

**TEMPE UNION HIGH SCHOOL DISTRICT #213
NOTICE OF REQUEST FOR PROPOSAL
25-013PC-30RFP**

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Attachments:

A - Vendor Registration Form Fillable - 6.2.2023

B - Cost Proposal

C - Performance Questionnaire

DOCUMENTS REFERENCED:

- **Arizona Revised Statutes (A.R.S.)** is available at:
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>
- **Arizona School District Procurement Rules in the Arizona Administrative Code** is available at:
https://apps.azsos.gov/public_services/Title_07/7-02.pdf
- **Arizona Transaction Privilege and Use Tax Rates** is available at:
<https://www.aztaxes.gov/Home/Address>
- **Arizona Transaction Privilege Tax Notice (MRRA)** is available at:
<https://azdor.gov/business/transaction-privilege-tax>
- **I.R.S W-9 Form (Request for Taxpayer I.D. Number)** is available at:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- **Arizona School Facilities Oversight Board** can be found at:
<https://sfb.az.gov/>
- **Education Department General Administrative Regulations (EDGAR)** and Other Applicable Grant Regulations is available at:
<https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

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NOTICE FOR REQUEST FOR PROPOSAL

Language Lab Software

SERVICE: Language Lab Software - SaaS

DUE DATE: Thursday, May 8, 2025 **Time: 2:00 pm Arizona time**

Attendance for this bid opening will be virtual via Google Meet at the link or phone number below:

Google meet link: meet.google.com/zbj-oqxq-kmo Join by phone: (US) +1 650-781-1391 PIN: 368 582 792#

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. §15-213, Proposals for the material or services specified will be received by Tempe Union High School District, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made.

Initial contract term shall be from Following Governing Board approval **through One year from Governing Board approval** with an option to renew (up to) four (4) one-year renewals.

Proposals shall be in the actual possession of the District via OpenGov at <https://procurement.opengov.com/portal/tuhsd>, prior to the exact time and date indicated above. Late Proposals shall not be considered. The official time will be determined by the clock designated by the school district.

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

Name: Patricia Chriswell, Director of Purchasing and Warehouse

Date: Tuesday, April 15, 2025

Email: pchriswell@tuhsd.k12.az.us*

***Although contact information is provided, all questions must be submitted through the portal.**

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PROPOSAL TIMELINE

The following evaluation schedule is tentative:

Release Project Date:	April 15, 2025
Question Submission Deadline:	April 25, 2025, 3:00pm
Proposal Submission Deadline:	May 8, 2025, 2:00pm
Proposal Evaluations:	May 9, 2025
Interviews/Demos:	May 13, 2025
Anticipated Board Approval Date (Tentative):	May 21, 2025

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UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. ***“Attachment”*** means any item the Solicitation requires a Bidder or Offeror to submit as part of the Offer.
- B. ***“Contract Amendment”*** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
- C. ***“Exhibit”*** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- D. ***“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.
- E. ***“Procurement Officer”*** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- F. ***“Solicitation Amendment”*** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- G. ***“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.

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Bidder or 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 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 Bidder or 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. 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. A Bidder or Offeror may not rely on verbal responses to inquiries.
- F. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- 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. A Bidder or Offeror should raise any questions it may have about the Solicitation or the procurement at that time. A Bidder or Offeror may not rely on any verbal responses to

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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.

- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- A. Forms. 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.
- B. Typed or Ink; Corrections. The Offer should be typed or in ink. Erasures, interlineations or other modifications in the Offer should 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 A.A.C. R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted on the Deviations and Exceptions page in which the Bidder or 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 Bidder's or Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the Offer evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Subcontracts. The Bidder or 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 Bidder or Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Bidders or Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Offer Cost Sheet.
- J. Identification of Taxes in Offer. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Bidders or Offerors do not indicate taxes on a separate item in the Offer, the School District/Public Entity will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Bidder or Offeror.
- 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 Bidder or Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Bidder or 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

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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 and any subsequent contracts, the following shall prevail in the order set forth below:
1. Amendments;
 2. Special Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Scope of Work/Specifications;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Bidders or Offerors;
 8. Uniform Instructions to Bidders or Offerors

- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer

- A. Electronic Submission. If determined by the District that electronic submission of Offers is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Offer shall be rejected.
- B. Offer Amendment or Withdrawal. A Bidder or Offeror may modify or withdraw an Offer in writing at any time before Offer opening if the modification or withdrawal is received before the Offer due date and time at the location designed in the solicitation. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under A.A.C. R7-2-1044.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/Public Entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/Public Entity pursuant to A.A.C. R7-2-1006. If a Bidder or Offeror believes that information in its Offer contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall be provided on the Confidential/Proprietary Submittals page and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Bidder or Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

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2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
3. By submission of this Offer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible 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; and
4. By submission of this offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
5. By submission of this offer, that Bidder or Offeror has taken steps and exercised due diligence to ensure that Bidder or Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

5. Additional Offer 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. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- C. Late Offers, Modifications or Withdrawals. An Offer, Modification or Withdrawal submitted after the exact Offer due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1044.
- D. Disqualification. An Offer from a Bidder or Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. A Bidder or Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days 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).
- 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 this solicitation, the School District/Public Entity reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Offers or portions thereof; or
 3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award or by Region, as indicated

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within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders or Offerors that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.

- B. Contract Commencement. An Offer does not constitute a Contract nor does it confer any rights on the Bidder or Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the District/Public Entity with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final Acceptance. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative as listed in the Special Instructions to Bidders or Offerors.

- A. A protest shall include:
 - 1. The name, addresses, and telephone number of the interested party
 - 2. The signature of the interested party or the interested party's representative;
 - 3. Identification of the purchasing agency and the Solicitation or Contract number;
 - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 5. The form of relief requested.
- B. The interested party shall supply promptly any other information requested the District representative.
- C. 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.
- D. In cases other than those covered in section C of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
- E. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

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UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) § 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- 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 Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 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. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214 at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity 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/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/Public Entity.

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. § 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.
- 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/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

4. Contract Changes

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

5. Risk and Liability

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

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- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt 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 that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract

6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;

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2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. **Fitness.** The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the 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/Public Entity.
- 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/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 2. **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the 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.
- 7. School District/Public Entity's Contractual Remedies**
- A. **Right to Assurance.** If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing 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/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. **Stop Work Order.**
1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of 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.

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- C. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).
- C. Gratuities. In accordance with A.A.C. R7-2-1087(H) The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- D. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- F. Termination for Default.

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1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.
3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity 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.

9. Contract Claims

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

10. Gift Policy

The District will accept no gifts, gratuities or advertising products from Contractors. The District has adopted a zero-tolerance policy concerning Contractor gifts. The District may request product samples from Contractors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

11. Integrity of Offer

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

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

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

15. Fingerprint Clearance Cards

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 may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.

16. Clarifications

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

17. Confidential/Proprietary Information

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

When submitting a response containing “CONFIDENTIAL” information, Contractor agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that Contractor marked as “CONFIDENTIAL”.

When requesting information in your Response to be considered as Confidential/Proprietary, a complete electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.

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

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

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FEDERAL FUNDING REQUIREMENTS

1. Affordable Care Act:

The Bidder or Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). The Bidder or Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by State or Federal law.

2. Disclosure of Lobbying Activities:

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Bidder or Offeror must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)

3. Certification Regarding Lobbying:

Pursuant to 31 USC 1352, the Bidder or Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in 2CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.

4. Certificate of Independent Price Determination:

The Bidder or Offeror admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or Offeror or with any competitor certification regarding non-collusion.

5. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation:

The Bidder or Offeror will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.

6. Contract Work Hours and Safety Standard Act:

The Bidder or Offeror shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$100,000)

7. Debarment, Suspension, Ineligibility and Voluntary Exclusion:

By signing the Offer & Acceptance form, the Bidder or Offeror certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The Bidder or Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)

8. Energy Policy and Conservation Act:

The Bidder or Offeror shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat.871.)

9. Equal Employment Opportunity:

The Bidder or Offeror shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

10. Record Keeping:

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The books and records of the Bidder or Offeror pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture (for food/nutrition only), and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S § 35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

11. Termination Clause:

The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)

12. E-Verify Requirement:

The Bidder or Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

13. Receive/Pick up Process

Description of process for enabling vendors to receive or pick up orders upon contract award. Once the District has made the decision to order from a vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to the vendor, based upon the needs of the District. No volume is implied or guaranteed.

