41. Pendergast Elementary School District #92
42. Peoria Unified School District
43. Phoenix Elementary School District #1
44. Phoenix Union High School District #210
45. Queen Creek Unified School District #95
46. Riverside Elementary School District #2
47. Roosevelt Elementary School District #66
48. Saddle Mountain Unified School District #48
49. Scottsdale Unified School District #48
50. Stanfield Elementary School District #24
51. Tempe Elementary School District #3
52. Tempe Union High School District #213
53. Tolleson Elementary School District #17
54. Tolleson Union High School District #214
55. Union Elementary School District #62
56. Washington Elementary School District #6
57. West-MEC District #402
58. Wickenburg Unified School District #9
59. Wilson Elementary School District #7

#### Charter School Members

60. Horizon Community Learning Center

**Strategic Alliance for Volume Expenditures  
S.A.V.E. --- Cooperative Purchasing Agreements**

The following 281 agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as of November 13, 2014.

**Municipalities**

City of Apache Junction	City of Peoria	Town of Camp Verde
City of Avondale	City of Phoenix	Town of Cave Creek
City of Benson	City of Prescott	Town of Chino Valley
City of Bullhead City	City of Safford	Town of Florence
City of Casa Grande	City of Scottsdale	Town of Fountain Hills
City of Chandler	City of Sedona	Town of Gila Bend
City of Cottonwood	City of Sierra Vista	Town of Gilbert
City of Douglas	City of Somerton	Town of Marana
City of El Mirage	City of Surprise	Town of Miami
City of Eloy	City of Tempe	Town of Oro Valley
City of Flagstaff	City of Tolleson	Town of Paradise Valley
City of Glendale	City of Tucson	Town of Prescott Valley
City of Goodyear	City of Willcox	Town of Queen Creek
City of Maricopa	City of Winslow	Town of Sahuarita
City of Mesa	City of Yuma	Town of Superior
City of Nogales	Lake Havasu City	Town of Wickenburg
City of Page	Town of Buckeye	

**Counties**

Apache County	La Paz County	Pinal County
Cochise County	Maricopa County	Santa Cruz County
Coconino County	Mohave County	Yavapai County
Gila County	Navajo County	Yuma County
Graham County	Pima County	

**Higher Education**

Arizona State University	Maricopa Community College District
Arizona Western College	Mohave Community College
Central Arizona College	Northern Arizona University
Central Arizona Valley Institute of Technology (CAVIT)	Pima Association of Governments (PAG)
Cobre Valley Institute of Technology (CVIT)	Pima Community College
Cochise County Community College District	Pima Prevention Partnership dba Pima Partnership Academy, Pima Partnership High School & Phoenix Collegiate High School
Coconino County Community College District	Regional Transportation Authority (RTA)
Diné College	University of Arizona
East Valley Institute of Technology (EVIT)	Western Arizona Vocational Educ (W.A.V.E.), a Joint Technology Education District
Gila Institute for Technology, a Joint Technology Education District (JTED)	Yavapai College
Graham County Community College District	

**Political Agencies**

Arizona Supreme Court	Superior Court of Arizona, Maricopa County
Central Arizona Project	Tucson Airport Authority
Housing Authority of Maricopa County	Valley Metro Regional Public Transit Authority
Maricopa Association of Governments	Phoenix-Mesa Gateway Airport Authority
Maricopa Integrated Health System	

**Misc. Agencies**

Central Arizona Water Conservation District (CAWCD)	Horizon Community Learning Center / Horizon Charter School
Central Yavapai Fire District	Mary C. O'Brien ASD
Drexel Heights Fire District	Mountain Institute JTED

Mt. Lemmon Fire District  
North Country Community Health Center  
Northeast AZ Tech Institute of Voc Ed  
Northwest Fire District  
Pima County Joint Technology District #11 (JTED)  
Pima County School Reserve Fund

Shonto Preparatory Schools  
Superstition Mtn Community Facilities District  
Sun City Fire District  
Sun City West Fire District  
Western Arizona Vocational Education #50

