



RFP 17-004-5

ABSENCE MANAGEMENT, APPLICANT TRACKING & HR MANAGEMENT, EMPLOYEE PERFORMANCE EVALUATION, PROFESSIONAL DEVELOPMENT SYSTEMS

As a receipt for this document please print, sign and fax or email this page only to:

GINA DAVIS, Purchasing Services

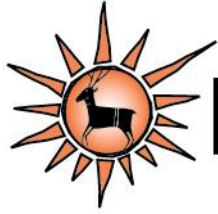
Deer Valley Unified School District

Fax: 623-445-5180

gina.davis@dvusd.org

Fax cover page not necessary.

_____ Signature	_____ Printed Name	_____ E-Mail address
_____ Company Name	_____ Date	
_____ Company Address		
_____ Telephone Number	_____ Fax Number	



DEER VALLEY *Unified School District*

**PURCHASING SERVICES
21421 NORTH 21st AVENUE
PHOENIX, ARIZONA 85027**

REQUEST FOR PROPOSAL

RFP NO. 17-004-5

FOR

- I. ABSENCE MANAGEMENT SYSTEM**
- II. APPLICANT TRACKING AND HR MANAGEMENT SYSTEM**
- III. EMPLOYEE PERFORMANCE EVALUATION SYSTEM**
- IV. PROFESSIONAL DEVELOPMENT SYSTEM**

PROPOSAL DUE DATE AND TIME:

January 27, 2017 @ 11:00AM

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RETURN ALL ITEMS IN BOLD PRINT ABOVE WITH YOUR OFFER

DEER VALLEY UNIFIED SCHOOL DISTRICT NO 97

**PURCHASING SERVICES
21421 NORTH 21ST AVENUE
PHOENIX, ARIZONA 85027**

(RFP) #17-004-5

ABSENCE MANAGEMENT, APPLICANT TRACKING & HR MANAGEMENT, EMPLOYEE PERFORMANCE EVALUATION, PROFESSIONAL DEVELOPMENT SYSTEMS

Proposal Due Date: **January 27, 2017 Time: 11:00 A.M.**

Deer Valley Unified School District No. 97 requests proposals from qualified vendors for a **ABSENCE MANAGEMENT, APPLICANT TRACKING & HR MANAGEMENT, EMPLOYEE PERFORMANCE EVALUATION and PROFESSIONAL DEVELOPMENT** systems. Proposals received by the correct time and date will be opened, and the name of each offeror will be publicly read. Proposals must be in the actual possession of the District on or prior to the exact time and date indicated above. The clock in the Purchasing Services Department shall be the official clock.

Late proposals will not be considered unless the proposal:

1. Is received before contract award at the location designated for receipt of proposals in the Request for Proposals, and
2. Would have been received on time but for the action or inaction of school district personnel.

The proposal must be submitted in a sealed envelope to the above address marked "Request for Proposal", and the offeror's name and address must be clearly indicated on the envelope. The proposal must be completed in ink or typewritten, an original (Marked as "Original") and nine (9) copies (Marked as "Copy"), plus one (1) CD copy must be submitted by **11:00 A.M. (local time), January 27, 2017, to Gina Davis, Purchasing Buyer, Deer Valley Unified School District #97, Purchasing Services, 21421 North 21st Avenue, Phoenix, AZ 85027.** Additional instructions for preparing the proposal are provided in the Request for Proposal. You are encouraged to read this entire Request for Proposal document.

Questions regarding this RFP should be submitted via e-mail to Gina Davis, Purchasing Buyer at gina.davis@dvusd.org by 2:00 p.m., January 12, 2017.

IF NECESSARY, AN AMENDMENT TO ADDRESS YOUR QUESTIONS WILL BE ISSUED and posted on the District website by 2:00 PM, January 18, 2017. It is the vendor's responsibility to check the DVUSD webpage for amendment. The District will not mail notice of amendment.

Gina Davis, Buyer
Purchasing Services

CALENDAR OF EVENTS

1. All questions from offerors shall be emailed to gina.davis@dvusd.org by 2:00 P.M MST January 12, 2017.
2. If necessary, the final amendment addressing offeror's questions will be posted on the District website by 2:00 P.M MST, January 18, 2017. It is very important to check for the final amendment.
3. Sealed proposals will be received until 11:00 a.m. local time, on January 27, 2017.
4. The District anticipates that Offers will be evaluated the week of January 30-31. Please have staff available at that time to respond to questions by telephone.
5. If the District finds it necessary or in its best interest it may invite finalists to meetings for the purpose of clarification of their proposals and/or product presentations. Such meetings could be requested to be held as early as February 6, 2017.
6. If the District so chooses, it may issue a Request for a Best and Final Offer (BAFO) from the finalists on February 17, 2017.
7. If the District issues a request for Best and Final Offer (BAFO) from finalists, we anticipate they will be due back to the District by 2:00 P.M MST, February 24, 2017.
8. The District anticipates that the recommendation for award will be approved at the March 28, 2017 Governing Board Meeting.
9. It may be necessary to complete implementation of any new products in phases, beginning with FY 2017/18.

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

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

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

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires 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 inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.

- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's Preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.

- H. Federal Excise Tax. School Districts/public entities are exempt from 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 Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform General Terms and Conditions;
 - 3. Statement of Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Special Instructions to Offerors; and
 - 8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. **Submission of Offer**

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

2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

5. Evaluation

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all offers or portions thereof; or
 3. Cancel a solicitation.

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, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

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, **Ramona Reid, Purchasing Manager**. A protest of a Solicitation shall be received by the District Representative before the Offer due

date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

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

UNIFORM GENERAL TERMS AND CONDITIONS

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

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

2. Contract Interpretation

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

4. Specifications;
5. Attachments;
6. Exhibits;
7. Documents Referenced in the Solicitation;

- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplies under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

4. **Costs and Payments**

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

5. **Contract Changes**

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

6. **Risk and Liability**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
- c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

7. **Warranties**

A. Liens. The Contractor warrants that the materials supplies under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:

- a. Of a quality to pass without objection in the trade under the Contract description;
- b. Fit for the intended purposes for which the materials or services are used;
- c. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
- d. Adequately contained, packaged and marked as the Contract may require; and

- e. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **School District's Contractual Remedies**

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 - 1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's

nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. Contract Termination

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

10. Contract Claims

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

11. Gift Policy

Deer Valley Unified School District will accept no gifts, gratuities or advertising products from vendors. The District may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

12. **Offshore Performance**

Due to security and identity protection concerns, direct services under this 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 State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

13. **Contractor’s Employment Eligibility**

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

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

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

14. **Terrorism County Divestments**

Per A.R.S. 35-391, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

15. **Fingerprint Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

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

16. **Clarifications/Discussions**

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

17. **Confidential Information**

Confidential information request: If bidder believes that its bid contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District/Public Entity of this fact shall accompany the bid, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the

statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform bidder in writing of such determination.

Pricing: The District will not consider pricing to be confidential or proprietary.

Public record: All bids submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Manager at Deer Valley Unified School District, Purchasing Services, 21421 N. 21st Avenue, Phoenix, AZ 85027 by appointment.

GENERAL INFORMATION

The Deer Valley Unified School District consists of 30 elementary schools, three middle schools, five high schools, and one alternative school, serving approximately 36,000 students.

The District operates on a July 1 to June 30 fiscal year and currently employ approximately 3,950.

CONTRACT & AWARD INFORMATION

A. Type & Term of Contract

It is the intent of the District to award a multi-term contract to least number of firms with the ability to provide the requested systems in this RFP, with the contract beginning after Governing Board Award with optional annual renewal up to four additional years.

B. Award Basis

The successful offeror(s) will be determined by the specified evaluation criteria using the specifications/requirements and answers to the questionnaires for **each component** of the RFP, including proposals submitting combined component costs. Award will not be made based on price alone; however, it is a factor.

