



**RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2
NOTICE OF REQUEST FOR PROPOSALS**

RFP: 16-006-16
PROJECT: STEM FURNITURE

Page 1
of
39

Purchasing Office
1414 South 51st Ave
Phoenix, AZ 85043
602-477-8900

Proposal DUE DATE: December 8, 2015 Time: 2:00 P.M. local time

Opening Location: ***Riverside Elementary School District #2***
Purchasing Office
1414 South 51st Avenue
Phoenix, AZ 85043

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposals for the material or services specified will be received by the Riverside Elementary School District #2, 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. **If you need directions to our office, please call (602-477-8900).**

Proposals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Upon receiving a late bid, the District shall record the time and date of receipt and promptly send written notice of late receipt to the bidder. The District may discard the document 30 days after the date on the notice unless the bidder requests the document be returned. The official time will be determined by the clock designated by the school district.

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

If an individual/ firm is not interested in this solicitation and wishes to submit a "No Offer Response", the individual/ firm shall complete the enclosed No Offer Response form and clearly note on that page – Not Responding - and return that single page to the address noted above or fax to 602-272-8378, att: Ms.Gray. Please indicate the RFP number on the envelope or fax cover sheet.

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


All questions regarding this Request for Proposal should be directed to:

Ms. Zorina Gray
Phone (602) 477-9000
Fax (602) 272-8378
Email: zgray@riverside.k12.az.us

All questions regarding the technical specifications/scope of work should be directed to in writing to:

Mr. Gustavo Valenzuela
gustavo@omnia-usa.com

Authorized By:	
Jose Moreno, Executive Director of Business Services	Date Issued: 11-25-2015
Phone: (602) 477-8900	Fax: (602) 272-8378

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 TABLE OF CONTENTS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 2 of 39	

<u>Section</u>	<u>Page</u>
Statement of No Offer Response	3
Uniform Instruction to Offerors	4
Uniform General Terms and Conditions	10
Special Instructions, Terms and Conditions	18
Specification/Scope of Work	28
Proposal Cost Form	30
Performance Evaluation Survey	31
Offer and Acceptance Form	33
Deviations and Exceptions	34
Confidential/Proprietary Submittals	35
Amendment Acknowledgement	36
Non-Collusion Affidavit	37
Familial Relationship Form	38
I.R.S. W-9 Form)	39

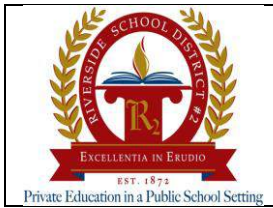
DOCUMENTS REFERENCED:

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

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

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

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



**RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2
STATEMENT OF NO OFFER RESPONSE**

RFP: 16-006-16
PROJECT: STEM FURNITURE

Page 3
of
39

Purchasing Office
1414 South 51st Ave
Phoenix, AZ 85043
602-477-8900

Offerors **NOT** responding to this Solicitation are asked to complete this form and return this form **ONLY** to the address listed above or fax to (602) 272-8378.

Failure to respond may result in deletion of Offeror's name from the Bidder's list for the Riverside Elementary School District #2.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Reason for "NO OFFER" RESPONSE:

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

- Other: _____


Please check one:

- Retain our company on the mailing list for future Solicitations.
- Please remove our company from the mailing list for this commodity or service.

This "NO OFFER" RESPONSE is authorized by:

Signature


Title _____ Date _____

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 UNIFORM INSTRUCTION TO OFFERORS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 4 of 39	

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

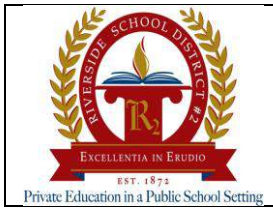
	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 UNIFORM INSTRUCTION TO OFFERORS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 5 of 39	

2. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Neither lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal 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 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 Proposal and not be opened until after the Proposal due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- 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. An 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-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 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. Proposal Preparation

- A. Forms. A Proposal 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 Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1049.