**School Districts**

Agua Fria Union High School District # 216  
Alhambra Elementary School District # 68  
Altar Valley School District #51  
Amphitheater Unified School District #10  
Antelope Union High School #50  
Apache Junction Unified School District # 43  
Arlington Elementary School District #47  
Ash Fork Joint Unified School District  
Avondale Elementary School District #44  
Bagdad Unified School District #20  
Balsz Elementary School District #31  
Beaver Creek School District #26  
Benson Unified School District #9  
Bisbee Unified School District #2  
Blue Ridge Unified School District #32  
Bonita School District #6  
Bouse Elementary School District  
Buckeye Elementary School District #33  
Buckeye Union High School District #201  
Bullhead City Elementary School District #15  
Camp Verde Unified School District #28  
Cartwright Elementary School District #83  
Casa Blanca Middle School dba Vah Ki Middle School  
Casa Grande Elementary School District  
Casa Grande Union High School District  
Catalina Foothills Unified School District #16  
Cave Creek Unified School District #93  
Cedar Unified School District #25  
Chandler Unified School District # 80  
Chinle Unified School District #24  
Chino Valley Unified School District #51  
Clarkdale-Jerome School District #3  
Coconino County Regional Accommodation District  
#99  
Colorado River Union High School District  
Concho Elementary School District #6  
Continental Elementary School District #39  
Coolidge Unified School District #21  
Cottonwood-Oak Creek School District #6  
Crane Elementary School District # 13  
Creighton School District #14  
Deer Valley Unified School District #97  
Double Adobe Elementary School District #45  
Douglas Unified School District #27  
Dysart Unified School District # 89  
Eloy Elementary School District #11  
Elfrida Elementary School District #12  
Flagstaff Unified School District # 1  
Florence Unified School District # 1

Flowing Wells Unified School District #8  
Fort Huachuca Accommodation School District  
Fort Thomas Unified School District #7  
Fountain Hills Unified School District #98  
Fowler Elementary School District #45  
Gadsden Elementary School District # 32  
Ganado Unified School District #20  
Gila Bend Unified Schools  
Gilbert Unified School District #41  
Glendale Elementary School District #40  
Glendale Union High School District  
Globe Unified School District #1  
Grand Canyon Unified School District #4  
Hackberry Elementary School District #3  
Heber-Overgaard Unified School District #6  
Higley Unified School District #60  
Holbrook Unified School District #3  
Humboldt Unified School District #22  
Hyder Elementary School District #6  
Indian Oasis-Baboquivari School District #40  
Isaac Elementary School District # 5  
J.O. Combs Elementary School District #44  
Joseph City Unified School District #2  
Kayenta Unified School District #27  
Kingman Unified School District #20  
Kyrene Elementary School District #28  
Lake Havasu Unified School District # 1  
Laveen Elementary School District #59  
Liberty Elementary School District #25  
Litchfield Elementary School District #79  
Littlefield Unified School District #9  
Littleton Elementary School District #65  
Madison Elementary School District #38  
Maine Consolidated School District  
Mammoth-San Manuel Unified School District #8  
Marana Unified School District #6  
Maricopa Regional School District #509  
Maricopa Unified School District  
Mayer Unified School District #43  
Mesa Unified School District # 4  
Mobile Elementary School District #86  
Mohave Valley Elementary School District #16  
Mohawk Valley School District # 17  
Morenci Unified School District #18  
Murphy Elementary School District #21  
Naco Unified School District #9  
Nadaburg Elementary District #81  
Nogales Unified School District # 1  
Osborn Elementary School District #8

Page Unified School District #8  
Palominas Elementary School District #49  
Palo Verde Elementary School District #49  
Paradise Valley Unified School District #69  
Parker Unified School District #27  
Patagonia Elementary School District #6  
Patagonia Union High School District #92  
Payson Unified School District #10  
Peach Springs Unified School District #8  
Pendergast School District #92  
Peoria Unified School District #11  
Phoenix Elementary School District # 1  
Phoenix Union High School District #210  
Picacho Elementary School District #33  
Pima Unified School District #6  
Pine Strawberry Elementary School District #12  
Pinon Unified School District #4  
Pomerene Elementary School District #64  
Prescott Unified School District #1  
Quartzsite Elementary School District #4  
Queen Creek Unified School District # 95  
Red Mesa Unified School District#27  
Riverside Elementary School District #2  
Roosevelt Elementary School District # 66  
Round Valley Unified School District #10  
Sacaton Elementary School District #18  
Saddle Mountain Unified School District #90  
Safford Unified School District #1  
Sahuarita Unified School District #30  
San Carlos Unified School District #20  
Sanders Unified School District #18  
San Simon Unified School District #18  
Santa Cruz Valley Unified School District #35  
Santa Cruz Valley Union High School District #840  
Scottsdale Unified School District # 48  
Sedona-Oak Creek Unified School District #9  
Sentinel Elementary School District #71  
Show Low Unified School District #10  
Sierra Vista Unified School District # 68  
Snowflake Unified School District #5  
Somerton Elementary School District #11  
Stanfield Elementary School District #24  
St. David Unified School District #21  
St. Johns Unified School District  
Sunnyside Unified School District #12  
Superior Unified School District #15  
Tanque Verde Unified School District #13  
Tempe Elementary School District # 3  
Tempe Union High School District # 213  
Thatcher Unified Schools  
Toltec Elementary School District #22  
Tolleson Elementary School District #17  
Tolleson Union High School District # 214  
Tombstone Unified School District #1  
Tuba City Unified School District #15  
Tucson Unified School District  
Union Elementary School District #62  
Vail Unified School District #20  
Valley Union High School District #22  
Washington Elementary School District # 6  
Wellton Elementary School District #24  
West-MEC District #402  
Whiteriver Unified School District #20  
Wickenburg Unified School District #9  
Willcox Unified School District  
Williams Unified School District #2  
Wilson Elementary School District #7  
Window Rock Unified School District #8  
Winslow Unified School District #1  
Young Public School District  
Yuma Elementary School District # 1  
Yuma Union High School District # 70