C. Price Clauses

Prices shall be firm for the term of the contract(s). Prices as stated must be complete for the products & services offered and shall include all associated costs, including delivery. DO NOT include sales tax on any item in the Proposal.

D. Contract

The contract(s) shall be based upon the solicitation issued by the District and the offer submitted by the Offeror in response to the solicitation. The offer shall substantially conform to the invitation, instructions, terms, conditions, specifications and other requirements set forth within the text of the solicitation. The District reserves the right to contractual terms with the concurrence of the Offeror, however, any substantial non-conformity in the offer shall be deemed non-responsive and the offer rejected. The contract(s) shall contain the entire agreement between the District and the Offeror relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

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

Non-performance of contract will be considered sufficient cause for the District to cancel the contract. Non-performance includes but is not restricted to failure of the offeror to complete the

contract in the time specified. Cancellation for non-performance may result in removal of the offerors name from the District's supplier list.

E. Examination of Records

As a successful offeror, your firm agrees that any duly authorized representatives from the District may at any time during the term of this contract, have access to and the right to examine any directly pertinent books, documents, invoices, papers and records of contracts involving transactions related to this contract.

F. Delivery of Services

Services must be received within times agreed to by the District and the Offeror. Decisions to compliance with contract services and times will be made by the District and shall be final.

G. Billing

All billing notices must be sent to the District's accounts payable department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued will refer to the solicitation number.

H. 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 contract, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming the Deer Valley Unified School District #97 as an additional insured party.

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

I. Inquiries

All questions related to this Solicitation shall be in writing and emailed to Gina Davis, gina.davis@dvusd.org. Offerors shall not contact or ask question of the school or department for which this requirement is being procured. All inquiries shall be made by 2:00 PM January 12, 2017. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions will be addressed via Amendment posted on the District webpage beginning January 18, 2017.

J. Documents Referenced

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

1. Arizona Revised Statutes (A.R.S.) Title 15 can be found at:
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?>

2. The Arizona School District Procurement Rules in the Arizona Administrative Code are available at: https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf

3. U.S.F.R. Compliance is available at:
<https://www.azauditor.gov/sites/default/files/USFR092016.pdf>

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

PURPOSE

The intent of this Request for Proposal (RFP) is for Deer Valley Unified School District to procure a five year contract(s) to furnish, implement and provide on-going support for the following software systems:

- I. **Absense Management System** (the District currently uses AESOP)
- II. **Applicant Tracking and HR Management System** (the District currently uses WinOcular)
- III. **Employee Performance Evaluation System** (the District currently uses OASYS)
- IV. **Professional Development Management System** (the District currently uses MLP)

Where applicable, integration with these additional systems currently used by the District is highly preferred:

1. KRONOS
2. iVisions
3. Zero Risk
4. TeacherFit

Conversion between any new system(s) with all new systems as well as existing systems is essential. The successful firm(s) will be expected to provide:

1. Onsite implementation representative(s) during set up and implementation phases.
2. Ongoing support after implementation through help desk, live chats, emails, specific assigned company representative via telephone.

Deer Valley Unified School District desires a scenario whereby integration among all District systems outlined above (new and existing) is possible at this time.

I. ABSENCE MANAGEMENT SPECIFICATIONS

Purpose

The District is looking to enter into a five year contract for a fully automated Absence Management software system which is equal or consistent to the functionality of the current system.

1. Employee Absence Reporting
 2. Substitute Placement
 3. Substitute Notification
 4. Data Analysis Reporting
 5. Available to employees and substitutes via:
 - a. Interactive Voice Response (telephone) and
 - b. Internet browser that will successfully integrate with various District systems
- A. The Absence Management System must integrate with the District's current use of KRONOS and i-Visions. The District highly prefers that any new Absences Management System also integrate with the systems selected as a result of this RFP (Applicant Tracking & HR Management, Employee Performance Evaluation, and Professional Development systems).
- C. The system must provide at minimum the functionalities listed below. These functionalities are not meant to limit or restrict any software or system, but rather help the offeror understand the District's current needs:
1. Reports employee absences
 2. Selects the most desirable and available substitute
 3. Notify and assign substitutes
 4. Recording and reporting of system activities
 5. Provides reports on the status of absence assignments
 6. Provide workflow avenue for approval/non-approval or employee absences

Minimum Requirements

As outlined above, the District seeks a fully automated employee absence management and substitute notification system that provides at minimum, the functionalities listed below. These functionalities are not meant to limit or restrict any software or system, but rather help the offeror understand the District's current needs.

- A. Overall Functionality
1. Be easy to use and require minimal operator involvement
 2. Ability to accept calls from each employee group to track attendance
 3. Calendar function to designate days students are not in attendance and substitutes are not required
 4. The ability to set up calling methods, items, dates, and block substitute calling on holidays shall be provided
 5. Enforce security of information and prevent unauthorized access to the system
 6. Central operations personnel shall be able to search and view all substitute information in multiple search orders

7. Allow maintenance of data through self-contained interactive updating procedures
8. System to provide notification of system failure to designated contact person
9. The system should retain data for multiple years and allow reporting across years
10. The system must be designed to manage complex schedules for both certified and classified employee within a school division for absence reporting and substitute placement. The monitoring of hours/days worked shall be in compliance with Affordable Care Act (ACA).
11. Administrator, employee and substitute has access to the system via telephone and Internet.
12. The system should have importing, exporting and automatic syncing opportunities with other Human Resource related systems.

B. Absence Creation

1. Record teacher's reasons for absence
2. Provide the teacher a means for leaving a message for the substitute assigned.
3. Search for an appropriate substitute using their name or a priority scheme.
4. Ability to default to "no sub required" by employee or site.
5. Allow for choosing a specific substitute.
6. Allow for teacher to be absent a full day but only request half day substitute for specific hours.
7. Ability for changes to be made on a job already created.
8. Ability to attach documents to a job (i.e. sub plans and other notes).

C. Substitutes

1. Automatically contact through a variety of mediums the selected substitutes with offer jobs.
2. Permit the called substitute to accept or reject the job.
3. Maintain a record of substitute's responses to job offers.
4. Permit substitutes to change their phone numbers to route calls to alternate telephones.
5. Track the reason why a substitute cancelled a previously accepted job.
6. Maintain history of substitute assignments to provide information for payroll that tracks the following:
 - a. Track consecutive sub days with the same job number, which pays a higher rate of pay after 21 consecutive days.
 - b. Track long-term sub days even if job number is different by allowing the Substitute Coordinator to connect different job numbers as one "long-term sub assignment"
 - c. Track 120 days at one school site.

D. Administrators

1. Provide status information about absences and substitutes assignments to school administrator.
2. Site administrators shall be restricted to their own site.
3. Site Administrators shall be able to create absences, assign substitutes, and review past, present, and future information anywhere Internet is available.
4. Site administrators shall be able to manager a list of substitutes who will work at their location, including priority calling information.

E. Reporting and Tracking

1. Ability to provide user-defined reports of activity to include absences by leave categories, by days of the week, by specific date range, and be able to sort by employee group and locations codes. Allows these

reports to be exported into Microsoft Excel. The system allows for administration to access reports from previous years (history).

2. Employee absence reasons and balances shall be tracked by the software.
3. Absences for multiple days and partial days shall be allowed and tracked.
4. Multiple absences for a single day shall be allowed and tracked.
5. The system shall be able to track assigned account codes for absence reasons up to a length of 28 total characters.
6. Ability for voice or text messages, records by the employee as instructions for the substitute, and played or displayed for the substitute.
7. Reports shall be able to be run without interruption of other operations and system functions.
8. Substitute reporting for the purpose of documenting information applicable to unemployment claims shall be provided.