14. Solid Waste Disposal Act:

The Bidder or Offeror shall comply with Section 6002 of the Solid Waste Act and its implementing regulations.

15. Minority & Woman Businesses:

When federal funding may be used, the District shall take affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are notified of solicitation opportunities when possible. Prime contractors are required to take the same affirmative steps let 2 CFR Part 200.321

16. Copeland Anti-Kickback Act and Davis-Bacon Act (for building projects in excess of \$2000):

- A. **Copeland "Anti-Kickback" Act** - All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
- B. **Davis-Bacon Act** - The BIDDER or OFFEROR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

17. Contract Violations or Breach of Contract:

The District reserves all administrative, contractual and legal rights and privileges under applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract.

18. Rights to Inventions:

For all contracts that meet the definition of "funding agreement" and where the District wishes to enter into a contract with a small business firm or non-profit organization, the Bidder or Offeror shall comply with the Rights to Inventions made by non-profit organizations and small business firms under Government Grants, Contracts, and Cooperative Agreements.

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SPECIAL INSTRUCTIONS TO OFFERORS

1. District Representative

In accordance with A.A.C. R7-2-1042(A.1.s), and the [UNIFORM INSTRUCTIONS TO OFFERORS](#), the District Representative is Patricia Chriswell, Director of Purchasing and Warehouse.

2. Questions

All questions related to this Solicitation shall be in writing via OpenGov at <https://procurement.opengov.com/portal/tuhsd>. Offerors shall not contact or ask questions of the school or department for which the requirement is being procured. All inquiries shall be made prior to **3:00 pm on Friday, April 25, 2025**. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions will be responded to as soon as possible.

3. Contract Award

It is anticipated that a contract under this proposal will be awarded to a single Offeror.

4. Evaluation and Award Basis

Representatives of the District will evaluate the submissions and score them from the most likely to the one least likely to meet the requirements as outlined in the RFP. Per A.A.C. R7-2-1042(A)(1)(q), if several submittals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews the district reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations if considered by the District to be in the best interest of the District.

Per A.A.C. R7-2-1042(A)(1)(h) evaluation criteria are listed below in their relative order of importance (specific weighing may be used, but will not be required):

- A. Responsiveness: Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP. District's assessment of the Offeror's abilities to meet and satisfy the District's goals and expectations of product functionality, implementation, and support.
- B. Qualifications: Qualifications of the Offeror, financial and otherwise, to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence. Consideration of qualifications will include additional best value services, ability to address environmental needs or expertise offered that exceed the requirements, or the Offeror's inability to meet some of the requirements of the specifications/scope of work. Provide documentation of professional memberships, certifications, and licenses.
- C. Past Performance: Past Performance in this District, along with any other information obtained by the District from Offeror's other clients, past or present, or from any other sources.
- D. Cost: While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels. Committee members will read, review and evaluate the proposals based on the evaluation criteria. A point formula system will be used to evaluate the offers. The District may call for interviews to clarify information received in the proposal. Firms may be asked to host a site visit and/or interview with the Selection Committee, they may also be asked to revise or modify their proposals following the receipt of other information. However, offering firms are cautioned that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.

All Proposals shall be open for public inspection after award of contract, except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data contained in the Proposal documents remain confidential in accordance with A.A.C. R7-2-1006, R7-2-1016, and R7-2-1042(A.1.u).

In accordance with A.A.C. R7-2-1042(A.1.v) the District shall not consider partial offers for award of a contract under this RFP.

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Evaluation Matrix

The total number of points for the Technical Proposal is 1000. Offerors who do not receive at least 700 of the total points for Technical evaluation will not be considered for price evaluation and award. The elements that will be evaluated and their relative weights are:

CRITERIA	POSSIBLE POINTS
Section A - Responsiveness	350
Section B - Qualifications	250
Section C - References	220
Section D - Cost	180
TOTAL	1000

5. Offeror Responsibility

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

The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, and sub-contractors who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.

The successful Offeror shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful Offeror agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.

The successful Offeror must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Offeror's responsibility to ensure continuation of service.

The successful Offeror must provide adequate training for all contracted employees providing services under this contract.

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

6. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror shall acknowledge receipt of all amendments before submitting their response to the portal.