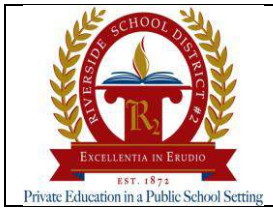
**RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2
UNIFORM INSTRUCTION TO OFFERORS**

RFP: 16-006-16
PROJECT: STEM FURNITURE

Page 6
of
39

Purchasing Office
1414 South 51st Ave
Phoenix, AZ 85043
602-477-8900

- C. Evidence of Intent to be Bound. The Proposal and Acceptance form included within the Request for Proposal must be submitted with the Offer. The signature shall signify the Offeror's intent to be bound by the Proposal and the terms of the Request for Proposal. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation. The District will not reimburse any 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 Proposal. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Proposal.
- H. Federal Excise Tax. School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal 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 Proposal Cost Sheet.
- J. Identification of Taxes in Proposal. School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District 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 Offeror.
- K. Disclosure. If the Firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:



**RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2
UNIFORM INSTRUCTION TO OFFERORS**

RFP: 16-006-16
PROJECT: STEM FURNITURE

Page 7
of
39

Purchasing Office
1414 South 51st Ave
Phoenix, AZ 85043
602-477-8900

1. Amendments
2. Special Instructions, Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Uniform Instructions to Offerors

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

4. Submission of Proposal

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of proposals 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 RFP. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designed in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.
- D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District pursuant to R7-2-1006. If an Offeror believes that information in its Proposal 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 accompany the submission 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.
- E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
 1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and



**RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2
UNIFORM INSTRUCTION TO OFFERORS**

RFP: 16-006-16
PROJECT: STEM FURNITURE

Page 8
of
39

Purchasing Office
1414 South 51st Ave
Phoenix, AZ 85043
602-477-8900


3. By submission of this proposal, that neither it nor its principals is 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 proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

5. Additional Proposal Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. 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 Offeror.
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal 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 Proposal 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 Offeror 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 reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Proposals or portions thereof; or
 3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District .

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 UNIFORM INSTRUCTION TO OFFERORS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 9 of 39	

- B. Contract Commencement. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the District 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 Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Proposal and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final Acceptance. Final acceptance will be contingent upon the approval of the 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.

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 by 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 B 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.


 <p>Private Education in a Public School Setting</p>	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 UNIFORM GENERAL TERM AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 10 of 39	

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 Offeror 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 Offeror 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 Offeror shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Offeror 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 Offeror's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Offeror agrees to permit access to its facilities, Subcontractor facilities and the Offeror's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Offeror's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Offeror shall be responsible for the payment of all costs incurred by the School District for testing and inspection.

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 UNIFORM GENERAL TERM AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 11 of 39	

- E. Notices. Notices to the Offeror required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance Form submitted by the Offeror unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Offeror to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Offeror 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 Offeror shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Offeror is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Offeror shall not use or release these materials without the prior written consent of the School District.

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Offeror shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
 - 1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Offeror and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Offeror. Offeror shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

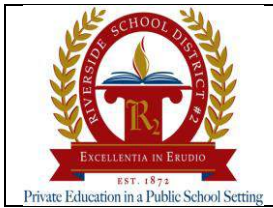
	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 UNIFORM GENERAL TERM AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 12 of 39	

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 Offeror are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Offeror shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Offeror 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 Offeror 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 Offeror 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 Offeror regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Offeror 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 Offeror shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Offeror 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



**RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2
UNIFORM GENERAL TERM AND CONDITIONS**

RFP: 16-006-16
PROJECT: STEM FURNITURE


Page 13
of
39

Purchasing Office
1414 South 51st Ave
Phoenix, AZ 85043
602-477-8900

- 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 Offeror 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 Offeror assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Offeror toward fulfillment of this Contract.

6. Warranties

- A. Liens. The Offeror warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Offeror warrants that for one year after acceptance by the School District of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Offeror.
- C. Fitness. The Offeror warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Offeror, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 UNIFORM GENERAL TERM AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 14 of 39	


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. Offeror's Representations and Warranties. All representations and warranties made by the Offeror under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
2. Purchase Orders. The Offeror 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 Offeror 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's Contractual Remedies


- A. Right to Assurance. If the School District in good faith has reason to believe that the Offeror does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Offeror give a written assurance of intent or ability to perform. Failure by the Offeror to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 1. The School District may, at any time, by written order to the Offeror, require the Offeror 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 Offeror, 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 Offeror 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 Offeror shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 UNIFORM GENERAL TERM AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 15 of 39	

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

8. Contract Termination

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

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 UNIFORM GENERAL TERM AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 16 of 39	

3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Offeror shall be liable to the School District for any excess costs incurred by the School District re-procuring the materials or services.

F. Continuation of Performance through Termination. The Offeror shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213, AAC R7-2-1155 through R7-2-1181 and rules adopted there under.

10. Gift Policy

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

11. Integrity of Proposal

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District 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.