Offerors must submit answers to the Questionnaire AND Cost Proposal Forms

Pages 33-36

II. APPLICANT TRACKING AND HR MANAGEMENT SPECIFICATIONS

Purpose

The District is looking to enter into a five year contract for a fully automated Applicant Tracking software system. The District highly prefers that any new Applicant Tracking and HR Management software system also integrate with the systems selected as a result of this RFP (Absence Management, Employee Performance Evaluation, and Professional Development Systems).

Minimum Requirements

- A. The system must be available for applicants and employees via telephone, internet browser and provide at minimum the functionalities listed below. These functionalities are not meant to limit or restrict any software or system, but rather help the offeror understand the District's current needs.
1. Electronic capabilities for applicants to complete application form, submit emails for electronic references, and upload required documents requested by District.
 2. Applicant tracking system must link to applicant screener systems Zero Risk and TeacherFit).
 3. Capability for employee who currently has profile to create applicant profile for different category type (ex. Classified, Certified, Administrative, Exempt).
 4. Ability to partner and interface with social media sites.
 5. Ability to identify applicant by unique personal identification number.
 6. Ability to search for applicants utilizing various search fields such as vacancy by location, skills and category.
 7. Links to i-Visions via unique employee identification number
 8. Auto-fill (data transfer) capabilities from applicant system to i-Visions.
 9. Ability to email from the applicant system.
 10. Capability to electronically send and receive onboarding documents with automated function to place into applicant's personnel record.
 11. Ability to embed links to required orientation documents with capability of receipt of document.
 12. Functionality to scan paper documents into personnel records.
 13. Provide for various security levels for District personnel.
 14. Ability to determine specific workflow avenues and viewing capability access between HR and campuses/departments.
 15. Automated process for deactivation of applications with no activity within a specified timeframe.
 16. System has electronic personnel record housing available.
 17. Automated tracking of employee movement into specific jobs and titles.
 18. Be easy to use and require minimal operator involvement.
 19. Enforce security of information and prevent unauthorized access to the system.
 20. Allows maintenance of data through self-contained interactive updating procedures.
 21. System to provide notification of system failure to designated contact person/s.
 22. System should retain annual data, all years past and current years of data must be accessible for multiple years and allow reporting across years.
 23. Applicant support line (user name and login assistance), and help tutorials.
 24. Functionality to flag specific types of applications to be released by HR prior to viewing capability to anyone in District (testimony, ASRS, etc.).

25. Capability to identify and code certain fields and documents as required.
26. Ability for Recruitment Requests to be electronically generated by campus/department level with approval from HR.
27. Associate applicant information to recruitment request, job posting number, and personnel action request.
28. Automated job posting closing function upon recommend for hire, ability to reopen if necessary.
29. Identification of a held applicant by campus/department and hide applicant from other recruiters.
30. Ability to link job postings to job descriptions.
31. Ability to create a two-way workflow that allows for any action (ex. hire, reassignment, transfer) to an employee record to be routed between senders and receivers and ultimately filed in personnel record.
32. System capability of multiple routing queues and internal functionality to manage.
33. Drop down selections criteria available.
34. Ability to cancel actions if necessary.
35. Change log, date stamp functionality.
36. Capable to view employee job history.
37. Capability to create custom reports and run pre-built reports.
38. Ability to create forms.
39. Ability to sync data across multiple systems.
40. Must be able to integrate with the District's current use of KRONOS and i-Visions.

Offerors must submit answers to the Questionnaire AND Cost Proposal Forms

Pages 37-42

III. EMPLOYEE PERFORMANCE EVALUATION SPECIFICATIONS

Purpose

The District is looking to enter into a five year contract for a fully automated Employee Performance Evaluation software system which is equal or consistent to the functionality of the current system. The District highly prefers that any new Applicant Tracking and HR Management software system also integrate with the systems selected as a result of this RFP (Absence Management, Employee Performance Evaluation, and Professional Development Systems).

Minimum Requirements

- A. The District seeks a fully automated, uniform Employee Performance Evaluation software system that provides at minimum, the functionalities listed below. These functionalities are not meant to limit or restrict any software or system, but rather help the offeror understand the District's current needs.
- B. System must:
1. Be solidly research-based and field tested
 2. Include measures of student progress
 3. Be all inclusive (evaluation instrument, data management and professional development components)
 4. Customizable to District needs
 5. Allow for expanded evaluation types and employee groups
 6. Interfaces with current selected Absense Management software system
 7. Provide adequate support for implementation
 8. Generate customized reports
 9. Provide District technical support, initial set-up and training
 10. Cost sustainable
 11. Must be able to integrate with the District's current use of KRONOS and i-Visions.
 12. Be a uniform evaluation system for all District employees that is research-based, aligns with the Arizona State Framework for Measuring Educator Effectiveness, and the In TASC Model Core Teaching Standards and ISLLC Standards.
- C. Evaluation Component requirements:
1. Instrument has a simplified set of performance standards.
 2. Student performance data component.
 3. Differentiated for support staff.
 4. Support staff rubrics (i.e. nurses, psychologists, librarian, etc.)
 5. Student (*School Student*) survey component
 6. Teacher (*School Classroom Teacher*) reflection component
 7. Comprehensive evaluation handbooks
 8. Supports continuous improvement
 9. Inter-rater reliability training
 10. Instrument and scoring training
 11. Professional growth tied to evaluation ratings
 12. Electronic platform for data management and professional growth components

D. Data Management Component requirements:

1. Professional development resources available.
2. Capability to upload artifacts.
3. Evaluation weighting calculations.
4. Final score calculation based on evaluation score and multi-data sources.
5. Capability to add additional employee group evaluations.
6. Customizable data management tools.
7. Interfaces with selected Absence Management software system.
8. Customer service/support.
9. Multi-report capability (flexible)
 - a. Heat graph for rubric use
 - b. Growth report
 - c. Customizable via filtering, sorting, and use of various views
10. Features required include:
 - a. Training materials.
 - b. Diagnostics: Student learning objectives/goal setting
 - c. Customizable indicators, forms, scoring calculations, rubrics.
 - d. Documentation log (modified portfolio for submitting).
 - e. Performance improvement plans.
 - f. Articulates with Groupwise to calendar appointments.
 - g. A way to record comments – organize, revise, insert into observation form.
 - h. Click-able rubrics in summative form.
 - i. Integrated PD management system.
 - j. Variety of reports.
 - k. High percentage of system up time

Offerors must submit answers to the Questionnaire AND Cost Proposal Forms

Pages 43-46

IV. PROFESSIONAL DEVELOPMENT MANAGEMENT SPECIFICATIONS

Purpose

The District is looking to enter into a five year contract for a fully automated Professional Development software management system which is equal or consistent to the functionality of the current system.

Minimum Requirements

The District seeks a Professional Development software management system that provides a systemic process of managing and tracking employee professional development procedures and data. The District highly prefers that any new Applicant Tracking and HR Management software system also integrate with the systems selected as a result of this RFP (Absence Management, Employee Performance Evaluation, and Professional Development Systems).

