



**CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT #16**

2101 E. RIVER ROAD, TUCSON, AZ 85718  
(520) 209-7500 (520) 209-7570 FAX WWW.CFSD16.ORG

**NOTICE OF REQUEST FOR PROPOSAL**

Solicitation ID: **RFP # 18-01-23 - COMMUNITY SCHOOLS SOFTWARE**

Solicitation DUE DATE/TIME: **WEDNESDAY, SEPTEMBER 6, 2017 @ 2:00 P.M. Local Time**

Opening Location: **Catalina Foothills Unified School District #16  
2101 East River Road  
Tucson, AZ 85718**

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, competitive sealed proposals for the material or services specified will be received by the **Catalina Foothills Unified School District No. 16**, 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 proposals 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 520-209-7500.

Unless the District elects to allow or require electronic submissions, proposals must be sealed and may be presented in person or mailed (no faxed copy will be accepted) at the address listed in this solicitation. Proposals will be time stamped when received. Proposals received after the stated opening time will not be considered and will be returned to the offeror. The offeror assumes the risk of delay in the mail or in the handling of the mail. Whether sent by mail or by means of personal delivery, the offeror assumes the responsibility for having his proposal deposited on time at the place specified. Offers must be marked on the outside of the envelope with the RFP number, title and the submitting company's name. **The District is not responsible for the pre-opening of, post-opening of, or failure to open a solicitation not properly addressed or identified.**

All proposals must be completed in ink or typewritten unless the District elects to allow or require electronic submissions.

**Additional instructions for preparing a Proposal are provided herein.** Offeror's are strongly encouraged to review the enclosed proposal requirements and specifications as the District reserves the right to accept or reject any or all proposals, waive irregularities and accept any proposal deemed to be in the best interest of the District. The submission of a proposal will indicate that the offeror understands the requirements and specifications and that they can supply the materials, services or construction and meet the required delivery time line as specified.

Full Proposal documents may be found online at: [www.cfsd16.org](http://www.cfsd16.org). To access, select: Administrative; then Financial Services, then click on appropriate proposal number OR on [www.azpurchasing.org](http://www.azpurchasing.org).

Questions regarding this solicitation should be in writing and directed to: Debra Merigold, Procurement Specialist at [dmerigold@cfsd16.org](mailto:dmerigold@cfsd16.org).

Authorization: Signature on file August 24, 2017  
Angelie Hawley, Director of Finance Date

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**DOCUMENTS REFERENCED:**

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

Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.gov/ArizonaRevisedStatutes.asp?Title=15>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at:  
[https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14\\_0.pdf](https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf)

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

## DEFINITION OF TERMS

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; 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.
- 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 File”** means the official procurement records of the School District.
- K. **“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.
- L. **“Responsible Offeror”** means a person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.
- M. **“Responsive Offeror”** means the offeror who submits a bid that conforms in all material respects to this Invitation for Bid, Instruction to offeror and the Plans and Specifications which are incorporated herein by this reference.
- N. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- O. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- P. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- Q. **“School District”** means the Catalina Foothills Unified School District (CFUSD) that executes the contract.

## UNIFORM INSTRUCTIONS TO OFFERORS

### **1. Inquiries**

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time, or as otherwise stated in the solicitation. 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 inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### **2. Offer Preparation**

- A. Forms: No Facsimile or Electronic 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, electronic or mailgram offer **shall be rejected**.

- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
  - 1. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Employer 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 Cost Form.
- J. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror

must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
  - 1. Addenda/Amendments;
  - 2. Special Terms and Conditions;
  - 3. Uniform General Terms and Conditions;
  - 4. Scope of Work/Specifications;
  - 5. Attachments/Exhibits;
  - 6. Special Instructions to Offerors; and
  - 7. 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).
- N. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

### **3. Submission of Offer**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. 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. Sealed Envelope or Package.
- D. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The school district shall not unreasonably withhold approval.
- E. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be

disclosed. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this section. The School District shall make a determination on whether the stamped information is confidential pursuant to the Arizona School District's Procurement Code A.A.C. R7-2-1006.

F. Non-Collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

1. They did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of their Offer; and
2. They do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that they comply with all applicable federal, state, and local laws and executive orders regarding employment.