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. Offeror’s Employment Eligibility

By entering the contract, Offeror 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 Offeror 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 Offeror 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 Offeror. All costs necessary to verify compliance are the responsibility of the Offeror.

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 UNIFORM GENERAL TERM AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 17 of 39	

14. Terrorism Country Divestments

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

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, Offeror shall comply with the governing body fingerprinting policies of the School District.

16. Clarifications

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


17. Confidential/Proprietary Information

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

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

18. Public Record

All Proposals submitted in response to this solicitation shall become the property of the School District . They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official at Riverside Elementary School District by appointment. If any copies are requested, a Public Records Request form must be completed. The form can be accessed by contacting the Business Services at 602-477-8900, ext.1120.

 <p>Private Education in a Public School Setting</p>	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 18 of 39	

ABOUT THE DISTRICT: Riverside Elementary School District #2 is located on the near Westside of the Phoenix, Arizona metropolitan area. The District is made up of a combination of large commercial trucking property and newer residential properties. The District has approximately 100 students on two campuses and the 3rd school is under construction. Due to the commercial property’s tax base, the District can support many technologies that are unavailable to many large schools.

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 Mr. Jose Moreno, Executive Director of Business Services.

2. Purpose

The purpose of the Request for Proposal (RFP) is to enter into a contract with a qualified or firm to provide STEM Furniture for the District’s 3rd site.

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 Riverside Elementary School District 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 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”). 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, certifications 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

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 19 of 39	

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 card(s) will be required for this contract. Copy of Valid Fingerprint Clearance Cards must be received by the District prior to services being provided under this contract or within 4 weeks after award of contract, whichever occurs first.

8. Registered Sex Offender Restrictions

Pursuant to award, the Offeror agrees that no employee of the Firm or subcontractor of the Firm, who has been adjudicated to be a registered sex offender, will perform work on the District property or equipment at any time when District students are, or are reasonable expected to be present. The 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.

Any breach of Contractor's or any subcontractor's warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of the District's rights and the subcontractor's obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Section shall be the responsibility of Offeror.

9. Evaluation Schedule


The Proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The Proposals with the highest ranking may be interviewed to determine the best interests of the District.

10. Type and Term of Award

It is the intent of the District to award a fixed price contract beginning upon award by the Governing Board at its December 17, 2015 Board Meeting and continuing until completed. However, no contract exists unless and until a purchase order is issued.

11. Contract Award

It is anticipated that a contract under this RFP will be awarded to a single contractor.

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 20 of 39	

The District reserves the right to make a multiple award to more than one Offeror. The award will be limited to the least number of Offerors that the District determines is necessary to meet the needs of the District. Offerors who provide an “All or Nothing” Offer will be deemed non-responsive.

12. Award Basis

In accordance with A.A.C. R7-2-1050, the successful Offeror will be determined by evaluation criteria including but not limited to pricing, or other incentives offered. Awards will not be made based on price alone, however it is a factor.

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.

13. Product Discontinuance

In the event that a product or model is discontinued by the manufacturer, the awarded Offeror shall offer a substitute for the discontinued item at the contracted price. The Offeror shall request permission from the District's Purchasing Department to substitute a new product or model and provide the following:


- A. A formal announcement from the manufacturer that the product or model has been discontinued
- B. Documentation from the manufacturer that names the replacement product or model
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the Solicitation
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all of the functions or uses of the discontinued product or model.
- E. Documentation confirming the price for the replacement is the same or less than the discontinued product or model

14. New Products

New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Offeror may add product lines to an existing contract if the line is supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. The District shall require documentation from Offeror demonstrating an interest in adding the new product or service. However the District may reject any additions without cause.

15. Evaluation

During the course of the selection process, all prospective Offerors are cautioned not to contact School Board Members, Selection Committee Members or attempt to persuade or promote through other channels. Evaluation Committee Members will read, review and evaluate the proposals based on the evaluation criteria. A point formula system will be used to evaluate the proposals. The District may request additional clarification to information received in the proposal. Offeror's 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, Offerors 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.

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 21 of 39	

The following represents the minimum qualifications that the Offeror must have to be considered for further evaluation:

- Full Understanding of the project requirements
- Have successfully performed similar project in the past
- Ability to meet the deadlines

The following represents the evaluation criteria and points that will be considered during the evaluation process. At total of 1600 points will be given.

Evaluation Criteria:

Tab 1 - Related Work Experience and References (350 points)

The evaluation of Tab 1 will include Offeror’s history, abilities, qualifications, specialties, experience, staffing and performance evaluations

Tab 2 – Personnel (300 points)

The evaluation of Tab 2 will include qualifications, education, and experience of proposed staff.