**SURVEY INFORMATION**

While all members of SAVE and GPPCS are eligible to use these contracts, the following districts have specifically expressed an interest in using these contracts via survey conducted electronically by the lead district. The annual estimated expenditure for each district is listed for the convenience of the offerors.

<b>DISTRICT</b>	<b>ESTIMATED ANNUAL USAGE</b>
Apache Junction Unified School District	\$ 75,000.00
Cartwright School District	\$ 25,000.00
Creighton Elementary School District	as needed
Gilbert Public Schools	\$ 100,000.00
Paradise Valley Unified School District	\$ 50,000.00
Pendergast School District	\$ 100,000.00
Peoria Unified School District	\$ 20,000.00
Roosevelt School District	\$ 350,000.00
Tolleson Union High School District	\$ 50,000.00
Tucson Unified School District	\$ 500,000.00
<b>Total</b>	<b>\$ 1,270,000.00</b>

## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Definition of Terms

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

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

### 2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire 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 inquires.
- F. **Solicitation Amendments/Addenda.** The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. **Offer Preparation**

- A. **Forms: No Facsimile 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 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 shall result in rejection of the Offer.
- H. **Federal Excise Tax.** School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

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- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer.
- K. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
  - 1. Special Terms and Conditions;
  - 2. Uniform General Terms and Conditions;
  - 3. Statement or Scope of Work;
  - 4. Specifications;
  - 5. Attachments;
  - 6. Exhibits;
  - 7. Special Instructions to Offerors; and
  - 8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

**4. Submission of Offer**

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

**5. Evaluation**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District/public entity when determining the lowest bid or 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

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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.
- 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/public entity reserves the right to:
  - 1. Waive any minor informality;
  - 2. Reject any and all Offers or portions thereof; or
  - 3. Cancel a Solicitation.

**6. Award**

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

**7. Protests**

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

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

## UNIFORM GENERAL TERMS AND CONDITIONS

### 1. Definition of Terms

As used in this Solicitation and any resulting Contract, 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 by the school district/public entity to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. **"Solicitation"** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. **"Solicitation Amendment (or Addendum)"** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **"School District/Public Entity"** means the School District or public entity that executes the Contract.

### 2. Contract Interpretation

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

- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parole 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.

**3. 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 ARS § 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/public entity and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/public entity 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/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

**4. Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/public entity within thirty (30) days. *The Purchase Order number must be referenced on the invoice.*
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.

- C. Applicable Taxes.
1. Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
  2. State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the 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/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.
- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/public entity 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/public entity will make reasonable efforts to secure such funds.

5. **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 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/public entity shall not unreasonably withhold approval.

6. **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/public entity 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/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under 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, 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. Insurance.**

1. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this solicitation. Contractor shall provide coverage with limits of liability not less than those stated below.

The policy shall be endorsed to include the following additional insured language: "Roosevelt School District #66 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

a. **Worker's Compensation**

Worker's Compensation Insurance, as required by Arizona State Law, shall be maintained on all employees during the entire project.

b. **Public Liability and Property Damage**

Coverage shall be maintained to include, but not be limited to, direct operations, sublet work, contractual liability, completed operations and the broad form endorsement with limits not less than those stated below:

- i. Bodily/Personal Injury Liability: \$2,000,000 per occurrence;
- ii. Property Damage Liability: \$2,000,000 per occurrence; or
- iii. Bodily Injury and Property Damage: \$2,000,000 combined single limit;
- iv. Maximum Deductible: \$2,000

c. **Comprehensive Automotive Liability**

Coverage to include, but not be limited to, owned vehicles, non-owned vehicles and hired vehicles with limits not less than those stated below.