**4. Additional Proposal Information**

A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. Taxes. All applicable taxes in the Offer will be considered by the School District when evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

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 numbers 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, if deemed advantageous to the School District, the School District reserves the right to:

1. Waive any minor informality;
2. Reject any and all offers or portions thereof; or
3. Cancel a solicitation.

5. **Award**

- A. **Number or Types of Awards.** Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District'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 an authorized District Representative of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. **Effective Date.** The effective date of this Contract shall be the date that the authorized District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. **Final acceptance.** The final acceptance will be contingent upon the approval of the Governing Board as required by board policy.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the **District Representative, Sandra N. Thompson, Controller**. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation shall be filed before the due date and time for responses to the solicitation. In all other cases, the interested party shall file a protest within 10 days after the District makes the procurement file available for public inspection. Written requests for an extension of time to file a protest for good cause may be submitted to the District Representative within the time for filing a protest in accordance with A.A.C. R7-2-1143(C). A protest shall include:

- A. The name, addresses, and telephone number of the interested party;
- B. The signature of the interested party or the interested party's 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.



## **GENERAL TERMS AND CONDITIONS**

All Contracts awarded by District are subject to the following terms and conditions. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in this General Terms and Conditions of Contract. Provisions of this General Terms and Conditions of Contract may be superseded by the Special Requirements of Solicitation, if any, of this Solicitation.

### **1. Contract Interpretation**

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. 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.
- E. 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.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### **2. Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-9, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

**3. Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
  - 1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract/Purchase Order.
  - 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction

privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.

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

#### **4. Contract Changes**

A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the authorized District Representative.

#### **5. Risk and Liability**

A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. General Indemnification. Any contract entered by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Catalina Foothills Unified School District and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific

intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the District."

- C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
  
- D. Force Majeure.
  - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  
  - 2. Force Majeure shall not include the following occurrences:
    - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
    - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
    - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
  
  - 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
  
  - 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

**6. Insurance and Safety**

A. Insurance

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

Catalina Foothills Unified School District shall be named as an additional insured party in the Certificate of Insurance that includes the following:

- Successful Offeror will be required to provide proof of and maintain Comprehensive General liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage.
- Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.
- Successful Offeror will be required to provide proof of and maintain Professional Liability Miscellaneous Errors & Omissions Insurance Policy with a limit of not less than \$1,000,000 per occurrence.
- Successful Offeror will be required to provide proof of and maintain Physical Abuse, Sexual Misconduct and Sexual Molestation Liability Coverage of \$1,000,000 per injury.

*The District reserves the right to terminate any contract if the Contractor fails to maintain such coverage.*

B. Safety

Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property from damage, loss, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state and local government job safety requirements, including the Occupational Safety Health Act.

**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 of the materials or services, they shall be:

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

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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

**9. Contract Termination**

A. Cancellation for Bankruptcy or Acquisition. District reserves the right to cancel, or suspend the use of, any Contract if Contractor files for bankruptcy protection, or is acquired by an independent third party.

B. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

C. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity

offered by the Contractor.

- D. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the school District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- F. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
  2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
  3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District re-procuring the materials or services.
- G. 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 there under.

**11. Gift Policy**

The Catalina Foothills Unified School District will accept no gifts, gratuities or advertising products from vendors. The District has adopted a zero tolerance policy concerning vendor gifts. The District may



request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

## **12. 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.

## **13. Contractor’s Employment Eligibility**

By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

## **14. Terrorism Country Divestments**

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

Per A.R.S. §§ 35-393 and 35-393.01, contractor certifies that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

## **15. Federal Immigration and Nationality Act**

By submission of the offer, the Offeror warrants that both they and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees and that they have verified employment eligibility of each employee through the E-Verify program. The District may, at its sole discretion require evidence of compliance during the evaluation process. Should the District request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

**16. Fingerprint Requirements**

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 obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. Alternately, the School District may fingerprint those persons or employees. A fingerprint check shall be made in accordance with A.R.S. 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees except those who are not likely to have direct unsupervised contact with students, as determined by the School District. All costs associated with verification and any remedies are the sole responsibility of the contractor and any proposed subcontractor.