Tab 3 – Offered Product or Services (400 points)

The evaluation of Tab 3 will include the proposed product or services, this includes quality of product, ability to meet spatial and design requirements, product availability, and ability to meet the non-negotiable completion date.

Tab 4 - Cost (450 Points)

The evaluation of Tab 4 will include cost of proposed services.


Tab 5 - Overall Evaluation and Perceived Ability to Provide Services. (100 points)

The evaluation of Tab 5 will include Firm’s perceived ability to meet the District’s needs, orderliness and readability of their offer and, evidence that that the Firm has the ability to follow instructions provided within the solicitation.

16. Evaluation Schedule

The proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The proposals with the highest ranking may be interviewed to determine the best interests of the District. The following schedule is tentative.

Activity	<i>Schedule Timeline</i>
RFP Release	11-25-2015
RFP Pre-Proposal Meeting (if applicable)	None
RFP Due Date and Time	12-8-2015
RFP Evaluation	12-9 thru 11, 2015
RFP Short List Notification	12-11-2015
RFP Interviews (if necessary)	TBD
RFP Best & Final (if necessary)	TBD
RFP Awarded	12-17-2015
Notice of Award	12-18-2015

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 22 of 39	

17. Delivery

Products must be received within time specified by the District. 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/scope of work and instructions from the District.

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

18. Packaging and Shipping

Offeror shall be responsible for the following:


- A. Industry Standard packing, which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address, and purchase order number. All shipments shall be prepaid, F.O.B. destination. C.O.D. shipments will not be accepted.
- B. Items shall be properly packaged for shipment and storage, in new containers, according to accepted commercial practice. No extra charge for packaging will be allowed.
- C. The successful Offeror shall be responsible for delivery of items in good condition, and file all claims for breakage, imperfections and other losses with the carrier.
- D. Unless otherwise specified, the Offeror will be required to deliver and unload the equipment/supplies to the site. Costs pertaining to these requirements are to be included in the unit price.
- E. Legible packing slips, containing the District's purchase order number, shall accompany all deliveries. No items are to be shipped or delivered until receipt of an official purchase order from the District. Offeror not complying with these instructions may be required to furnish proof of delivery (signed delivery slip).
- F. Rejected shipments must be removed by the Offeror from the District premises, within five (5) calendar days after receipt of written notification.
- G. It is agreed that the Offeror will be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Offeror agrees to give the District first priority. Offeror agrees that if the product or service offered does not comply with the foregoing, the District has the right to cancel the sale at any time with full refund within thirty (30) days after notification and Offeror further agrees to be fully responsible for any consequential damages suffered by the District.

19. Guarantees by the Successful Offeror(s)

Offeror guarantees that equipment or material offered is standard, new, and as required by the specifications. Every item delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from the date of purchase. If during this period such faults develop, the successful Offeror agrees to replace the item affected without cost to the District.

20. 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.

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 23 of 39	

21. Inspection

All materials and/or services are subject to final inspection and acceptance by the District. Materials and/or services failing to meet the requirements of this contract will be held at Offeror's risk and may be rejected. If materials are returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Offeror.

22. Offeror Responsibility

The successful Offeror shall adequately screen all employees and, where applicable, independent Offerors, 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 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.

23. Key Personnel


It is essential that the Offeror provide an adequate staff of experienced personnel, capable of and devoted to the successful completion of work to be performed under this contract. The Offeror must assign specific individuals to the key positions. Once awarded a contract, key personnel shall not be removed or replaced without the prior written approval of the District.

24. Offeror Required Contract/Agreement

If Offeror requires the District to sign a contract or agreement for this service, a copy of that contract/agreement must accompany your proposal response. Contents and stipulations contained in the contract or agreement may be part of the evaluation criteria. The District reserves the right to accept or reject all parts of the agreement.

25. Local Representative

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

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 24 of 39	

26. Samples

Per A.A.C. R72-1042(A.1.g), Offeror may be requested to provide samples that they have produced that are similar in scope to the brand specified. The District may use these samples as part of their evaluation criteria and reserve the right to be the sole judge of quality and acceptability. If samples are deemed to be not in accordance with or inferior to the requirements of the specification, the District may reject the offer. If samples are requested, they will need to be provided within 5 business days from the date of request and at no cost to the District.

27. Authority

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

28. 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.