- A. The system must provide at a minimum, the functionalities listed below. These functionalities are not meant to limit or restrict any software or system, but rather help the offeror understand the District's current needs.
- B. The District desires a system that will:
 - 1. Reduce confusion of employees by providing them with a catalog of professional development opportunities.
 - 2. Provide a central location to properly inform, register, and monitor participants.
 - 3. Efficiently use facilitator time.
 - 4. Must be able to integrate with the District's current use of KRONOS and i-Visio

Required features:

C. Registration Component

- 1. Online registration. Employee should be able to self enroll and un-enroll.
- 2. Assignment of instructor and room.
- 3. Setting minimum and maximum course sizes.
- 4. Screening of applicants. Specifically, we want to be able to screen DVUSD employees who may attempt to sign up for courses/workshops. Our intent is to place DVUSD applicants on a waiting list.
- 5. We also want to be able to screen applicants to be sure that they have the required pre-requisites.
- 6. Assignment of pre-requisites for courses/workshops.
- 7. Ability to determine break-even costs for courses and to offer/not offer courses based upon whether or not course/workshop costs can be recouped.
- 8. Ability to provide passwords and user IDs to users who may have forgotten this information.
- 9. Online payment processing that is compatible which will provide payment reports.
- 10. Capacity to attach documents to registration forms.
- 11. Capacity to verify scheduling conflicts between courses.
- 12. Ability to set up and manage break-out sessions for in-house conference.
- 13. Ability to generate a waiting list when course has reached maximum enrollment and automatically enroll from waiting list when spots open up and notify participants

D. Calendar Component

1. Typical Microsoft Exchange Calendar functions, especially notification functions for classes, meetings, etc.,
2. Listings of courses and workshops indicating dates on which they are offered, times, costs, location, brief descriptions, etc.
3. Alert course creator to scheduling conflicts with registering employees

E. Communication Component

1. Ability to e-mail class participants.
2. Ability to e-mail all people in DVUSD data base.
3. Ability to e-mail selected subgroups.
4. Ability to conduct blogs, chats, wikis, etc..
5. Notify employees of new courses and when registration opens for a new course.

F. Resource Library Component

5. Ability to host resources for classes as well as hyperlinks to standard CTE references and sites

G. Reports Component

1. Course and activity reports.
2. Cost analysis reports by course/workshop ad overall.
3. Student lists.
4. Instructor lists.
5. Course Lists.
6. Course data bank.
7. Course section totals.
8. Course waiting lists.
9. Attendance.
10. Grades.
11. Student ability to access their records.
12. Ability to generate course/workshop completion certificates.
13. Reports available at different levels i.e. instructor, principal, HR.

H. Training and Support

1. Initial training for District administrators and staff.
2. Follow-up training for new users.
3. Ongoing technical support with 24 hour turn around.
4. Ongoing update and upgrades.
5. Web-based training/tutorial for follow-up/new employees

I. Survey Component

6. Ability to generate and issue surveys to selected users

Offerors must submit answers to the Questionnaire AND Cost Proposal Forms

Pages 47-53

V. TECHNICAL SYSTEMS, SECURITY, SUPPORT & MAINTENANCE

Minimum Requirements

- A. Ability to host a professional system as per current industry standards for security and encryption on vendor's server.
- B. A secure encrypted method for transmission of data to and from the District and the hosted site.
- C. An import process for staff data that follows an industry standard file format.
- D. A process that can be automated.
- E. Ability to import data daily (at a minimum).
- F. Ability to export all data to a District owned data warehousing system in an industry standard format.
- G. Provide full access to all database tables along with database schemes and provide multiple levels of administrative access and control is preferred.
- H. Virus protection.
- I. Back up services and protection.
- J. Proposer must provide extensive documentation regarding the practices and industry standards used to protect data confidentiality.
- K. Single sign-on.
- L. Compatible with mobile devices.
- M. Ensurance that the data in the system belongs to DVUSD and may only be used by DVUSD.
- N. Security measures as outlined in the Technical Requirement Questionnaire (page 28).
- O. Support and maintenance requirements as outlined in the Technical Requirement Questionnaire (page 32)

Offerors must submit answers to the Questionnaire on Pages 54-59

I. ABSENCE MANAGEMENT SYSTEM

QUESTIONNAIRE

MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL				
Y= Yes, complies, N =No, does not comply, P=Partially complies with exceptions noted				
	Y	N	P	Response
Absence Management System				
a. Describe how your absence system is extensively field tested.				
b. Does the absence system have flexible absence creation? Explain				
c. Does the absence system ability to acknowledgement announcements?				
d. Does the absence system allow one to view all jobs available vs. filled job?				
e. Does the absence system include text to speech service?				
f. Does the absence system allow multi-role access based on login?				
g. Does your absence system have a Mobile App (iOS, Android, Windows)?				
h. Is the absence system accessible on any device (PC,laptop, tablet, telephone)?				
i. Does your system include ability to create analytics reporting?				
j. Does your absence system allow for the District to configure and customize reports quickly)?				
k. Does your system include smart-view dashboards allowing real time reporting of absences and fill rate?				
l. Does implementation of your system provide an onsite team for initial set up online videos, help desk, etc.?				
m. Does your absence system include “Best Match” technology?				
n. Is your system housed through the internet so the District does not have to host a server?				
o. Will your system integrate with KRONOS and iVisions systems?				

MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Y= Yes, complies, N =No, does not comply, P=Partially complies with exceptions noted

p. Does your absence system allow employee to generate leave requests through the system?				
q. Does your absence system have the ability to forecast substitute need for PD days?				
r. Does your absence system allow the District to configure and assign multiple roles?				

I. ABSENCE MANAGEMENT SYSTEM

PROPOSAL COST FORM

One time startup and on-line training fee	\$_____ per unit _____ (description)
	or
	\$_____ flat yearly cost

Annual Administration Fee	\$_____ per unit _____ (description)
	or
	\$_____ flat yearly cost

Annual Subscription Fee	\$_____ per unit _____ (description)
	or
	\$_____ flat yearly cost

Annual Remote Training Fee	\$_____ per unit _____ (description)
	or
	\$_____ flat yearly cost

Remote Installation/Training Fee	\$_____ per unit _____ (description)
	or
	\$_____ flat yearly cost

TOTAL YEAR ONE COST:	\$_____
Based on numbers of certified, classified and administrative employees on page 19	

PROJECTED TOTAL COST OF YEAR TWO:

\$ _____

Based on numbers of certified, classified and administrative employees on page 19

PROJECTED COST OF YEAR THREE AND BEYOND:

If any of the above will increase in subsequent years beyond year two, indicate here the maximum % amount will increase.

_____ % escalation per: _____
(annually, bi-annually, etc)

DESCRIBE ALL ADDITIONAL COSTS NOT INCLUDED ABOVE (Travel, etc.)

DESCRIBE ANY DISCOUNTS YOU MAY OFFER

NOW & IN FUTURE YEARS: _____

NO OFFER: My company does not offer this product/service _____

NO OFFER: Request that District keep my name on vendor list for Educational Consultant Svcs _____

COMPANY NAME: _____ (If not offering only this page needs to be returned)

II. APPLICANT TRACKING & HR MANAGEMENT SYSTEM

QUESTIONNAIRE

MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL				
Y= Yes, complies, N =No, does not comply, P=Partially complies with exceptions noted				
	Y	N	P	Response
Applicant Tracking System				
b. Describe how your system is extensively field tested.				
b. Does your system have the ability for applicants to complete their application electronically, including the submission of electronic references and the ability to upload required documents?				
c. Does your applicant system have the ability to link to an applicant screener?				
d. Does the application system have the ability to create various applicant profiles or categories such as Classified, Certified, and Exempt?				
e. Does your system have the ability to partner and interface with social media sites?				
f. Does the applicant system have the ability to identify an applicant by a unique identification number?				
g. Does your applicant system have the ability to enter the employee identification number once our organization assigns them their employee ID?				
h. Does the system have a search function for applicants using various identifiers?				
i. Does your system link to Tyler Technologies via a unique employee identification number?				
j. Does the system have the capability to transfer applicant information electronically into the Tyler Technologies system?				

MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Y= Yes, complies, N =No, does not comply, P=Partially complies with exceptions noted

k. Is the system able to send emails to the applicant?			
l. Is the system able to send and receive electronic onboarding documents to place into personnel record? Describe.			
m. Does the system have the ability to embed links into orientation documents with capability of receipt of document via electronic signature?			
n. Does the system have the functionality to scan paper documents into personnel record? Describe.			
o. Is the system compatible with all scanners or does it require a specific type? Describe.			
p. Does the system provide for various security levels for District personnel?			
q. Does the system have the ability to determine specific workflow avenues and viewing capabilities access between HR and campuses/departments? Describe.			
r. Does the system have an automated process for the deactivation of applications with no activity within a specified time frame?			
s. Does the system provide for reactivation of a deactivated application if an applicant updates with current information? Describe.			
t. Does the system have the functionality to flag specific types of applications to be released by HR prior to viewing capability by anyone in the District?			
HR Management System			
a. Does the system have the ability to house personnel files or records? Describe.			

MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Y= Yes, complies, N =No, does not comply, P=Partially complies with exceptions noted

b. Does the system have automated tracking of employment movement into specific jobs and or locations? Describe				
c. Is the system easy to use and does it require minimal operator involvement? Describe				
d. Is the system able to enforce security of information and prevent unauthorized access into the system? Describe.				
e. Does the system allow for the maintenance of data through self-contained interactive updating procedures? Describe.				
f. Is the system able to provide notification of system failure to designated system administrators or contact?				
g. Does the system have the ability to retain annual data? Describe.				
h. Does the system have the ability to access all years past and current years of data, and allow reporting across years. Describe.				
i. Does the system have an applicant support line and login assistance for the applicant of employee?				
j. Does the system provide help tutorials for users of the system?				
k. Does the system to capability to code certain fields and documents as required? Describe.				
l. Does the system have the capability for Recruitment Requests to be electronically generated by campus/departments with approve from HR. Describe.				
m. Is the system able to associate applicant information to the Recruitment Request, job posting number, and personnel action request? Describe.				
n. Does the system have the ability for an automated job posting closing function upon recommend for hire and the ability to reopen if necessary? Describe.				
o. Does the system have the ability to				

MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Y= Yes, complies, N =No, does not comply, P=Partially complies with exceptions noted

identify a held applicant by a campus/department and hide applicants from other recruiters? Describe.				
p. Does the system have the ability to link job postings to job descriptions? Describe.				
q. Does the system have the ability for any action? Ex. Hire, Reassignment, Transfer, etc. to an employee record to be routed between senders and receivers and ultimately filed in a personnel record? Describe.				
r. Does the system have the capability of multiple routing queues and internal functionality to manage? Describe.				
s. Does the system have drop down selection criteria capability available?				
t. Does the system have the ability to cancel actions? Describe.				
u. Does the system have a change log date stamp and record of individual that made change?				
v. Does the system have the capability to view employee history? Describe.				
w. Does the system have capability to create custom reports and run prebuilt reports? Describe				
x. Does the system ability to create forms? Describe.				
y. Does the system have the ability to sync data across multiple systems?				
Ongoing Support and Training				
a. How will you provide District and school-based administrators training on the system? Describe.				
b. How will you assist the District in the initial set up and data export into the data management system? Describe.				

II. APPLICANT TRACKING & HR MANAGEMENT SYSTEM

PROPOSAL COST FORM

One time startup and on-line training fee

\$ _____ per unit _____
(description)

or

\$ _____ flat yearly cost

Annual Administration Fee

\$ _____ per unit _____
(description)

or

\$ _____ flat yearly cost

Annual Subscription Fee

\$ _____ per unit _____
(description)

or

\$ _____ flat yearly cost

Annual Remote Training Fee

\$ _____ per unit _____
(description)

or

\$ _____ flat yearly cost

Remote Installation/Training Fee

\$ _____ per unit _____
(description)

or

\$ _____ flat yearly cost

TOTAL YEAR ONE COST:

\$ _____

Based on numbers of certified, classified and administrative employees on page 19

PROJECTED TOTAL COST OF YEAR TWO:

\$_____

Based on numbers of certified, classified and administrative employees on page 19

PROJECTED COST OF YEAR THREE AND BEYOND:

If any of the above will increase in subsequent years beyond year two, indicate here the maximum % amount will increase.

_____ % escalation per: _____
(annually, bi-annually, etc)

DESCRIBE ALL ADDITIONAL COSTS NOT INCLUDED ABOVE (Travel, etc.)

DESCRIBE ANY DISCOUNTS YOU MAY OFFER NOW & IN FUTURE YEARS:

NO OFFER: My company does not offer this product/service: _____

NO OFFER: Request that District keep my name on vendor list for Educational Consultant Svcs _____

COMPANY NAME: _____ (If not offering only this page needs to be returned)

III. PERFORMANCE EVALUATION SYSTEM

QUESTIONNAIRE

MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL				
Y= Yes, complies, N =No, does not comply, P=Partially complies with exceptions noted				
	Y	N	P	Response
Evaluation Component				
a. Describe how your system is research-based and extensively field tested.				
b. Does your system provide for measures of student progress? Describe how.				
c. Is your evaluation instrument customizable to the needs of Deer Valley School District? Describe how.				
d. How will you provide the District and school-based administrators training on the evaluation instrument and process?				
e. How would you provide training on the evaluation instrument as it relates to decision-making and using data within a systems approach to support school and classroom improvement efforts in a continuous improvement system?				
f. How does your evaluation process ensure classroom observation data collection is relevant and measurable?				
g. What reporting functions are available to track evaluation timeline requirements?				
h. What is the differentiation with evaluation, based on Probationary and Tenured? Provide information				
i. Does your system provide for the addition of Support Staff, Administrators and Classified staff?				
j. Does your model provide an instrument for Support Staff? (i.e. PT/OT, nurses, etc)				

MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Y= Yes, complies, N =No, does not comply, P=Partially complies with exceptions noted

k. What customization of evaluations/forms based on groups is available in your system?				
l. What are the levels of access to view evaluations in progress? Describe.				
m. What tools are available to maintain an evaluator’s notes during an observation? Describe				
n. What tools are available to upload attachments/artifacts that are required, or employee wants to attach? Describe				
o. How is professional growth related to the evaluation ratings in your system? Describe				
Data Management Component				
b. How you will provide District and school-based administrators training on the data management system? Describe.				
b. How you will assist the District in the initial set up and data export into the data management system? Describe				
c. What HR systems does your software interface with? Describe				
1. Profile set up and configuration – ability to generate and import from Excel 2. Can completed evaluation go into personnel file in HR Management System (which ones) 3. Can evaluation data be uploaded into iVisions?				

III. PERFORMANCE EVALUATION SYSTEM COMPONENT

PROPOSAL COST FORM

One time startup and on-line training fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

Annual Administration Fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

Annual Subscription Fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

Annual Remote Training Fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

Remote Installation/Training Fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

TOTAL YEAR ONE COST:

\$ _____

Based on numbers of certified, classified and administrative employees on page 19

PROJECTED TOTAL COST OF YEAR TWO:

\$ _____

Based on numbers of certified, classified and administrative employees on page 19

PROJECTED COST OF YEAR THREE AND BEYOND:

If any of the above will increase in subsequent years beyond year two, indicate here the maximum % amount will increase.

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(annually, bi-annually, etc)

DESCRIBE ALL ADDITIONAL COSTS NOT INCLUDED ABOVE (Travel, etc.)