**17. Registered Sex Offender Restriction**

Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

**18. Clarifications/Discussions**

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 response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Offer, except to the extent that correction of apparent clerical mistakes results in a revision.

**19. Confidential Information**

Confidential information request: If Offeror believes that its proposal contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

**20. Prohibition of Reprisals**

Catalina Foothills Unified School District is committed to complying with Federal requirements related to whistleblower protections.

To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of;

- A. gross mismanagement of a contract or grant;
- B. a gross waste of public funds;
- C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
- D. an abuse of authority related to the implementation or use of public funds; or
- E. a violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.

### **SPECIAL TERMS AND CONDITIONS FOR PROPOSALS**

**PURPOSE:** Pursuant to provisions of the School District Procurement Rules, the Catalina Foothills Unified School District intends to establish a contract(s) for Community School Software for the Community Schools Department.

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

**PROPOSAL MODIFICATION:** The District will not be responsible for Offerors adjusting their Proposals based on oral instructions by any member of the District staff or by contracted consultants or agents. Proposals will be modified by issuance of an addendum by the Procurement Department.

**TERM OF CONTRACT:** The term of the resultant contract shall commence on, or around, October 1, 2017 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

**CONTRACT TYPE:** Fixed Price Term.

**OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the District requires a Proposal in response to this solicitation to be valid and irrevocable for 90 days after the opening time and date.

**INQUIRIES:** All questions related to this solicitation shall be in writing. Direct inquiries to the Procurement Specialist listed on the cover of this document via mail, fax or email. Offerors shall not contact or ask questions of the school or department for which this requirement is being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Offeror shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed proposal and may not be opened until after the official solicitation due time and date. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.

**PROPOSAL OPENING:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each Offeror shall be read at this time. All Proposals and any modifications and other information received in response to the Request for Proposal shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.

**TIME STAMP:** Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified.

**RESPONSE FORMAT:** All Proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.

**AWARD:** The school district shall award a contract to the Offeror whose Proposal is determined in writing to be most advantageous to the school district based on the factors set forth in the Request for Proposal. No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous Proposal. The procurement file shall contain the basis on which the award is made.

**DISCUSSIONS:** In accordance with R7-2-1047, after the initial receipt of proposals, the District reserves the option to conduct discussions with those Offerors who submit Proposals determined by the District to be reasonably susceptible of being selected for award.

**BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1047, the District shall issue a written request for Best and Final Offers. If Offeror's 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.

**MULTIPLE AWARDS:** In order to assure that any ensuing contracts will allow the District to fulfill current and future requirements, the District reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the District. The fact that the District may make multiple awards should be taken into consideration by each potential contractor. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District. The District reserves the right to competitively bid any commodity, if deemed to be in the District's best interest.

**PRICE ADJUSTMENT:** The District may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The District shall determine whether the requested price increase or an alternate option is in the best interest of the District.

**LICENSES:** Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.

**BILLING:** All invoicing shall be submitted to the attention of: Accounts Payable, 2101 E River Road, Tucson, AZ 85718. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Catalina Foothills Unified School District will refer to the RFP number of this proposal.

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

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas: Workers' Compensation Insurance, Federal and State Unemployment Taxes, Federal and State Withholding and Reporting Requirements Unemployment Compensation Insurance, Federal, State, and Local Employment Laws.

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

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

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

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

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

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

**FINGERPRINT REQUIREMENTS:** The District anticipates that services under this contract will cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. 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.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the District suspects or finds 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: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

**REFERENCES:** Each proposing firm shall include a minimum of three (3) references for similar services provided to school districts and other public entities in Arizona, including contact names, addresses and telephone numbers.

**QUESTIONS:** All questions regarding this Proposal should be directed to the Procurement Department in writing to the Specialist listed on the cover of this solicitation document.

## **SPECIFICATIONS**

**PROPOSAL OPENING:** Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly, and recorded. All other information contained in proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. Prices will not be read. Proposals will not be subject to public inspection until after contract award.

**PRICING:**

- A. Submitted pricing must identify the cost for all equipment, supplies, and labor, including any costs for campus assessment, project management, documentation, travel, taxes, etc. All taxes, including sales taxes, must be identified separately.
- B. Submitted pricing must include all items and services identified in the Scope of Work and in the quantities specified; no partial offers will be accepted.