7. Offeror Required Contract/Agreement

If your company will require the District to sign a contract or agreement for this service, a copy of that contract/agreement must accompany your Proposal response under "Additional or separate contract" within the [VENDOR QUESTIONNAIRE](#).

8. Authority

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any

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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.

9. Integrity of Offer

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District, or per A.A.C. R7-2-1042(A.1.I) Offeror has not engaged in collusion or anti-competitive practices in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted Proposal or any resulting contract.

10. Brand Name or Equal

Per A.A.C. R7-2-1042(A.2.b) any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other offerors but are intended to approximate the quality design or performance which is desired. Any offer which proposes like quality, design or performance will be considered. If the description of your Offer differs in any way, you must give complete detailed description of your Offer including pictures and literature where applicable.

11. Descriptive Literature

All Offers must include complete manufacturer's descriptive literature regarding the supplies they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the Offer being rejected.

12. Deviations to Offer

Any deviation from the general terms and conditions or exceptions taken shall be described fully in the [VENDOR QUESTIONNAIRE](#). Such information shall be considered part of the Offerors formal Proposal. For the absence of any statements of deviation or exception, the Offer shall be accepted as in strict compliance with all terms and conditions.

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SPECIAL TERMS AND CONDITIONS

1. Purpose

Pursuant to provisions of the Arizona School District Procurement Rules, the District is requesting proposals from qualified firms to provide language lab software.

2. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase, however funds are not currently available. Any contract awarded under this proposal will be conditioned upon the availability of funds.

3. Insurance

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

Successful Offeror shall be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Tempe Union High School District #213 as an additional insured party.

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

4. Affordable Care Act

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

5. Licenses

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

6. Safety

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

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

7. Fingerprint Requirements

Fingerprint clearance cards will not be required for this contract.

8. Registered Sex Offender Restrictions

Pursuant to award, Offeror agrees that no employee of the Firm or subcontractor of the Firm, who is required to register as a sex offender, pursuant to A.R.S. § 13-3821, will perform work on the District premises or equipment at any time when District students are, or are reasonably expected to be, present. Offeror further agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the award at the District's discretion.

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9. Terms of Award

Per A.A.C. R7-2-1024(B.1.i), it is the intent of the District to award a multi-term contract, beginning Following Governing Board approval and continuing through One year from Governing Board approval. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four (4) one-year renewals. However, no contract exists unless and until a purchase order is issued each fiscal year.

The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.

It is expected that Governing Board approval for this contract will be made on May 21, 2025.

10. Non-Exclusive Contract

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

11. Delivery of Services

Services must be received within time agreed to by the District and the Offeror. The District shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications and instructions for each of the campuses.

12. Required Delivery Date

All items specified in this Request for proposal SHALL be received by One year from Governing Board approval. No exceptions! Incomplete orders will be cancelled after this date and any shipments received will be returned to the offeror.

13. Local Representative

Offeror should have a LOCAL field representative available at all times during the contract period.

14. Billing

All billing notices must be sent to each District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Tempe Union High School District will refer to the RFP number of this Proposal.

15. Price Clause

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

After initial contract term and prior to any contract renewal, Tempe Union High School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel the contract.

16. Procurement Methods

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

TEMPE UNION HIGH SCHOOL DISTRICT #213
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SCOPE OF WORK/SPECIFICATIONS

1. Background

Tempe Union High School District serves students in grades nine through twelve in Tempe, Arizona. The District is comprised of six high schools with a student enrollment of approximately 12,000 students in parts of Tempe, Chandler, and Phoenix, Arizona. Six of the sites are comprehensive high schools and Tempe Union Online, being alternative high schools. The Tempe Union High School District is a highly-performing District and is known for excellence in teaching and learning.

2. Introduction

The Tempe Union High School District would like to invite you to submit a proposal for Language Lab Software. Proposals are to be submitted through the Procurement Portal at <https://procurement.opengov.com/portal/tuhsd>, no later than 2:00 pm on Thursday, May 8, 2025.

The Tempe Union High School District desires to enter into a contract with a qualified vendor for foreign language lab software. The software will be used to help facilitate the acquisition of a foreign language. The software will be an instructional tool that assists students and teachers with the delivery and assessment of target language instruction.