- i. Bodily Injury Liability: \$2,000,000 each person and \$1,000,000 each occurrence;
- ii. Property Damage Liability: \$2,000,000 each occurrence; or
- iii. Bodily Injury and Property Damage: \$2,000,000 combined single limit;
- iv. Maximum Deductible: \$2,000

- F. **Safety.** Contractor, 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 Contractor, its employees, its subcontractors, and/or other persons present. Contractor 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.

- G. **Third Party Antitrust Violations.** The Contractor assigns to the School District/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

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

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

- A. **Right to Assurance.** If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under 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/public entity's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.
- B. **Stop Work Order.**
1. The School District/public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by 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/public entity 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/public entity may terminate the Contract

for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- E. Right of Offset. The School District/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/public entity or damages assessed by the School District/public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. **Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/public entity 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/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to 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/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/public entity may, by written notice to the Contractor, immediately terminate 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/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
  2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity on demand.
  3. The School District/public entity may, upon termination of 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/public entity for any excess costs incurred by the School District/public entity in procuring materials or services in substitution for those due from the Contractor.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted thereunder.

11. **Gift Policy**

Member of the Greater Phoenix Purchasing Consortium of Schools (GPPCS) and Strategic Alliance of Volume Expenditures (SAVE) will accept no gifts, gratuities or advertising products from Offerors. Members of the GPPCS and SAVE may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

12. **Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with ARS subsection 41-4401, ARS subsection 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.

13. **Licenses**

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.

14. **Fingerprint & Background Checks**

Each individual contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1 in accordance with ARS 15-512. An exception to this requirement may be made as authorized in Governing Board policy for those persons who, as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils as identified by the District. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

15. **Registered Sex Offender Restriction**

Pursuant to any order resulting from this solicitation, the named vendor agrees by acceptance of that 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 that 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.

16. **Cooperative Purchasing**

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Greater Phoenix Purchasing Consortium of Schools (GPPCS) and Strategic Alliance of Volume Expenditures (SAVE) are groups of schools/public entities who have signed such cooperative purchase agreements to obtain economies of scale. This Solicitation is being issued by a selected eligible School District for the benefit of all eligible School Districts/public entities.

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

17. **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.

18. **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.

19. **Terrorism Country Divestments**

Per A.R.S. 35-392, the District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

20. **Affordable Care Act**

Offeror understands and agrees that is shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

21. **Clarifications**

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

22. **Confidential/ Proprietary Information**

Confidential information request: If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District/Public Entity of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Offeror in writing of such determination.

Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this section.

Public record: All Proposals submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official at the Roosevelt School District by appointment.

## SPECIAL TERMS AND CONDITIONS

### 1. **Background/Purpose**

The purpose of this RFP is to contract with qualified technical personnel/companies to serve on an as-needed, contact basis to assist the Roosevelt School District and/or members of the GPPCS and SAVE cooperatives with various technology-related tasks.

### 2. **Terms of Award**

It is the intent of the District to award a contract during December 2015 which would be valid through June 30, 2016. If all conditions are met during the first contract term, this contract can be extended for up to an additional four terms – the final term would expire November 30, 2020, at the fifth anniversary of the contract award. Any contract awarded under this proposal will be conditioned upon the availability of funds.

### 3. **Multiple Award**

The District reserves the right to make a multiple award to more than one supplier. The award will be limited to the least number of providers that the District determines is necessary to meet the needs of the District and the GPPCS and SAVE Cooperatives.

### 4. **Award Basis**

The successful offeror will be determined by Evaluation Criteria including but not limited to pricing, or other incentives offered. Awards will not be made based on price alone.

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

Any deviation from the general terms and conditions or exceptions taken shall be described fully on the Deviations and Exceptions Form as part of the offeror's formal proposal. For the absence of any statements of deviation or exception, the proposal shall be accepted as in strict compliance with all terms and conditions.

If a contractor receives a proposal award, an order is placed and contractor is unable to meet the service requirements that meets the District's needs as outlined in this Request for Proposal, or is unable to hold proposal price, or fails to provide service within a reasonable period of time, AND/OR fails to provide service complying with proposal specifications, as determined by the District, the District reserves the right to go to the next lowest proposal price of equal quality which meets proposal specifications.