**CONTRACT:** This contract is expected to be awarded in October 2017. If the service acceptance date is after July 1, the contract term may be reduced to expire with the end of the fiscal year at the discretion of the District. The Parties agree that this contract may be renewed at the initiative and option of the District for up to four (4) additional years in increments of one year or less, not to exceed a total of 60 months.

**CANCELLATION:** The Catalina Foothills Unified School District reserves the right to cancel the whole or any part of this contract without cause. The District will issue a written thirty (30) day notice of such cancellation.

**DISTRICT REPRESENTATIVE:** In accordance with A.A.C. R7-2-1042(A.1) and the “Uniform Instruction To Offerors” the District Representative is Angelie Hawley, Director of Finance.

**EVALUATION:** In accordance with the School District Procurement Rules, Competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the District taking into consideration the evaluation factors set forth in the Request for Proposals. Sales tax will not be included in the competitive evaluation.

Evaluation criteria shall include:

- A. **Method of Approach to Fulfill Required Criteria Cost of Product (400 Points)**
- B. **Price of Product (250 Points)**
- C. **Implementation, Installation, Support and Training (250 Points)**

- D. **Compliance with Terms and Conditions, Scope of Work and other RFP Requirements (50)**
- E. **Experience and Reliability of the firm. (50)**

**CLARIFICATION:** 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 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.

**DISCUSSIONS:** Discussions may or may not, at the sole discretion of the District, be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements. If discussions occur pursuant to provisions of this paragraph, the District shall issue a request for best and final offers pursuant to Rule R7-2-1048 of the Arizona School District Procurement Rules.

**CONFIDENTIAL INFORMATION:** All proposals will be made available for public inspection after the award has been made; except to the extent that, pursuant to the provisions of the Arizona School District Procurement Rules, A.A.C. Rules R7-2-1001, et seq., the Offeror has designated certain information to remain confidential and the District concurs that that information should remain confidential. If an Offeror believes that data in its proposal contains trade secrets or other proprietary information, and should remain confidential and not be disclosed, a statement advising the District of this fact shall accompany the respective document or documents, and such information shall be specifically identified wherever it appears. PROPOSALS SUBMITTED REQUESTING THAT THE ENTIRE PROPOSAL BE HELD CONFIDENTIAL SHALL BE REJECTED AS NON-RESPONSIVE. The District shall not be responsible for disclosure of any confidential material that is not clearly marked as such. All confidential material shall be placed in a separate manila envelope labeled confidential.

**SINGLE AWARD:** The contract for award of Community Schools Software will be provided by a single vendor.

**QUESTIONS:** All questions must be submitted in writing to Debra Merigold via e-mail at [dmerigold@cfsd16.org](mailto:dmerigold@cfsd16.org). Questions will not be accepted after August 30, 2017. Answers to questions will be in the form of an Addendum and will be posted on AZPurchasing.org.

**REFERENCE / SURVEY:** Top portion to be completed by the company and provided to past or current clients to be used as a reference. Bottom portion completed by the past client then returned directly to Catalina Foothills USD District Representative.

**SUFFICIENT FUNDS:** The District fully anticipates that sufficient funds will be available for these services. Any contract awarded under this proposal will be conditioned upon the availability of funds.

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

After initial contract term and six (6) months prior to any contract renewal, the Catalina Foothills Unified 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 District.

**VENDOR REGISTRATION:** Prior to award of contract, the successful offeror shall have a completed Bidder Registration Form on file with the Procurement Department.

**SUBMISSION REQUIREMENTS:** Proposals MUST be submitted in binders. Binders shall be tabbed in the order stated below. Submit five (5) copies of the proposal, one marked "Original" and four marked "copy". Cost incurred in preparation of the submittal or incurred in any manner in response to the document may not be charged to the DISTRICT. Sealed proposals must be addressed to: Catalina Foothills Unified School District No. 16, Procurement Department, 2101 East River Road, Tucson, Arizona 85718, with the minimum information listed below. Electronic, Telephone or facsimile proposals are not acceptable.