29. Billing

All billing notices must be sent to the District's Accounts Payable Department as shown on the purchase orders. All invoices shall reference the purchase order number, the offered pricing and identify the specific item(s) being billed. Any purchase order issued by the District will refer to the RFP number of this solicitation.


30. Price Clause

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

After initial contract term the District will review fully documented requests for price increases and may at its sole option accept any changes, cancel from the contract those items concerned or cancel the contract in its entirety. The Offeror shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the District.

31. Price Reductions

Price reductions may be offered by submitting a request in writing to the District for consideration at any time during the contract period. The District at its own discretion may accept a price reduction by price increases will not be considered.

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 25 of 39	

32. Fuel Surcharges

No fuel surcharges will be accepted.

33. 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, cut sheets and any other literature that is applicable. Failure to include the required information may result in the offer being considered non-responsive.

34. Descriptive Literature

All Offers must include complete manufacturer’s descriptive literature regarding alternate 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.

35. Deviations to Offer

Any deviation from the request for proposal or exceptions taken shall be fully described and noted on the included Deviations and Exceptions form. Form must be signed by authorized representative of the company. Such deviation/exceptions 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.

36. Procurement Methods

Any products or services obtained under this Request for Proposal will be by a Specific Purchase Order.

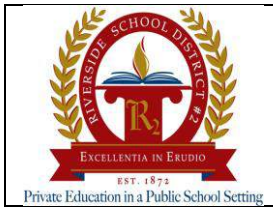
37. Authorized Changes

The District reserves the right at any time to make changes in any one or more of the following:

- A. Methods of shipment or packing
- B. Places of delivery
- C. Quantities

38. Proposal Requirements

- A. Offeror shall submit one original hardcopy, and four (4) copies of the original offer and one electronic copy in the form of a CD-ROM or thumb drive. The original shall be marked “ORIGINAL” and the copies shall be marked “COPY”. The electronic copy must be submitted as a PDF or in Microsoft Word format, however if there is any excel spreadsheets embedded within the document, the electronic copy shall include the completed spreadsheet in excel format.



**RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2
SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS**

RFP: 16-006-16
PROJECT: STEM FURNITURE

Page 26
of
39

Purchasing Office
1414 South 51st Ave
Phoenix, AZ 85043
602-477-8900

- B. To facilitate the evaluation process, the offer must be specific, complete and clearly demonstrates that Firm has a thorough understanding of the requirements. Firm shall provide detailed information and relate experience concerning previous performance of similar services.
- C. The sections of the original offer, copies and the electronic copy of the offer shall be indexed as specified below to indicate the applicable parts and elements. Orderliness, readability and similar factors should be considered in offer preparation for both hard and CD copy of the offer.
- D. The information shall conform to the format specified below. The District will make no reimbursement for the cost of developing or presenting proposals in response to the solicitation. Failure to submit Offer in specified format may cause the District to declare the Offer non-responsive.

Title Page

Each Offer shall contain a title page that identifies the solicitation number and the subject; the Firm's name, address and telephone number; the name and title of the contact person.

Table of Contents

Each Offer shall contain a Table of Contents that clearly and completely identifies the materials submitted by section and page number.

Letter of Transmittal

Each Offer shall contain an affirmation that the Offeror understands the materials/services to be performed, can provide the materials/services within the specified time frames and that they meet all of the mandatory qualifications specified within the solicitation, if applicable.

Mandatory Critical Requirements


Any and all documentation required that the Offeror will provide that confirms they meet the mandatory requirements.

Tab 1 - Related Work Experience and References

- a. Offeror shall include a summary of their history, as well as a description of the Firm, including size, number of professional staff by level, staff turnover in the last three years and range of activities performed by firm.
- b. Offeror is responsible for sending out Performance Evaluation Survey's (included) to past and/or present clients (preferable Arizona School Districts). The District is requesting that a minimum of five references be sent the Performance Evaluation form and **require a minimum of one response to receive any points associated with the evaluation of this tab.** Responses must be received by the District prior to the specified due date and time.
- c. Offeror shall provide specific information on the extent of their experiences in providing the specified services for other Arizona School Districts of similar size and scope. Include school district's name, contact name, phone number, e-mail address, student population, specific services performed and number of year's services has been provided. If the Firm does not have any Arizona School District experience, they shall include experience with other entities of similar size and scope. The District shall consider firms that have no Arizona School District experience; however they may not receive as many points as a firm that does have Arizona School District experience.
- d. Offeror shall provide a statement of why their firm should be selected. What differentiates their firm's services and from other firm's services?

