

DYSART UNIFIED SCHOOL DISTRICT #89

The Dysart motto of "Increase in Excellence" expresses our intention to establish learning environments that move toward fulfilling every student's potential with the belief that excellence results when everyone actively participates in sustaining the educational process, the community, and family relations. To that end, the Governing Board has defined the new Rs of education for the Dysart Unified School District: Rigor, Relevance, Relationships, and Reflection.

GOVERNING BOARD MEETING

BOARD MEETING OF: March 5, 2008 Action/Consent X
Action/Discussion _____
PRESENTED BY: Dr. Gail Pletnick Information _____
Study Session/Discussion _____
SUBMITTED BY: Ms. Anita McLemore/Mr. Scott Thompson Supporting Data _____

TITLE OF AGENDA ITEM: *Recommendation to Approve the Recommendation for Award for Blueprinting Services.

POLICY REFERENCE OR STATUTORY CITATION: DJE COST: \$40,000

BOARD GOALS AND OBJECTIVE REFERENCE: Rigor FUNDING SOURCE: M & O

SUPPORTING DATA

It is recommended that the Governing Board approve the recommendation for award of contract #08-243-029 for Blueprinting Services to ScottBlue Reprographics for the District's Facilities Department, during the 2007-2008 school year.

1. On February 13, 2008 the Governing Board ratified the request for the Procurement Department to issue and release the Request for Proposal for Blueprinting Services.
2. The Solicitation was issued on January 30, 2008 and was opened on February 19, 2008.
3. Solicitation Notifications was sent to thirty-seven vendors.
4. Eight responses were received, however five of the responses were "No Bids".
5. The evaluation was completed as outlined within the Solicitation's Evaluation Criteria.
6. Award of contact will result in a cost savings of approximately 42% over the rate the district is currently paying, for an anticipated saving of \$16,800 during the 1st term of the contract.
7. The award of contract is estimated at \$40,000 for the 1st term of the contract.

MOTION REQUESTED

It is recommended the Governing Board approve the recommendation for award for Blueprinting Services for the 2007-2008 school year.

Superintendent _____

ACTION BY BOARD Motion _____ Second _____ Vote _____
Agenda Item _____
Page _____ of _____

Item		Description	Unit	Scott Blue
1	Drawings	Digital bond copy (24" x 36")	SF	\$ 0.05
2	Drawings	Digital bond copy (30" x 42")	SF	\$ 0.05
3	Drawings	Color reproductions: 8 1/2" x 11"	EA	\$ 0.04
4	Drawings	Color reproductions: 11" x 17"	EA	\$ 0.14
5	Drawings	Digital reductions – reductions of 24" x 36" or 30" x 42" drawings to copies on 12" x 18" or 15" x 21" 20# bond.	SF	\$ 0.25
6	Drawings	Scanned storage for additional printing - Full size document scanning to TIF or PDF formats		\$ 0.75
7	Drawings	Scanned with sheet number index to PDF format and burned to CD	SHEET	\$ 0.85
8	Drawings	Bond plot	SF	\$ 0.05
9	Drawings	Vellum plot	SF	\$ 0.55
10	Drawings	Mylar plot	SF	\$ 1.25
11	Proj. Manuals	Copies 8 1/2" x 11" single sided	SHEET	\$ 0.03
12	Proj. Manuals	Copies 8 1/2" x 11" double sided	SHEET	\$ 0.05
13	Proj. Manuals	Copies 11" x 17" single sided	SHEET	\$ 0.12
14	Proj. Manuals	Copies 11" x 17" double sided	SHEET	\$ 0.17
15	Proj. Manuals	Digital archive PDF to disk	SHEET	\$ 0.05
16	Binding	Acco-bind (perfect bind)	EA	n/a
17	Binding	GBC (plastic comb) to 2"	EA	\$ 1.75
18	Binding	Screw posted (up to 3")	EA	\$ 3.00
19	Binding	Shrink wrap with three hole punch	EA	\$ 1.50
20	Color	8.5" x 11" Color Copies	SHEET	\$ 0.32
21	Color	11" x 17" Color Copies	SHEET	\$ 0.64
22	Misc.	Preparation of CD's from scanned documents	CD	\$ 12.00

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GOVERNING BOARD MEETING

BOARD MEETING OF: February 13, 2008 Action/Consent X
Action/Discussion _____
PRESENTED BY: Dr. Gail Pletnick Information _____
Study Session/Discussion _____
SUBMITTED BY: Ms. Anita McLemore/Mr. Scott Thompson Supporting Data _____

TITLE OF AGENDA ITEM: *Ratify the Release of a Multi-term Request for Proposal for Bid for Blueprinting Services.