- A. Introductory letter
- B. Table of content
- C. Firm's experience and qualifications in providing the requested services.
- D. Explanation of each section in the scope of work:
  - a. Class management/Staff management
  - b. Account management and Data Integration
  - c. Finance/Accounting
  - d. Technological Specifications
  - e. Marketing
  - f. Training and implementation
- E. Reference: Provide at least 3 references preferably school districts in Arizona (Use Reference Survey Provided)
- F. Pertinent Documents:
  - 1. Proposal Cost Form
  - 2. Notarized Non-collusion affidavit
  - 3. Confidential/Proprietary Submittal Form
  - 4. Deviation/Exception Form
  - 5. Vendor Registration Form
  - 6. Offer and Acceptance Form
  - 7. W-9
- G. Any signed Amendments.

**AMENDMENT ACKNOWLEDGEMENT/AMENDMENT SUBMITTAL:** Any amendments made to this solicitation will be in writing from the District. Amendments will be posted on [azpurchasing.org](http://azpurchasing.org) and vendors will be notified via AZpurchasing website. The vendors shall include the signed amendment in the proposal. Non-submittal of the amendment acknowledgment form



**Evaluation Schedule / Timeline:** The District reserves the right to change the dates and times if necessary.

<u>Evaluation Schedule / Timelines</u>	
Deadline for submission of RFP	<b>September 6, 2017 - Wednesday</b>
Evaluate RFP	<b>September 7-22, 2017</b>
Contact vendors to set up Demonstration	<b>September 8, 2017 - Monday</b>
Demonstrations	<b>September 15, 2017 - Friday</b>
Best and Finals	<b>September 19, 2017 - Tuesday</b>
Governing Board Approval	<b>September 26, 2017 - Tuesday</b>

**DEMONSTRATION:** Based on the criteria described, the district may select three (3) responsive vendors to make live onsite demonstrations of key features. The vendor must be prepared to make their presentation within seven (7) calendar days of being notified of their selection. The specific scenarios and exact date of the demonstration will be communicated to the vendor immediately after they have been notified.

**Evaluation Criteria**

In accordance with the School District Procurement Rules, Competitive Sealed Proposal awards shall be made to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the District taking into consideration the evaluation factors set for in the Request for Proposal.

Item	Evaluation Criteria	=	Points Possible	Points
1	Method of Approach to Fulfill Required Criteria	=	400	
2	Price of Product	=	250	
3	Implementation, Installation, Support and Training	=	250	
4	Compliance with Terms and Conditions, Scope of Work, and other RFP Requirements	=	50	
5	Experience and Reliability of the firm.	=	50	
	<b>Total Points</b>		<b>1000</b>	

To evaluate the cost portion of the above criteria, the District may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm’s Price) X Points Possible = Evaluation Points.

## SCOPE OF WORK

The Catalina Foothills Unified School District Community Schools Department is charged with providing tuition-based programs and managing facility rentals for the District. We are now looking for a web-based, fully hosted solution that provides access to our various clients and staff as needed. The system should also process and accept payments.

The District does not want to be able to store credit card/debit card numbers. The on-line registration system we are interested in will be utilized to enroll individuals in our various programs as well as set-up billing cycles, invoices, and payment options. The District is requesting that interested vendors provide a response that includes a complete description of how the proposed system works. In addition, the following paragraphs describe some key functions that the District is interested in:

### **Class Management**

We desire a software program that will allow us to create and offer programming for families that include enrichment classes, childcare programs (i.e. before and after school programs), preschool, wellness, and fee based kindergarten. We would like families to be able to register on-line as well as submit required paperwork electronically. Furthermore, we would like to be able to offer flexible programming so that we can generate hourly, daily, weekly, and monthly tuition rates (with the capability to prorate). Families should be able to use the on-line system (and/or phone app) as a one-stop shop so that they can enroll multiple children in multiple programs, update their children's immunization information, and make payments. We would also like the system to be able to generate daily attendance rosters, class lists (an iPad app for taking attendance electronically is preferred), nametags, student schedules, maintain waitlists, emergency contact information, roll-over childcare enrollments from year to year, and maintain lists of authorized adults who can pick up the children after the program is over.