DESCRIBE ANY DISCOUNTS YOU MAY OFFER NOW & IN FUTURE YEARS:

NO OFFER: My company does not offer this product/service _____

NO OFFER: Request that District keep my name on vendor list for Educational Consultant Svcs _____

COMPANY NAME: _____ (If not offering only this page needs to be returned)

**IV. PROFESSIONAL DEVELOPMENT MANAGEMENT SYSTEM
QUESTIONNAIRE**

MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL				
Y= Yes, complies, N =No, does not comply, P=Partially complies with exceptions noted				
	Y	N	P	Response
Training Calendar				
a. Do the on-line course details permit input of the following information: 1. Course title 2. Date 3. Time/duration 4. Location 5. Presenter 6. Target Audience 7. Overview 8. Mandatory courses 9. Participant take away (learnings) 10. Attach required material				.
c. Is there an ability to link required (mandatory) training to a position within the District?				
c. With what HRIS systems can the system interface? List: (attach detailed extra page(s) if required)				
d. Can the hosted system interface with Microsoft Active Directory? Describe.				
Registration				
a. Can the system support different roles such as Administrator, Supervisor, Trainer and User? Where the Administrator administers the system and can manage training related information for everyone, the Supervisor manages a group of users and can manage the records of users reporting to them and the trainer can set up a class and can manage that class and associated data. Please elaborate on roles.				
b. Can administrators create training courses?				
c. Does the product require each				

MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Y= Yes, complies, N =No, does not comply, P=Partially complies with exceptions noted

employee to set up a profile?				
d. What information is required for the profile? List. Attach detailed extra page(s) if required.				
e. Is the profile creation page configurable?				
f. Which roles can create profiles other than the end user or employee?				
g. Can the product create employee profiles from an Excel file? Explain				
h. Can a profile be generated from information contained in the HRIS system?				
i. Can the user/employee register for a course using an online form?				
j. Can the system be configured to allow different courses to be open to different groups within the District? For example, part time employees are not able to attend all training, some training is only available to management etc?				
k. Can the registration require approval from the supervisor before the training seat is allocated?				
l. Can a supervisor register an employee for a training course?				
m. Can the supervisor select multiple employees and register them for a course? How does the system manage class size in this situation?				
n. Once a registration is received will the system generate correspondence to the registrant?				
o. Will the system generate an calendar invite to the registrant, once registration is successful and the training seat is allocated?				
p. Once the registration is received can the system be configured to generate a correspondence to the registrant's supervisor based on the course?				
Course Management Component				
a. Will the system automatically				

MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Y= Yes, complies, N =No, does not comply, P=Partially complies with exceptions noted

generate an attendance list?				
c. Will the system have the ability for the training administrator to view the attendance list prior the training course?				
d. Can the class size be limited and will the system enforce the size?				
e. Once the class is full will the system automatically change the status to full on the training calendar?				
f. Does the system have the capability to limit registration to a capped value that is not the class size? Is this configurable to be the same as the class size?				
g. Will the system generate a wait list once the attendance cap or class size has been reached?				
h. Can employees de-register once they have registered for a training course?				
i. Will de-registration generate an calendar cancellation?				
j. Will the system automatically select a registrant from the wait list and populate them in the attendance list? Are there overrides possible?				
k. Can the training administrator put a deadline for registrant's to de-register?				
l. Will the system send out a meeting cancellation to remove the training from the user's calendar if the training is cancelled				
Administration				
a. Can employee jobs be linked to mandatory training?				
b. Are there fields that the training administrator can complete that are not posted on the training calendar?				
c. Can the training administrator change the details of the training course once it has received registrants e.g. change in room location or class size?				
d. If changes are made to the				

MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

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training course after registrants have been submitted, will the system automatically generate correspondence to the registrant advising them of the change?				
e. Can the trainer/administrator choose not to send the correspondence (e.g. if the changes are small)?				
f. Can the system differentiate between administrators and internal instructors? Can internal instructors view only those who have registered for the course(s) that they are leading?				
g. Can Depts. add course/workshop/conference information into the system that does not require employees to register in order to capture the course details and the employee(s) who attended (specifically tracking courses that aren't offered by the District)?				
h. Does the system track training costs per registrant?				
i. Can we input and track other costs i.e. food, room rentals?				
j. Can the system handle notes and attachments?				
k. Can the system have lesson plans associated with each lesson but not necessarily with each course?				
l. Can the system manage course information beyond District courses such as Certificates and Licenses obtained outside of the District?				
m. Does the system manage the expiry of certificates and licenses to send emails to notify supervisors?				
Reporting/Data Extract Capabilities				
a. Can the system interface with (HRIS) and extract specified data securely on a predetermined cycle (i.e. monthly) and on demand?				
b. Does the system allow HR to run reports as needed?				
c. Does the system allow saving of				

MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Y= Yes, complies, N =No, does not comply, P=Partially complies with exceptions noted

configured reports?				
d. Does the system produce reports for HR base?				
e. Does the system allow reports to be exported into excel?				
f. Do the reports support any other export file format? If so what are they?				
g. Does the system generate the report data in visual format – charts, graphs etc? Please provide list. Attach detailed extra page(s) if required.				
h. Does the system produce a report that the employees can run to view all the training that they have completed?				
i. Can a supervisor run reports on the training records of each person who reports to them and can this report be filtered by the training status and date?				
j. Can a supervisor run reports of all the training completed in their department?				
k. Can a supervisor run a report of all the training not completed by employees in their department?				
E-learning Functionality				
a. Does the system offer an e-learning training/content management option?				
b. Does the system offer a blended learning option?				
c. Can the system interface easily to an external e-learning technology?				

IV. PROFESSIONAL DEVELOPMENT MANAGEMENT SYSTEM COMPONENT

PROPOSAL COST FORM

One time startup and on-line training fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

Annual Administration Fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

Annual Subscription Fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

Annual Remote Training Fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

Remote Installation/Training Fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

TOTAL YEAR ONE COST:	\$ _____
Based on numbers of certified, classified and administrative employees on page 19	

PROJECTED TOTAL COST OF YEAR TWO:

\$ _____

Based on numbers of certified, classified and administrative employees on page 19

PROJECTED COST OF YEAR THREE AND BEYOND:

If any of the above will increase in subsequent years beyond year two, indicate here the maximum % amount will increase.

_____ % escalation per: _____
(annually, bi-annually, etc)

DESCRIBE ALL ADDITIONAL COSTS NOT INCLUDED ABOVE (Travel, etc.)

DESCRIBE ANY DISCOUNTS YOU MAY OFFER NOW & IN FUTURE YEARS:

NO OFFER: My company does not offer this product/service: _____

NO OFFER: Request that District keep my name on vendor list for Educational Consultant Svcs _____

COMPANY NAME: _____ (If not offering only this page needs to be returned)

V. TECHNICAL SYSTEMS, SECURITY, SUPPORT & MAINTENANCE

QUESTIONNAIRE

MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Y= Yes, complies, N =No, does not comply, P=Partially complies with exceptions noted

	Y	N	P	Response
--	---	---	---	----------

Technical Requirements				
a. Does your system have the ability to host a professional system as per current industry standards for security and encryption on your server? Explain				
b. Does your system have a secure encrypted method for transmission of data to and from the District and the hosted site. Explain				
c. Does your system have an import process for staff data that follows an industry standard file format. Explain				
d. Can processes be automated? Explain				
e. Does your system have the ability to import data daily (at a minimum). Describe				
f. Does your system have the ability to export all data to a District owned data warehousing system in an industry standard format				
g. Does your system provide full access to all database tables along with database schemes and multiple levels of administrative access and control? Describe				
h. Explain your systems virus protection?				
i. Explain your back up services and protection				
j. Provide extensive information about your system regarding the practices and industry standards used to protect data confidentiality.				
k. Does your system allow for a single sign-on? Explain				

l.	Is your system compatible with mobile devices? Explain			
m.	Does your agreement state that the data shared with your system belongs to DVUSD and may only be used by DVUSD? Explain			
n.	What are your Privacy/Security processes relative to the Performance Evaluation System component.			
o.	What are your Privacy/Security processes relative to the Professional Development Management System component?			
P.	Please provide sample copies of the following information: 1. Sample Professional Services Agreement 2. Sample License Agreement 3. Sample Maintenance and Support Agreement			
q.	Provide confirmation that the pricing for support will be unchanged for the first 5 years.			
r.	The District expects minimal downtime for the system. Provide statistics showing historical trends for system downtime. Outline how the user is aware of the service disruption due to either upgrade or technical issues.			
Security Measures Architecture (Attach detailed extra page(s) if required)				
a.	Transaction Privacy. Provide a list of cryptographic methods and protocols used for each stage of data entry and storage.			
b.	Encryption: What encryption standards are in place to ensure data at rest and in motion are secure (including any passwords utilized)?			
c.	Authorization: List controls in place to limit actions allowed on the code and data (limit who can access, make changes to files/data).			
d.	Security processes: Are security controls such as separation of duties, least privileges, appropriate background checks			