3. Scope of Work

Tempe Union High School District, located in Tempe, Arizona, hereinafter referred to as the “District” or “TUHSD” is soliciting offers from reputable and qualified vendors to support the needs of the District’s schools and departments for language lab software. Brand names, trade names, model numbers, and/or catalog numbers may be used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict offeror from the submission of equivalent brands. However, the District reserves the right to decide whether alternatives are equivalent to the materials and equipment described in the solicitation. The District shall be the sole judge of equivalent quality, and the Districts decision shall be final.

Tempe Union High School District #213 will not consider partial Proposals.

The District reserves the right to make a multiple award to more than one vendor. The award will be limited to the least number of vendors that the District determines is necessary to meet the needs of the District.

In order for a fair evaluation the District is asking you to state your current retail pricing and discount offered on the brand names stated. The District will evaluate and determine the lowest price overall. The District is not restricted to purchasing only the market basket items. Items listed are for evaluation purposes only. DO NOT include sales tax on any “market basket” item listed in the product matrix.

4. District Overview and Background

District Overview:

The Tempe Union High School District 213 desires to enter into a contract with a qualified vendor for foreign language lab software. The software will be used to help facilitate the acquisition of a foreign language. The software will be an instructional tool that assists students and teachers with the delivery and assessment of target language instruction.

District Background:

The District is comprised of six comprehensive high schools with a student enrollment of approximately 12,000 students.

The school locations and approximate 2024-2025 school year language lab user enrollment is listed below:

Tempe High School

1730 South Mill Avenue

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Tempe, AZ 85281

Students enrolled: 462

Teachers: 5

Mountain Pointe High School

4201 E. Knox Road

Phoenix, AZ 85044

Students enrolled: 542

Teachers: 6

McClintock High School

1830 East Del Rio Drive

Tempe, AZ 85282

Students enrolled: 632

Teachers: 5

Desert Vista High School

16440 South 32nd Street

Phoenix, AZ 85048

Students enrolled: 1,388

Teachers: 11

Marcos de Niza High School

6000 South Lakeshore Drive

Tempe, AZ 85283

Students enrolled: 348

Teachers: 5

Corona Del Sol High School

1001 East Knox Road

Tempe, AZ 85284

Students enrolled: 1,152

Teachers: 9

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5. Specifications

Specifications and specific requirements are included with this Request for Proposal. For each specific requirement, indicate if your proposal complies or how it deviates. Offerors are strongly encouraged to be specific in describing their services and supplemental information may be attached. Each supplemental entry must reference the section or specific requirement to which it applies.

Section 1 - Desired Functionality of Software	Comply	Deviate	
Headsets with Microphones			
AP Mode			
Group Students together for activities: pairs, groups, multiple groups			
Audio and video broadcasting needs to be played through a digital recorder.			
Audio broadcasting from Teacher to Student			
Random Grouping			
Allow students to talk, send messages and exchange exercises within the class			
Monitor all students by individual or group			
Ability to launch to one student or several students			
Thumbnail views of all participants (graphical display of the class)			

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File collections, ie: message, IM, etc. (monitoring)			
Lock workstations remotely			
Launch programs or AP test to locked stations			
Transfer screen images			
Take control of a student PC, work through an exercise with individuals, group, or as an observer.			
Work station control			
Shut down or shutdown/restart workstations remotely			
Message displays to end user access (students, teachers, group)			
Remote control of student computers while teaching/communicating with Student.			

Section 2 - Training:

- A. Provide clear outline of training plan
- B. Provide training plan with extensive training for system administrators
- C. Provide written permission to use all written and outlined training materials for subsequent trainings
- D. Length of time and frequency of training and number of participants per training session
- E. All prices and costs associated with training, including travel costs

Section 3 - Support:

- A. Clearly identify hours and type of support

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- B. Support plan should include user help desk if available
- C. Contact information for technical support
- D. Support plan must detail any items NOT included in support agreement

Section 4 - Technical Requirements:

The District has robust networks, modern workstations, and current revision software. Below is a summary of the District's network environment.

- A. Networking
 - 1. Each site has a 10GB circuit to an off-site co-located data center in Phoenix.
 - 2. The District has a 20GB internet connection.
- B. Servers
 - 1. Microsoft server 2022
 - 2. Computer systems are deployed on Cisco UCS C220s
- C. Workstations
 - 1. All Intel based systems have Windows 11 operating system, IE, Chrome, Office 365.