### **Account Management and Data Integration**

We desire a software system that will allow families to make payments on-line. Payments should be able to be made one time or on a scheduled reoccurring basis. Families should be able to purchase on-line in a point of sale manner and be able to customize their log-in and passwords. We would like payment reminders, invoices and receipts to be automatically generated by the system and e-mailed out to families and clients. The system should be able to support the use of varying discounts by varying programs, allow partial payments and refunds, allow refunds from one program to be applied to another program, and be able to accept third party and subsidy billing. The system should also be able to import our current database. Finally, we would like the system to automatically calculate late charges; display amounts due for families and clients, and notify families if their contact information needs to be updated.

### **Finance/Accounting**

We desire a software system that maintains a cash equals revenue accounting system, accepts debit and credit card payments in a secure fashion with real time authorization. Vendor should assume all PCI compliance.

### **Technological Specifications**

We desire a system that is compatible and integrated with our current finance software and our student software system so that information can be shared between all systems. We would like a hosted site (software updates included) that provides regular data back-ups, customizable reports, and a staff and client portal (to view and print class rosters, calendars, etc.). Furthermore, we would like the system to be able to inventory program supplies and flag certain accounts for medical or custody concerns. All software **must** be compatible with MAC OS X 10.9 and above

and the most current version of web browsers such as Firefox, Chrome, and Safari. Mobile solutions should be compatible with both IOS and Android.

### **Marketing**

We desire a system that can manage an on-line catalog of goods and services, be customizable to match our current website's look (including our programs' logos), be able to upload pictures and videos, and be able to interact with various social media outlets. We would like to be able to utilize customizable calendars and e-mail our client list-marketing materials.

### **Training and Implementation**

We desire a new system to be in place, all staff trained, and open to the public for registration by December 1, 2017. An implementation timeline including due dates, training outline, site visit(s), and schedule must be returned with your response. A means for on-going training as a part of the implementation is preferred (i.e., customer service line, on- line chat, etc.)

## PROPOSAL COST FORM

Software and Payment Option:		Response:	
Is your product hosted?	Yes	No	
If yes, what is the annual fee for hosting?	\$		
Does your product include merchant services?	Yes	No	
If yes, is it in-house?	Yes	No	
If merchant services are in-house, does your software have the ability to utilize a third party if desired in the future?	Yes	No	
If a third party is used for merchant services, what company do you use?			
With what merchant service companies is your product compatible?			
Transaction Pricing:			
What is the fee per transaction?	\$		
What is the percentage of sales or revenue charged to the district charged per transaction?	\$		
If transaction fees and percentages vary by type of transaction, please indicate those costs below:			
Customer online credit card transactions	\$		
Customer online check transactions	\$		
Over the counter credit card transactions with staff members	\$		
Over the counter check transactions with staff members	\$		
Over the counter cash transactions with staff members	\$		
Will the per transaction fee fluctuate based on revenue?	Yes	No	
If yes, explain the pricing structure and revenue thresholds:			
Will the percentage fluctuate based on revenue?	Yes	No	
If yes, explain the pricing structure and revenue thresholds:			

## Catalina Foothills Unified School District No. 16 Reference Survey

Top portion to be completed by the Company. Bottom portion to be completed by the past clients.

**Return Directly to Catalina Foothills Unified School District**

Name of the Company being Surveyed: \_\_\_\_\_

To Whom It May Concern:

Catalina Foothills Unified School District No. 16 issued an RFP for Community Schools Software. The information provided from this Reference Survey will be used to assist the District in the evaluation to determine responsible procurement of the above firm.

The company listed above has chosen to participate in this solicitation. They have listed you as a client that they have provided these services for in the past. Both the company and Catalina Foothills Unified School District would greatly appreciate you taking a few minutes to complete the questionnaire.

Please evaluate the performance of the vendor (10 meaning always satisfied and have no question about using again, 5 meaning Sometimes satisfied, and 1 meaning you are very Dissatisfied and would not use them again). If you do not have past performance in a particular area, please leave blank.

No.	Criteria	Unit	Score
1	Extent of software meeting the overall requirements	(1-10)	
2	Overall costs- Initial cost & long term	(1-10)	
3	Maintenance, technical support & training	(1-10)	
4	Overall satisfaction & performance	(1-10)	
5	Highly Recommended	(1-10)	

Total Points \_\_\_\_\_

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey to Catalina Foothills Unified School District No. 16 at [dmerigold@cfsd16.org](mailto:dmerigold@cfsd16.org) by September 6, 2017.