and termination policies in place in your organization?				
e. Security awareness: Are processes/policies in place in your organization to ensure employees are aware of appropriate security rules and responsibilities? Elaborate on the process undertaken to ensure awareness.				
f. Security Control Reviews: Are reviews of internal processes and controls performed by recognized 3 rd party external agencies? Elaborate on what is reviewed and how often.				
g. Identification/Authentication: Are processes in place to uniquely identify users who have access to, or can make changes to code?				
h. Auditing: Are 3 rd party audits performed on your physical facility with regards to security, processes and procedures, penetration testing on a regular basis? Are remediation of deficiencies put in place within a reasonable amount of time?				
i. Application code review and testing: Are applications and their updates put through rigorous code review and processes to ensure security and accuracy prior to putting into production? If security flaws are discovered, are they fixed, QA tested and distributed promptly?				
j. Secure Application Development: Do you follow industry standard guidelines for creating a secure application (i.e. OWASP for web applications)? If yes, list these.				
Security Compliance				
a. System Monitoring: Provide an outline of the security monitoring and tracking processes in place. These should include identification of system anomalies and abnormalities.				
b. Virus Detection and Eradication: Describe how the system takes advantage of up to date industry standard malware				

detecting/cleaning software on all system components.				
c. Intrusion Detection/Prevention: Are IDS/IPS systems in use using industry best practices rules? List processes in place to respond to generated events.				
d. Disaster Plan: Do you have a disaster plan to provide business continuity should a disaster occur that renders access to your facility unavailable. Explain				
e. Access to data media: Is physical access limited to media containing District information? Outline controls in place.				
f. Data Deletion: When data or media containing data is to be disposed of, is data securely deleted? Outline your process for ensuring that it is securely deleted.				
g. Physical Facility: Are security measures in place to safeguard client data? Detail controls in place (i.e. cameras, guards, access badges, biometric controls, environmental monitoring).				
h. Data Distribution: Outline the locations where data is to be stored (including backups, Disaster sites etc).				
i. Access to network equipment: Are security measures in place to prevent unauthorized access to network equipment?				
j. Backups: Are backups of client data performed on a regular basis?				
k. Manual Processes: Identify any manual processes involved in data handling.				
l. Hardware Reliability: Are processes in place to allow for periodic renewal of hardware, in order to reduce the risk of loss of service due to hardware failure?				

<p>m. Server Security: Are servers considered in scope with the incumbent system configured in such a way that they meet security best practices (i.e. locked down so unused processes/services are disabled/deleted etc)? Give details of the practices used.</p>			
<p>n. Firewalls: Are industry standard firewalls in place between the applications network and any foreign network? Are they configured appropriately to allow only traffic required by the application?</p>			
<p>o. Incident Response: Do you have an incident response plan? Describe the process undertaken to notify the District of a system breach or an incident relating to the loss or inadvertent release of District data.</p>			
<p>Ongoing Support and Maintenance</p>			
<p>a. Confirm that for all service requests, the following information is collected, maintained, and will be disclosed to the District upon request:</p> <ol style="list-style-type: none"> 1. Nature of the deficiency 2. Severity level 3. Current status of the Deficiency 4. Action plans, dates and times 5. Expected and actual completion time 6. Deficiency resolution information 			
<p>b. For all service requests, the District expects one of the following incident levels to be applied. Indicate the standard service response times for each of the service request levels.</p>			
<p>1. <u>Critical</u>: Failure is serious causing issues for most staff and application users with no work around available with target resolution as soon as possible.</p>			

<p>2. <u>High</u>: failure is causing issues for some users of the system, a work around is available with target resolution as soon as possible.</p>			
<p>3. <u>Medium</u>: failure is causing issues for a minimal number of users of the system, a work around may or may not be available with target resolution as agreed upon between the vendor and the District.</p>			
<p>4. <u>Low</u>: failure is impacting the ability to do the work, a work around may or may not be available with target resolution as agreed upon between the vendor and the District.</p>			
<p>c. Provide the process by which service requests can be escalated by either party. How is the other party informed of the escalation?</p>			

COMBINED PROPOSAL COST FORM

I. ABSENCE MANAGEMENT SYSTEM

II. APPLICANT TRACKING & HR MANAGEMENT SYSTEM

III. PERFORMANCE EVALUATION SYSTEM

IV. PROFESSIONAL DEVELOPMENT MANAGEMENT SYSTEM

One time startup and on-line training fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

Annual Administration Fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

Annual Subscription Fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

Annual Remote Training Fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

Remote Installation/Training Fee	\$ _____ per unit _____ (description)
	or
	\$ _____ flat yearly cost

2nd page of COMBINED I. Absence Management System; II. Applicant Tracking & HR Management System; III. Performance Evaluation System; IV. Professional Development Management System

Proposal Cost Form

TOTAL YEAR ONE COST:

\$ _____

Based on numbers of certified, classified and administrative employees on page 37

PROJECTED TOTAL COST OF YEAR TWO:

\$ _____

Based on numbers of certified, classified and administrative employees on page 37

PROJECTED COST OF YEAR THREE AND BEYOND:

If any of the above will increase in subsequent years beyond year two, indicate here the maximum % amount will increase.

_____ % escalation per: _____
(annually, bi-annually, etc)

DESCRIBE ALL ADDITIONAL COSTS NOT INCLUDED ABOVE (Travel, etc.)

DESCRIBE ANY DISCOUNTS YOU MAY OFFER NOW & IN FUTURE YEARS:

EVALUTION CRITERIA

Representatives of the District will evaluate the proposals and rank them from the ones most likely to the ones least likely to meet the needs of the District and satisfy the requirements of the RFP. The District may call for interviews to clarify information it received in the proposal. In addition to interviews, or if the proposals are very closely ranked, the District reserves the option to enter into discussion on pricing and/or other portions of the proposal, and may request Best and Final offers if it is determined to be in the District's own best interest. However, offering firms are cautioned that the District may proceed with an offer on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or Best or Final offers.

Evaluation criteria are listed in order of importance (Specific weighing may be used, but will not be required):

A. System(s) Functionality

Overall system functionality is considered in the evaluation process, including, fulfilling requirements, ease of use, intuitive and flexible user interface, administration/reporting tools, browser and OS neutral, HTTPS/SSL compliant.

B. Implementation Training Support

The implementation, project management, training and technical support will be evaluated. Realistic time allocated for specific phase of the project, and tasks will be considered.

C. Firm's Qualifications and Experience

The overall experience of firm and key personnel in being able to demonstrate a level of confidence in selling and serving the offered program. Examples of similarly complex projects and references offered shall be evaluated under this component.

D. Approach to Solution

The overall project understanding and method of approach including a complete description of work plan and schedule to meet the testing phase date and go live date will be evaluated. The plan should reflect a phased in approach.

E. Costs

Total costs, including but are not limited to cost of the product (hardware, operating system software, application software, implementation, initial and periodic training); Cost of annual maintenance fees and upgrades; any additional costs necessary to maintain product, usability over five (5) year life span.

PROPOSAL FORMAT

The proposal must conform to the format specified below. The District will make no reimbursement for the cost of developing or presenting proposals in response to the RFP.