Tab 2 – Personnel

- a. Offeror shall provide resumes' for the Key Staff Members who will be assigned to District to perform specified services. Proposed staff may not be substituted without permission of the District. Resumes' shall include relevant experiences, duties, qualifications and continuing education.

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 27 of 39	

- b. Offeror shall also include, at a minimum, a listing of other possible staff members that may be assigned to the District.

Tab 3 - Offered Services


- a. Offeror shall include a plan, which details the approach the Firm intends to follow. The plan should completely cover what work will be accomplished to allow the Firm to complete the services specified in the solicitation. Plan shall include key completion dates in sequential order.
- b. Offeror shall include a plan for organizing and staffing for the proposed services, with an estimate of time each staff member will devote to the plan.
- c. Offeror shall include a copy of any worksheets or questionnaires that will need to be completed by the District to assist the firm in providing specified services.
- d. Offeror shall include a listing of difficulties expected or anticipated in performing specified services and how the challenges will be minimized or overcome.

Tab 4 - Cost

- a. Offeror shall include fully completed Proposal Cost Form as requested in the Scope of Work and Project Manual.

Tab 5 - Overall Evaluation and Firm's Perceived Ability to Provide Services.

- Offeror shall include a completed:
- a. Offer & Acceptance Form
 - b. Confidential or Proprietary Information Form
 - c. Deviations & Exceptions Form along with supporting information
 - d. Addendum Acknowledgement Form
 - e. Non Collusion Form
 - f. Familial Relationship Form
 - g. W-9 Form
 - h. Offeror shall include proof of required insurance.
 - i. If the Offeror requires the District to sign a separate contract in the event of an award, then a copy of the contract must be included.

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 SPECIFICATIONS/SCOPE OF WORK		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 28 of 39	

ABOUT THE DISTRICT: Riverside Elementary School District #2 is located on the near Westside of the Phoenix, Arizona metropolitan area. The District is made up of a combination of large commercial trucking property and newer residential properties. The District has approximately 1000 students on two campuses and the 3rd school is under construction. Due to the commercial property's tax base, the District can support many technologies that are unavailable to many large schools.

Purpose

The purpose of the Request for Proposal (RFP) is to enter into a contract with a qualified firm to TEAM Furniture for the District.

Specifications/Scope of Work

Specifications, specific requirements and the project manual are attached separately with this Request for Proposal.

Items showing brand name or approved equal will permit Offerors of other brands to Proposal them as alternates. However, the District will reserve the right to decide if alternates are equal. If your product deviates from the specification listed refer to the project manual for approval of alternates and the form that will need to be included with your proposal. Each supplemental entry must reference the section or specific requirement to which it applies. Otherwise it will be understood that the item Proposal meets our specifications.


Samples may be requested by the District for evaluation purposes. Samples will be provided at No Charge.

The District reserves the right to decide if alternates are equal and satisfy the District's needs. Alternate offer must include a listing of all areas where the item offered varies from the item specified; the manufacturer's name, catalog literature, and detailed specifications on the item offered. Failure to include the required information on alternate offer may result in the offer being rejected as non-responsive. The decision of the District as to whether an alternate or substitution is in fact "equal" shall be final.

Scope: Provide a detailed FFE cost proposal as requested by RESD#2 for all STEM FFE as outlined in Plans and specifications created by RFD and Orcutt Winslow. Project Manual for the Design/Build Project has also been added as part of the bid documents since many sections apply to this STEM FFE solicitation process. Project Manual Sections applicable to STEM FFE quote include but not limited to the sections as listed below:

- 00 4519 Electronic Data Transfer
- 00 6113 Performance Bond
- 00 6115 Payment Bond
- 01 2613 Contractor's Request for Interpretation (RFI)
- 01 3113 Project Coordination
- 01 3300 Submittal Procedures
- 01 3301 Substitution of Materials or Products
- 01 4500 Quality Control
- 01 6000 Product Requirements
- 01 7329 Cutting and Patching
- 01 7500 Starting and Adjusting
- 01 7700 Closeout Procedures

DIVISION 22 as applicable
 DIVISION 23 as applicable
 DIVISION 26 as applicable

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 SPECIFICATIONS/SCOPE OF WORK		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 29 of 39	

FFE Vendor is expected to fully coordinate work with the entire Design/Build Team including Architecture/Engineering/Construction Team, Owner and Owner's Representatives.