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

### 5. **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 services from other sources.

### 6. **Evaluation**

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

Evaluation criteria are listed below in their relative order of importance:

- A. 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 fees submitted.
- B. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.
- C. Qualifications of the Offeror to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
- D. District's assessment of the Offeror's abilities to meet and satisfy the needs of the District, taking into consideration additional services, or expertise offered, that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.

**7. Best and Final Offers**

If discussions are conducted pursuant to R7-2-1047, the District may issue a written request for best and final offers. If Offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer.

**8. 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.

**9. Vendor Registration**

All Offerors are required to be a registered vendor before a contract can be awarded to the offeror. Offerors may obtain an updated version of our vendor registration form on our district website at [www.rsd.k12.az.us](http://www.rsd.k12.az.us) under bidding opportunities.

**10. Price Clause**

Percent Discount and Hourly Rates shall be firm for the term of this contract. After initial contract term and prior to any contract renewal, the Roosevelt 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 items concerned. The offeror shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the Roosevelt School District.

**11. Billing**

All billing notices must be sent to each District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Roosevelt School District or a member of the GPPCS or SAVE will refer to the RFP number of this solicitation.

**12. Insurance**

The District requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The District will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) must at that time submit an original copy of the attached certificate of insurance for coverage in the minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

**13. Fingerprint Requirements**

The District anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. Each school district opting to utilize a resulting contract of this RFP through the GPPCS and SAVE cooperatives must determine whether a contractor must comply with or is exempted from the fingerprint requirements as defined in statute and policy.

In accordance with A.R.S. 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with A.R.S. subsection 41-4401, A.R.S. subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

**14. Tentative Timeline**

Issuance of RFP	10/22/2015
Inquiry Due Date	11/04/2015
Issuance of Addendum (if necessary)	11/05/2015
Proposal Due Date	11/13/2015
Recommended for Board Approval	12/1/2015

## **SPECIFICATIONS/SCOPE OF WORK**

The Roosevelt School District is seeking proposals from qualified technical personnel/companies to serve on an as-needed, contract basis to assist the District and/or members of the GPPCS and SAVE cooperatives (see pages 3-7) with the following technology-related tasks:

- Testing, Troubleshooting and Repairing
- Programming and Design
- Training and Support
- Installation of structured cabling systems and fiber optic
- Security of district's data and information systems
- Assessment and implementation of best practices regarding network security and the IT operational environment
- Basic maintenance support for e-rate eligible services and items

While the technology infrastructures of members of the GPPCS and SAVE cooperatives vary, and a multiple award based on the varied needs may be justified pending the results of an evaluation, the following information is provided to describe in part the needs of the lead district. The Roosevelt School District's infrastructure currently consists of and service providers will be requested to support:

- UPS
- Linux
- Windows Operating System
- Macintosh
- VMW
- Cisco
- Nortel
- Ruckus
- 3Com Network Gear
- VOIP System
- Associated hardware and software

**Provide the following information in your proposal as the detail on the Scope of Work.**

1. Describe the service(s) offered under this contract.
2. Statement of Qualifications – Tell the District what qualifies your firm to provide the requested services. Back up your statement with the following:
  - a. the names, resumes, copies of certification, details of any technical training, or specialized education and areas of expertise of key individuals who would be assigned under this contract (inclusion of this information would not preclude the assignment of other qualified individuals under a resulting contract, but it should be indicative of the firm's available talent);
  - b. a summary of the firm's/individual's experience with relevant projects;
  - c. a summary of professional or staff training programs of the firm.
3. Describe warranty information as it pertains to services and materials used.

### PROPOSAL COST FORM

Provide a fee structure for the services and materials provided under this contract. Identify all expenses that will be the responsibility of the District. Use additional pages as needed.

Services Rates:	Regular Business Hours	Overtime	Sunday and Holiday
Project Manager			
Project Technician			
Technical Specialist			
Network Consultant			
Senior Systems Engineer			
Travel/Drive Rate - per hour/per person			

	Indicate if using State Rates - Yes or No	Rates to be applied, other than State Rates
Mileage		
M&IE (Meals and Incidental Expenses)		
Lodging		

I/We, the undersigned, propose to provide the service necessary for the specifications/scope of work. (Please include additional pages as needed. Note company name on each attached sheet.) I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the Districts rules, regulations and policies.