- A. Firm shall submit one original hardcopy, four (4) copies of the original offer and one electronic copy (flash drive or CD). Original and paper copies should be 8.5" x 11" pages, in loose-leaf, three-ring binders, single sided. Please do not use staples, sheet protectors, comb binding, spiral binding or tape binding.
- B. To facilitate the evaluation process, the offer must be specific, complete and clearly demonstrate 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 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.

1. 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, title and e-mail address of the contact person.

2. Table of Contents

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

3. Firm Profile and Qualifications

Tab 1 - Related Work Experience and References

- 1. Firm 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.
- 2. Firm shall indicate any claims against their Errors and Omissions or Professional Liability Insurance.
- 3. Firm is responsible for submitting a Reference List (attachment 1) and for sending out a Performance Evaluation Survey (attachment 1) to each reference/client. The Performance Evaluation Survey is to be completed by past and/or present school district clients, they will then fax them to the Deer Valley Unified School District Purchasing Department at 623.445-5180, 623.445-5181 or emailed to gina.davis@dvusd.org. To do this, fill out the top portion, (Date, To, Phone, Fax and Firm's name) of the Performance Survey. Fax, e-mail or mail the form to clients for which you have provided similar products/services previously. Each reference/clients must be different (can not have multiple people evaluate the same firm). The District is requesting that a minimum of three 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.

4. Firm shall provide specific information on the extent of experiences in providing the specified services for School Districts of similar size and scope. Include school District's name, contact name, phone number, population and number of years services has been provided.
5. Firm shall provide a statement of why your firm should be selected. What differentiates your firm's services from other firm's services?

Tab 2 – Personnel

1. Firm shall provide resumes' for the senior and technical staff 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.

4. Firm's Approach to the Services

Tab 3 - Offered Services

1. Firm shall complete and enclose the **Questionnaire(s)** for each component and the technical specifications questionnaire included in this RFP.
2. Firm shall include a plan for organizing and staffing for the proposed services.
3. Firm 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.
4. Firm shall include a listing of difficulties expected or anticipated in performing specified services and how the challenges will be minimized or overcome.

5. Cost

Tab 4 –Proposal Cost Forms

1. Firm shall include a fully completed Proposal Cost Form for each component Proposal Cost Form. If necessary, any additional cost forms should be included under this tab.

6. Forms

Tab 5

1. Firm shall include Performance Evaluations from Clients
2. Firm shall include a completed Offer & Acceptance Form
3. Firm shall include a completed Confidential or Proprietary Information Form
4. Firm shall include a completed Deviations & Exceptions Form along with supporting information
5. Firm shall include a completed Addendum Acknowledgement Form
6. Firm shall include a completed Non Collusion Form
7. Firm shall include a completed W-9 Form
8. Firm shall include proof of required insurance.
9. Copies of license agreements
- 10. If the Firm requires the District to sign a separate contract (language other than included in the license agreement or this RFP) a copy of the contract must be included in proposal offer.**

SPECIFIC INSTRUCTIONS ON HOW TO OBTAIN AND SUBMIT REFERENCES

Offerors are to copy and complete the PERFORMANCE EVALUATION REQUEST form on the next page, inserting offeror's company name and contact information on the top two lines.

In the 1st line of the note to the Client, the Offeror should insert a deadline date for their Client to return a completed form.

Offeror will send the Performance Evaluation Request form to their Client who should return it to offeror.

Completed Performance Evaluations are then to be submitted in the original and all copies of the Offeror's proposal, in **Tab 8- References**.

The Offeror's proposal should include Performance Evaluations from at least three clients.

PERFORMANCE EVALUATION REQUEST FORM

Requester's Company Name: _____
(This is the company who plans to submit an offer in response to the RFP)

Requester's Name: _____ (Email address) (Facsimile number)
(This is the person at the company who is responsible for submitting a response to the RFP)

Dear Client:
(This is a current or former client of the company who plans to submit an offer in response to the RFP)

We respectfully request that you complete this document and return to us by _____ via email or facsimile so that we may include your company as a reference in our proposal to Deer Valley Unified School District for High School Textbooks and Supplemental Materials (DV17-004-5).

Client Name: _____ Date: _____

Name of person completing this evaluation: _____

Phone # and email address of person completing this evaluation: _____

10 means you are Very Satisfied, 5 means you are Somewhat Satisfied, and 1 means you are Very Dissatisfied.

	Score (1-10)
1. Quality of Services	_____
2. Ordering Process	_____
3. Addressing Customer Concerns	_____
5. Ability to Meet Specified Deadlines	_____
6. Communication	_____
7. Ability to Follow Rules, Regulations, Requirements	_____
8. Financial Process (invoicing, no unexpected fees)	_____
9. Overall Customer Satisfaction Based on Performance	_____
10. Would Use in the Future	YES _____ NO _____

Thank you.

OFFER AND ACCEPTANCE

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:
Name: _____

Federal Employer Identification No. _____

Phone: _____
Fax: _____

Tax Rate: _____ %

Email: _____

_____ Company Name

_____ Signature of Person Authorized to Sign Offer

_____ Address

_____ Printed Name

_____ City State Zip

_____ Title

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of 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. § 35-391, the offeror does not have scrutinized business operations in Sudan.
7. In accordance with A.R.S. § 35-393, the offeror does not have scrutinized business operations in Iran.
8. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. _____.

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

Awarded this _____ day of _____ 20_____

AUTHORIZED SIGNATURE

Confidential or Proprietary Information Form

If the Offeror has deemed any portion of their offer to be Confidential or Proprietary, they must specifically identify the section and page number(s) of the confidential/proprietary information below as well as include a statement advising the School District/Public Entity of why the information shall not be disclosed. Please note that the District will not consider pricing as confidential or proprietary. The School District shall review the statement and determine whether the information will be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

The undersigned hereby acknowledges that there is no confidential or proprietary information contained within the offer.

Firm

Authorized Signature

DEVIATIONS / EXCEPTIONS FORM

List any deviation or exception for any item listed under this solicitation. The item number must be listed and the page of the solicitation it is found on. Any deviation/exception or inability of the provider to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates full compliance with the solicitation. Unacceptable deviations/exceptions shall remove your offer from consideration for award. The District shall be the sole judge on the acceptance of exceptions and the District's decision shall be final.

The undersigned hereby acknowledges that there are *no deviations/exceptions* to this solicitation except as specified above.

Firm

Authorized Signature

Amendment Acknowledgement Form

This page is used to acknowledge any and all amendments that might be issued. Your signature indicates that you took the information provided in the amendments 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

Firm

Authorized Signature

Date

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS
AND LOBBYING**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)," and "Governmentwide Requirements for Drug-Free Workplace" and 15 CFR Part 28, "New Restrictions on Lobbying." The certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, for prospective participants in primary covered transactions, as defined at 15 CFR Part 26, Sections 26.105 and 26.110 –

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. DRUG-FREE WORKPLACE REQUIREMENTS
Alternate I. Grantee Other Than Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR Part 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.610 –

A. The grantee certifies that it will or will continue to provide a drugfree workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's

workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about –

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Director, Office of Federal Assistance, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, DC 20230. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Place of Performance: (Street address, city, county, state, ZIP code):

Check if there are workplaces on file that are not identified here.

Alternate II. Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.610 –

(A) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(B) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, to the Director, Office of Federal Assistance, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, DC 20230. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement, or contract over \$100,000, or loan or loan guarantee over \$150,000, as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states that, to the best of his or her knowledge and belief:

If any funds have been paid or will be paid 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 any employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE

DATE

NAME OF APPLICANT
AWARD NUMBER AND/OR PROJECT NAM

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

_____, affiant,
(Name)

the _____
(Title)

(Contractor/Bidder)

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 Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

(Title)

Subscribed and sworn to before me
this _____ day of _____, 20 _____

Signature of Notary Public in and for the
County of _____
State of _____

W-9