Summary for FFE Procurement of STEM Furniture

1. District to reach out and send out Solicitation Documents to FFE Companies experienced in dealing with school districts and similar projects.
2. District to request from the potential Furniture Vendors a FFE Proposal for all STEM Furniture
3. District will be requesting a **Performance and Payment Bonds** after selection of successful Vendor. Bonds are due 2 weeks after purchase order has been issued.
4. District to Review all proposals for compliance with Plans and Specs
5. District to negotiate best and final offer and issue Purchase Order
6. Furniture Vendor to provide schedule for Order/Delivery/Installation including items below:
 - A. Provide a detailed schedule for Ordering/Delivery Installation for all STEM FFE at 1st level and 2nd level listed by room number. Room numbers per provided plans. Schedule tasks to include: Shop Drawing Creation and Delivery to Owner/Architect for Review, Shop Drawing Review and Approval Allowed Time, Fabrication, Delivery, Installation, Punch List, Final Completion, Closeout.
 - B. District to verify final completion including all furniture items delivered, installed and in full working condition by **June 30, 2016**. The District set date is not negotiable for final completion of delivery and installation.

Additional Requirements


District Stakeholders will review all submitted price proposals. Selection of the successful Vendor will be based on the evaluation criteria listed on page 21 that includes quality of product, ability to meet spatial and design requirements, product availability, and ability to meet the non-negotiable completion date.

Any furniture for the rooms listed below must **not** be included as part of your price quote. In other words, do not provide pricing or include furniture in the rooms listed below:

Rooms to be EXCLUDED from your proposal	Room Number (s)	COMMENTS
Teacher Work Room	158	Excluded from Price Quote
Teacher Work Room	160	Excluded from Price Quote
Teacher Work Room	245	Excluded from Price Quote
Teacher Work Room	249	Excluded from Price Quote
Teacher Work Room	218	Excluded from Price Quote
Teacher Work Room	220	Excluded from Price Quote

All Ducted and Ductless Hoods are to be priced separate on the proposals and listed by Room.

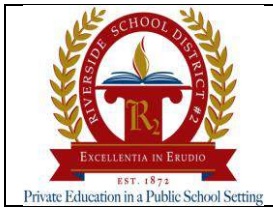
END OF THIS SECTION

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 OFFER COST FORM		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 30 of 39	

I/We, the undersigned, propose to provide the service necessary for the specifications/ scope of work. *(Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)*

I/We further declare that I/we have carefully read and examined all information to the referenced Invitation for Bid. I/We agree to comply with the Districts rules, regulations and policies.

Name of Company	Date Signed			
Authorized Signature/Local Representative	Telephone/Fax Number			
Type Name and Position Held with Company	E-Mail Address			
Mailing Address	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">City</td> <td style="width: 20%;">State</td> <td style="width: 20%;">Zip</td> </tr> </table>	City	State	Zip
City	State	Zip		



**RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2
PERFORMANCE EVALUATION SURVEY**

RFP: 16-006-16
PROJECT: STEM FURNITURE

Page 32
of
39

Purchasing Office
1414 South 51st Ave
Phoenix, AZ 85043
602-477-8900

Top portion is to be completed by the Offeror. Bottom portion is to be completed by the past/present clients.

TO THE ATTENTION OF : NAME OF CLIENT'S COMPANY: PHONE: COMPANY BEING SURVEYED: SUBJECT: REQUEST FOR PROPOSAL NO. 16-006-16

To Whom It May Concern:

Peoria Unified School District has implemented a process that collects past information on vendors. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above firm.

The company listed above has chosen to participate in this solicitation. They have listed you as a past or present client that they have provided services for. Both the company and Peoria Unified School District would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please evaluate the Performance of the vendor (10 means- you are Always satisfied and have no question about hiring them again, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied and would never hire them again because of very poor performance). If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	Criteria	Unit	SCORE
1	Ability to Manage Cost	(1-10)	
2	Quality of Product/Services	(1-10)	
3	Quality of Customer Service	(1-10)	
4	Ability to Maintain Deliver/Install/Completion Schedule	(1-10)	
5	Ability to Provide a Timely Response on Any Issues	(1-10)	
6	Close Out Process (invoicing, no unexpected fees)	(1-10)	
7	Communication	(1-10)	
8	Ability to Follow Rules, Regulations and Requirements	(1-10)	
9	Overall Customer Satisfaction Based on Performance (comfort level in using vendor again)	(1-10)	
		TOTAL POINTS	

Thank you for your time and effort in assisting the vendor in this important endeavor. Please fax this questionnaire to Riverside Elementary School District at (602)272-8378 or email to zgray@riverside.k12.az.us by **December 8, 2015, 2:00 p.m.**

Signature

Date

Printed Name (Company being Surveyed)

Title



**RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2
OFFER AND ACCEPTANCE FORM**

RFP: 16-006-16
PROJECT: STEM FURNITURE

Page 33
of
39

Purchasing Office
1414 South 51st Ave
Phoenix, AZ 85043
602-477-8900

OFFER

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Federal Employer Identification No. _____

Name: _____

Phone: _____

Fax: _____

Tax Rate: _____% Email: _____

Fax: _____

Company _____

Signature of Person Authorized to Sign Offer

Printed Name

Name

Address

Title

City

State

Zip

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.