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

Will you allow payment of invoices using the Procurement Card?  Yes  No  
 Discount for payment within 72 hours using the Procurement Card? \_\_\_\_\_

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

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

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Signature/Local Representative

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
Type Name and Position Held with Company

\_\_\_\_\_  
E-Mail Address

## PROPOSAL REQUIREMENTS

Four (4) sets (to include 1 original and 3 copies) of your proposal must be submitted. The Roosevelt School District will not assume responsibility for any costs related to the preparation or submission of the proposal. **PLEASE NOTE:** In an effort to help the District manage its filing/storage facilities, submit only necessary and pertinent materials and documentation. In order for your proposal to be considered, the following should be included and should be referenced with index tabs:

- Tab 1. Table of Contents: The table of contents must contain a clear and complete identification of materials submitted by section and page number.
- Tab 2. Offeror shall provide the Detail requested in the Scope of Work (page 22).
- Tab 3. Proposal Cost Form (pg. 23). – *original signature required on original copy*
- Tab 4. Offer and Acceptance Form (pg. 25) – *original signature required on original copy*
- Tab 5. Provide at least 3 references with contact person's name, title, phone number and e-mail address in the Questionnaire form provided (pg. 26).
- Tab 6. District Forms:
- Deviations/Exceptions (pg. 27)
  - Notarized Non-Collusion Affidavit (pg. 28) – *original signature and notary required on original copy*
  - Signed I.R.S. W-9 Form, Request for Taxpayer I.D. Number (pg. 29). I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

### 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: \_\_\_\_\_ %

E-Mail: \_\_\_\_\_

\_\_\_\_\_

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 Proposal 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.
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 Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, 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. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. 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.
8. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

#### ACCEPTANCE OF OFFER

When countersigned below, the offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. SAVE RFP #16-07-21

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

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED DISTRICT REPRESENTATIVE SIGNATURE

**QUESTIONNAIRE/REFERENCES**  
(This Form Must Be Submitted With Proposal)

**BACKGROUND**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone                      Facsimile                      Website

\_\_\_\_\_  
Year Established    Year Established in Arizona

**REFERENCES**

- Provide a list of at least three current (local preferred) references that your firm has serviced. They should be of a similar nature and size in regard to proposed program design and format:

\_\_\_\_\_  
Reference 1: Company    Contact

\_\_\_\_\_  
Telephone    E-Mail

\_\_\_\_\_  
Dates of Service

\_\_\_\_\_  
Reference 2: Company    Contact

\_\_\_\_\_  
Telephone    E-Mail

\_\_\_\_\_  
Dates of Service

\_\_\_\_\_  
Reference 3: Company    Contact

\_\_\_\_\_  
Telephone    E-Mail

\_\_\_\_\_  
Dates of Service

## **DEVIATIONS / EXCEPTIONS**

List any deviation or exception for any item listed under this solicitation. The page and item number must be listed and any deviation/exception or inability of the provider to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates full compliance with the RFP.

**ROOSEVELT SCHOOL DISTRICT # 66  
DEPARTMENT OF PURCHASING  
6000 South Seventh Street,  
Phoenix, AZ 85042  
602-243-2621**



Vendor must provide a completed and signed W-9 form with their proposal. The complete form can be found here: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Form <b>W-9</b> (Rev. August 2013) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
Last 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 the "Name" line 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.

<b>Social security number</b>												
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> </tr> </table>							-	-	-	-	-	-
-	-	-	-	-	-							
<b>Employer identification number</b>												
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> </tr> </table>							-	-	-	-	-	-
-	-	-	-	-	-							

**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), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. The IRS has created a page on [www.irs.gov](http://www.irs.gov) for information about Form W-9, at [www.irs.gov/fw9](http://www.irs.gov/fw9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

**NO BID/OFFER REPLY FORM**

REQUEST FOR PROPOSALS: **SAVE RFP #16-07-21**

SUBJECT MATTER: **Technology, Computer and Network Services**

OPENING DATE AND TIME: **Monday, November 16, 2015 at 1:30 P.M., MST**  
**6000 S. 7<sup>th</sup> Street, Phoenix, AZ 85042**

If you will not be responding, please indicate below in the appropriate area the reason for your *decision* and return **ONLY** this page to the above address.

- Do not carry this type of product/service.
- Because of staff availability or current business conditions, an offer will not be sent.
- Can not meet the product/service specifications as described in the bid specification due to:  
\_\_\_\_\_  
\_\_\_\_\_
- Can not meet requirements of the bid terms and conditions because:  
\_\_\_\_\_  
\_\_\_\_\_
- Retain our company on the mailing list for future bids.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_