Please submit in your response the optimal (not minimum) technology requirements necessary to support your product.

Section 5 - Implementation Plan:

The District requests that you provide an implementation timeline and project plan for product implementations. Please begin timeline with Day 1 = Receipt of Purchase Order.

- A. Provide a project plan to include elements of implementation logistics and training.
- B. Clearly identify hardware and software needs required for implementation.
- C. Clearly identify any District resources (e.g. human capital) and estimated timeline for implementation.

Section 6 - Product Demo:

Demonstration accounts and logins, or trial modules, are requested by the District for evaluation purposes. Logins will be provided at no charge. Please provide a quantity of five logins and passwords for evaluation purposes.

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PROPOSAL REQUIREMENTS

All documents must be submitted through TUHSD's e-Procurement system, OpenGov, at <https://procurement.opengov.com/portal/tuhsd>. Tempe Union High School District will not assume responsibility for any costs related to the preparation or submission of the Proposal. The district will NOT consider late proposals, reference [PROPOSAL TIMELINE](#).

The form of contract for any award made as a result of this Proposal will be a District purchase order, referencing this RFP, which shall be considered a part of the contract. The amount will be based upon the fees shown in the Proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposal contract must be included with the Proposal (see Ancillary Contract).

If your firm is submitting an offer on services requiring installation/on-site services, employees are required to be in possession of a current and valid DPS IVP/Fingerprint Clearance card. TUHSD reserves the right to request copies of the fingerprint clearance cards to verify, as stated in the Special Terms and Conditions "Fingerprint Requirements".

Proposal Requirements

- A. Section 1 - Desired Functionality of Software (Comply/Deviate)
- B. Section 2 - Training
- C. Section 3 - Support
- D. Section 4 - Technical Requirements
- E. Section 5 - Implementation Plan
- F. Section 6 - Product Demo logins
- G. Three (3) customer references
- H. Proposal cost form

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EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Responsiveness Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP. District's assessment of the Offeror's abilities to meet and satisfy the District's goals and expectations of product functionality, implementation, and support.	Points Based	350 <i>(35% of Total)</i>
2.	Qualifications Qualifications of the Offeror, financial and otherwise, to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence. Consideration of qualifications will include additional best value services, ability to address environmental needs or expertise offered that exceed the requirements, or the Offeror's inability to meet some of the requirements of the specifications/scope of work. Provide documentation of professional memberships, certifications, and licenses.	Points Based	250 <i>(25% of Total)</i>
3.	Past Performance/References Past Performance, this includes experience in this District, along with any other information obtained by the District from Offeror's references, other clients, past or present, or from any other sources.	Points Based	220 <i>(22% of Total)</i>
4.	Cost/Pricing Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.	Points Based	180 <i>(18% of Total)</i>

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VENDOR QUESTIONNAIRE

Please submit all downloaded forms in PDF format

1. Authorized Representative Contact Information:*

Please enter the Name, Title, Phone # and Email of the authorized representative.

*Response required

2. Does the offeror have any deviations/exceptions?*

Offerors shall indicate any and all deviations and exceptions taken to the provisions or specifications in this solicitation document. Clearly identify the specific paragraph(s) of the solicitation where the deviations or exceptions occur, and describe in detail. Offeror's preprinted or standard terms will not be considered as part of any resulting Contract. All deviations and exceptions that are contained in the Offer may negatively affect the evaluation criteria as stated in the solicitation and may result in rejection of the Offer.

☐ Yes

☐ No

*Response required

When equals "Yes"

If yes, please describe below any deviations/exceptions:*

Enter deviations/exceptions below

*Response required

3. Does this submission include any confidential/proprietary material?*

Bidders should identify any portion of their bid deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Bidder and the District prior to any public disclosure. Requests to deem the entire bid or price as confidential will not be considered.

Confidential/Proprietary materials in your Bid response must be identified below. Failure to identify this information may result in denial of request.