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

Phone Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Email: \_\_\_\_\_

**OFFER AND ACCEPTANCE**

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

\_\_\_\_\_

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

Federal Employer Identification No. \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Tax Rate: \_\_\_\_\_ %

Email: \_\_\_\_\_

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

Signature of Person Authorized to Sign Offer \_\_\_\_\_

Address \_\_\_\_\_

Printed Name \_\_\_\_\_

City State Zip

Title \_\_\_\_\_

**CERTIFICATION**

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 2009-09 and 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 offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 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.

**ACCEPTANCE OF OFFER**

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.

\_\_\_\_\_

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 SIGNATURE

**DEVIATIONS AND EXCEPTIONS FORM**

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document. Unallowable or questionable deviations and exceptions may cause your offer to be non-responsive. Deviations and exceptions noted elsewhere in your offer, and not specified on this form, will be considered void and not part of your offer.

Exceptions (check one):

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | No exceptions. The Undersigned hereby acknowledges that there are <b><i>no deviations/exceptions</i></b> to this solicitation. |
| <input type="checkbox"/> | Exceptions are taken   |

Describe exceptions taken (attach additional pages if needed):

Printed Name	
Signature	
Date	

**CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM**

Confidential/Proprietary Submittals (Check one):

- No confidential/proprietary materials have been included with this offer
- Confidential/Proprietary materials are included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions, paragraph 18). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the School District prior to any public disclosure. Requests to deem the entire offer or to deem any prices and costs as confidential will not be considered.

Identify or describe:

Printed Name	
Signature	
Date	



**ADDENDUM/AMENDMENT ACKNOWLEDGEMENT**

This page is used to acknowledge any and all addendums/amendments that might be issued. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

**Please sign and date:**

**Amendment Acknowledgement**

<u>Amendment</u>	<u>Signature</u>	<u>Date</u>
NO. 1	_____	_____
NO. 2	_____	_____
NO. 3	_____	_____
NO. 4	_____	_____
NO. 5	_____	_____

**NEW VENDOR REGISTRATION FORM**

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

**dba (doing business as, if applicable):** \_\_\_\_\_

**Company physical address:**

**Company mailing/remit address:**

**CONTACT INFORMATION:**

**Customer Service**

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Accounts Receivable**

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Main Contact Person:** \_\_\_\_\_

**Phone/Email Address:** \_\_\_\_\_

**Website:**

**Type of Business:**

**PO Email address (if applicable):** \_\_\_\_\_

**PO Fax # (if applicable):** \_\_\_\_\_

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**Also Submit: W9 copy**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, affiant,  
(Print Name of Person Authorized to Sign Offer)

the

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

the persons, corporation, or company who makes the accompanying Proposal,  
having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_ County of \_\_\_\_\_

**“NO PROPOSAL” RESPONSE FORM**  
**RFP # 18-01-23 – Community Schools Software**

If you do not wish to proposal on this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason for your decision and return this page. Failure to respond will result in deletion of your name from the District’s vendor listing. This form may be returned to the address listed below, or faxed to 520-209-7571. A “No Proposal” will be considered a response.

I am submitting a “No Proposal” at this time.  
 Please keep my name on the District’s Offeror’s List.

I cannot meet the product/service specifications as described in the solicitation  
 due to: \_\_\_\_\_  
 \_\_\_\_\_

I cannot meet the Terms and Conditions of the solicitation because:  
 \_\_\_\_\_  
 \_\_\_\_\_

I do not provide services of this nature.  
 Please remove my name from this category. I will submit a revised Vendor  
 Registration Form.

You may receive a copy by mail by contacting Debra Merigold at [dmerigold@cfsd16.org](mailto:dmerigold@cfsd16.org).

I no longer wish to do business with Catalina Foothills Unified School District.  
 Please remove my name from the District’s Offeror’s List.

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

**Please return this completed form to:**

**Catalina Foothills Unified School District No. 16**  
**2101 E. River Road**  
**Tucson, AZ 85718**  
**FAX: 520-209-7571**