POLICY REFERENCE OR STATUTORY CITATION: DJE COST: \$50,000.00

BOARD GOALS AND OBJECTIVE REFERENCE: Rigor FUNDING SOURCE: Capital

It is requested that the Governing Board ratify the release of a Multi-term Request for Proposal for Blueprinting Services for the 2007/2008 school year. The solicitation notice was released on January 30, 2008 and will close on February 19, 2008.

Supporting Premises:

On November 28, 2007, the Governing Board approved the release of a Multi-term Invitation for Bid for Blueprinting Services, however the blueprinting services requested vary and the District wants the ability to compare the different types of services, along with the experience and expertise that support the services. The District would also like to compare the price, quality, experience and contractual factors of the offers received. The RFP process is more advantageous to the District because it allow all of this to occur.

It is further resolved that a multi-term contract is appropriate because:

1. The estimated requirements of the District for these services, cover the period of the contract;
2. Such a contract will serve the best interest of the District by promoting economies in the procurement and by encouraging competition;
3. If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor may only be reimbursed for the

MOTION REQUESTED

It is recommended the Governing Board ratify the release of a Multi-term Request for Proposal Blueprinting Services for the Facilities Department.

Superintendent _____

ACTION BY BOARD Motion _____ Second _____ Vote _____
Agenda Item _____
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DYSART UNIFIED SCHOOL DISTRICT #89

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BOARD GOALS AND OBJECTIVE REFERENCE: Rigor FUNDING SOURCE: Capital

reasonable value of any nonrecurring costs incurred but not amortized in the price of the materials or services delivered under the contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

MOTION REQUESTED

It is recommended the Governing Board ratify the release of a Multi-term Request for Proposal Blueprinting Services for the Facilities Department.

Superintendent _____

ACTION BY BOARD Motion _____ Second _____ Vote _____
Agenda Item _____
Page _____ of _____

**Procurement Department
11405 N. Dysart Road
El Mirage, AZ 85335
623.876.7010**

Solicitation Notification for Blueprinting Services

January 30, 2008
Solicitation #08-243-029

This is a solicitation notification only. You must retrieve the document by using the instructions shown below or by contacting the Purchasing Department at (623) 876-7996.

If you have Internet access, you can retrieve a copy of the Solicitation by following these steps:

1. Access the Internet via your browser
2. Enter **www.dysart.org/purchasing** in the address location
3. Click on the Solicitation that you want to view and/or print.

If you would like your solicitation emailed or faxed to you, please indicate your fax number and/or email address in the space provided below, however due to the size of most solicitations, email is preferred.

E-mailed, faxed and verbal offers are not acceptable.

Returning this form "ONLY", does not fulfill the solicitation requirements, unless responding with a "NO BID" as shown below.

Check Appropriate Box:

- | | |
|--|----------------------|
| <input type="checkbox"/> Yes, I plan to access the bid from the Internet | Printed Name: _____ |
| <input type="checkbox"/> Email a solicitation package | Signature: _____ |
| <input type="checkbox"/> Fax solicitation package | Company: _____ |
| <input type="checkbox"/> No Bid | Address: _____ |
| | City/State/Zip _____ |
| | Phone Number: _____ |
| | Fax Number: _____ |
| | Email Address: _____ |