☐ Yes

☐ No

*Response required

When equals "Yes"

Please list any materials that are confidential/proprietary:*

List materials below

*Response required

4. Will you employ any subcontractors?*

Select yes or no

☐ Yes

☐ No

*Response required

When equals "Yes"

Subcontractors information*

The Contractor must list below the Trade, Company name, license and classification numbers of all qualified subcontractors and/or suppliers they will employ for the various portions of the work indicated. Failure on the part of the Contractor to complete this list properly may constitute sufficient grounds to reject the bid. If no subcontractors will be listed please indicate with a N/A

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Example: Trade, Company Name, ROC License #, ROC License Classification

*Response required

5. Additional Materials

Please attach any additional materials as applicable

6. FORCED LABOR OF ETHNIC UYGHURS BAN*

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

- A. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- B. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must confirm the following:

The Company submitting this Offer **does not** use, and agrees not to use during the term of the contract, any of the following:

- Forced labor of ethnic Uyghurs in the People's Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
- Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If any of the follow statements apply you are an **exempt contractor** and need not confirm:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

☐ Please confirm

*Response required

7. CONFLICT OF INTEREST DISCLOSURE

Districts are required to follow the School District Procurement Rules for all purchases of goods or services from district employees or close relatives of employees (spouse, child, grandchild, parent, grandparent, brother, sister and their spouses, and the parent, brother, sister or child of a spouse) regardless of dollar amount. If an employee has a conflict, they must not be involved in the purchasing/oversight process. They may not enter requisitions, approve the requisition, supervise the work being performed, or approve payment for the respective product or service.

Arizona Revised Statutes § [38-503\(C\)](#) prohibits public employees or relatives from providing their employers with any equipment, material, supplies, or services unless provided under an award or contract let after public competitive solicitation. Districts must follow the School District Procurement Rules, regardless of the expenditure amount, when purchasing goods or services from district employees or relatives. This applies to any purchase using district monies, including extracurricular activities fees, tax credit contributions, and monies held in trust by the District, such as student activities monies. Following the guidelines for written quotes is not sufficient to comply with the requirements of A.R.S. § [38-503\(C\)](#).

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Conflict of Interest Disclosure*

I or a close relative (spouse, child, grandchild, parent, grandparent, brother, sister and their spouses, and the parent, brother, sister or child of a spouse) am presently an employee of the Tempe Union High School District No. 213.

☐ Yes

☐ No

*Response required

When equals "No"

Please confirm the following*

I affirm, to the best of my knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

AND

That neither I or a close relative (spouse, child, grandchild, parent, grandparent, brother, sister and their spouses, and the parent, brother, sister or child of a spouse) am presently an employee of the Tempe Union High School District No. 213.

That neither I, nor any close relative of mine, have a conflict per Tempe Union High School District policies or Arizona Revised Statutes.

If a conflict of interest arises, it is my responsibility as an employee or relative of the employee to complete a Conflict of Interest Disclosure Form with the Purchasing Department immediately.

☐ Please confirm

*Response required

When equals "Yes"

Please identify the conflict interest Name, Title, Department/Location, and Relationship:*

By entering this information, you agree that you have disclosed any necessary affiliations with a Tempe Union High School District employee.

*Response required

8. REQUESTED FORMS

Please complete the following downloadable forms and upload them in their respective questions.

Offer and Acceptance Form*

Please download the below documents, complete, and upload.

- [Offer and Acceptance Form.pdf](#)

*Response required

Non-Collusion Affidavit*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding. Tempe Union High School District is not associated with NotaryLive, please note there is a fee to use NotaryLive.

- [Non-Collusion Affidavit.pdf](#)

*Response required

W-9*

Please upload your complete W-9 here

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*Response required

Certificate of Insurance (COI)*

Please upload your complete COI here

*Response required

Additional or separate contract

The form of contract for any award made as a result of this proposal will be a district purchase order, referencing this bid, which shall be considered a part of the contract. The amount will be based upon the fees shown in the bid, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposal contract must be included with the proposal.

RFP Response (No Cost Proposal)*

Please Upload your RFP Response HERE. Do NOT including cost in this area. There will be another place to upload your Cost Proposal.

*Response required

Cost Proposal*

Please upload your complete COST PROPOSAL here (document found in [ATTACHMENTS](#)). Please make sure that this information is not included in the RFP Response Area (#8.6).

*Response required

Past Performance Questionnaire*

Please upload a minimum of three (3) reference surveys here. The survey can be found in [ATTACHMENTS](#).

*Response required

9. Data Verification Questions

These questions will be utilized to confirm information you provide

System Award Management (SAM) Verification*

Please enter your company's Legal Name and/or dba Name:

*Response required