ACCEPTANCE


The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the Littleton Elementary School District #2.

This contract shall henceforth be referred to as Contract No 16-006-16 STEM Furniture

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

Awarded this ____ day of _____ 2016

AUTHORIZED SIGNATURE OF DISTRICT

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 DEVIATIONS AND EXCEPTIONS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 34 of 39	

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document.

Exceptions (mark one):

_____ No exceptions


_____ Exceptions taken (describe –attach additional pages if needed)

Refer to the Project Manual Section 01-3301 Substitution of Materials or Products

The Undersigned hereby acknowledges that there are *no deviations/exceptions* to this solicitation:

Firm

Authorized Signature

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 CONFIDENTIAL/PROPRIETARY SUBMITTALS		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 35 of 39	


Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer

_____ Confidential/Proprietary materials included. Offeror shall specifically identify below the section and page number(s) of the confidential/proprietary information as well as include a statement advising the School District of why the information shall not be disclosed. Please note that identification in this section does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the District. The District will not consider an entire offer or pricing as confidential or proprietary information. District shall inform Offeror in writing of their determination.

_____ Firm

_____ Authorized Signature

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 AMENDMENT ACKNOWLEDGEMENT		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: 16-006-16 PROJECT: STEM FURNITURE	Page 36 of 39	

This page is used to acknowledge any and all amendments that might be issued. Any amendment issued within three days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the amendment into consideration when providing your complete response.

Please sign and date

AMENDMENT NO. 1 Acknowledgement _____
Signature Date

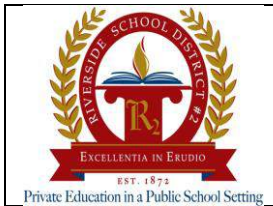
AMENDMENT NO. 2 Acknowledgement _____
Signature Date

AMENDMENT NO. 3 Acknowledgement _____
Signature Date

If no amendments were issued, indicate below, sign the form and return with your response.

 Firm

 Authorized Signature Date



**RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2
NON-COLUSION AFFIDAVIT**

RFP: 16-006-16
PROJECT: STEM FURNITURE

Page 37
of
39

Purchasing Office
1414 South 51st Ave
Phoenix, AZ 85043
602-477-8900

State of Arizona)
)
County of) ss.

_____, affiant,

the _____

(Title)

(Contractor/Offeror)

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

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

Authorized to Sign

Title


Subscribed and sworn to before me

this _____ day of _____, 20_____

Signature of Notary Public in and for the

State of _____

County of _____

	RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2 FAMILIAL RELATIONSHIP FORM		Purchasing Office 1414 South 51 st Ave Phoenix, AZ 85043 602-477-8900
	RFP: PROJECT:	Page 38 of 39	

All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship, *aka conflict of interest*, which exists between the owner or any employee of the Offeror and any member of the Governing Board of the Riverside Elementary School District #2 or any employee of the Riverside Elementary School District #2.

The undersigned, the owner or authorized officer of _____ (the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, hereby represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of the Riverside Elementary School District #2 or any employee of Riverside Elementary School District #2. If such a relationship exists, provide an explanation:

(Signature of Person Authorized to Sign Offer)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 2016 _____

Signature of Notary Public in and for the

State of _____

County of _____



RIVERSIDE ELEMENTARY SCHOOL DISTRICT #2
I.R.S. W-9 FORM

RFP: 16-006-16
PROJECT: STEM FURNITURE

Page 39
of
39

Purchasing Office
1414 South 51st Ave
Phoenix, AZ 85043
602-477-8900

Form W-9
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Business name/disregarded entity name, if different from above
Check appropriate box for federal tax classification:
Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)
Other (see instructions)
Address (number, street, and apt. or suite no.)
City, state, and ZIP code
List account number(s) here (optional)
Requester's name and address (optional)
Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.
Social security number
Employer identification number

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.
Sign Here Signature of U.S. person Date

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.
Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.