Anita McLemore, C.P.M.
Purchasing Administrator

Fax Completed Form to: (623) 876-7017



Dysart Unified School District #89 NOTICE OF REQUEST FOR PROPOSAL

Material and/or Service: **Blueprinting Services
Solicitation #08-243-029**

DUE DATE: **February 19, 2008 Time: 2:00 p.m. Local Time**

Opening Location: **Dysart Unified School District #89
Purchasing Department
11405 N. Dysart Road
El Mirage, AZ 85335**

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.C.C.) put into operation by the State Board of Education pursuant to A.R.S. 15-213, offers for the material or services specified will be received by the Dysart Unified School District, at the above specified location, until the time and date cited. Offers received by the correct time and date shall be opened and shall be publicly read. **Please note that the Procurement Office is not located with the District Office, if you need directions to our office, please call 623.876.7996 (Map Quest will not give you proper directions).**

Offer shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late offers shall not be considered.

Offers, one original and three copies, must be submitted in a sealed envelope/box with the solicitation number and Offeror’s name and address clearly indicated on the envelope/box. All offers must be written legibly in ink or typewritten. Additional instructions for preparing an offer are provided herein.

This Proposal is being done by the Dysart Unified School District as a member of the Strategic Alliance for Volume Expenditures “SAVE”. While this Proposal is for the Dysart Unified School District, other “SAVE” members have expressed interest in utilizing the resulting contract(s). School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Members of “SAVE”, a group of schools/public entities have signed an intergovernmental agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible “SAVE” members. No volume is implied or guaranteed.

Authorized By: Anita McLemore, C.P.M.	
Contact: Charles Hunker	Date Issued: 1/30/2008
Phone: 623.876.7898	Fax: (623) 876-7017
E-mail: charles.hunker@dysart.org	

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DOCUMENTS REFERENCED:

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

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

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available a http://www.sosaz.com/public_services/Title_07/7-02.htm

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

	NO RESPONSE FORM Blueprinting Services Solicitation #08-243-029	Dysart Unified School District #89 Procurement Department 11405 N. Dysart Road El Mirage, AZ 85335
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**Material and/or service: Blueprinting Services
Solicitation #08-243-029**

Offerors not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above or fax to (623) 876-7017.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO RESPONSE:

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

- Other: _____

This NO response is authorized by: _____ Date: _____
Signature

Title _____

- Please check one:
- Retain our company on the mailing list for future solicitations.
 - Please remove our company from the mailing list for this commodity or service

Strategic Alliance for Volume Expenditures “SAVE” Cooperative Purchasing Agreements

This solicitation is being done by the Dysart Unified School District as a member of the Strategic Alliance for Volume Expenditures “SAVE” and is acting as lead entity. Any contract resulting from this solicitation shall be for the use of the consortium members. In order to participate in any resultant contract, a school district/public entity must have entered into a cooperative purchasing agreement with the consortium as required by School District Procurement Rule A.A.C. R7-2-1095.

Below is a list of current member in the Consortium who potentially may wish to utilize this contract. Members of this group (both present and future), are located in various area throughout the state. Offeror must be sure that the unit prices offered for each item can be delivered to each member. Other school districts/public entities may be added during the term of the contract by “SAVE” with the approval of the lead entity and the awarded offeror. The estimated volume of purchases by other members within “SAVE” have been taken into consideration by the lead district and all other school districts/public entities that are NOT members of “SAVE” are prohibited from using the contract.

The following members have responded to the participation survey conducted by the District:

Coolidge Unified School District
Buckeye Elementary School District
Dysart Unified School District
Florence Unified School District
Higley Unified School District
Marana Unified School District
Sahuarita Unified School District
Tolleson Union High School District
Washington Elementary School District
Whiteriver Unified School District
Wickenburg Unified School District
Yuma School District
Yuma Union High School District

Usage of this contract for the first year is estimated to exceed \$225,000.

Current “SAVE” Members

The following agencies have signed the Cooperative Purchasing Agreement with the “SAVE” association as of September 21, 2007

Municipalities

City of Apache Junction
City of Avondale
City of Bullhead City
City of Casa Grande
City of Chandler
City of Cottonwood
City of Eloy
City of Flagstaff
City of Glendale
City of Goodyear
City of Maricopa
City of Mesa
City of Page
City of Peoria
City of Prescott
City of Scottsdale
City of Sierra Vista
City of Somerton

City of Surprise
City of Tempe
City of Tucson
City of Yuma
Town of Buckeye
Town of Camp Verde
Town of Cave Creek
Town of Florence
Town of Fountain Hills
Town of Paradise Valley
Town of Prescott Valley
Town of Queen Creek
Town of Superior

Counties

Cochise County
Coconino County
Gila County
La Paz County

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Maricopa County

Mohave County

Navajo County

Pima County

Pinal County

Santa Cruz County

Yavapai County

Yuma County

Higher Education

Arizona State University

Arizona Western College

Maricopa Community College District

Northern Arizona University

University of Arizona

Yavapai College

Political Agencies

AZ Dept. of Administration, State Procurement Office

Maricopa Integrated Health System

North County Community Health Center

Superstition Mt Community Facilities District

Tucson Airport Authority

Valley Metro Regional Public Transit Authority

Williams Gateway Airport Authority

School Districts

Agua Fria Union High School District # 216

Alhambra Elementary School District # 68

Amphitheater Unified School District #10

Antelope Union High School District #50

Apache Junction Unified School District # 43

Arlington Elementary School District #47

Avondale Elementary School District #44

Balsz Elementary School District #31

Beaver Creek School District #26

Benson Unified School District #9

Bisbee Unified School District #2

Blue Ridge Unified School District #32

Buckeye Elementary School District #33

Buckeye Union High School District #201

Cartwright Elementary School District #83

Casa Blanca Middle School dba Vah Ki Middle School

Casa Grande Elementary School District #4

Casa Grande Union High School District #82

Catalina Foothills Unified School District #16

Cave Creek Unified School District #93

Cedar Unified School District #25

Chandler Unified School District # 80

Chinle Unified School District #24

Chino Valley Unified School District #51

Colorado River Union High School District #2

J.O. Combs Elementary School District #44

Coolidge Unified School District #21

Cottonwood-Oak Creek School District #6

Crane Elementary School District # 13

Deer Valley Unified School District #97

Douglas Unified School District #27

Dysart Unified School District # 89

East Valley Institute of Technology#401

Flagstaff Unified School District # 1

Florence Unified School District # 1

Flowing Wells Unified School District #8

Fort Huachuca Accommodation School District

Fort Thomas Unified School District #7

Fountain Hills Unified School District #98

Fowler Elementary School District #45

Gadsden Elementary School District # 32

Ganado Unified School District #20

Gilbert Unified School District #4

Glendale Elementary School District #40

Glendale Union High School District #205

Grand Canyon Unified School District #4

Hackberry Elementary School District #3

Heber-Overgaard Unified School District #6

Higley Unified School District #60

Holbrook Unified School District #3

Indian Oasis-Baboquivari School District #40

Isaac Elementary School District # 5

Joseph City Unified School District #2

Kayenta Unified School District #27

Kingman Unified School District #20

Kyrene Elementary School District #28

Lake Havasu Unified School District # 1

Laveen Elementary School District #59

Liberty Elementary School District #25

Litchfield Elementary School District #79

Littleton Elementary School District #65

Madison Elementary School District #38

Mammoth-San Manuel Unified School District #8

Marana Unified School District #6

Maricopa Regional School District #509

Maricopa Unified School District #20

Mayer Unified School District #43

Mesa Unified School District # 4

Mobile Elementary School District #86

Mohawk Valley School District # 17

Murphy Elementary School District #21

Naco Unified School District #9

Nadaburg Elementary District #81

Nogales Unified School District # 1

Osborn Elementary School District #8

Page Unified School District #8

Paradise Valley Unified School District #69

Parker Unified School District #27

Patagonia Elementary School District #6

Patagonia Union High School District #92

Payson Unified School District #10

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Peach Springs Unified School District #8
Pendergast School District #92
Peoria Unified School District #11
Phoenix Elementary School District # 1
Phoenix Union High School District #210
Picacho Elementary School District #33
Pine Strawberry Elementary School District #12
Pinon Unified School District #4
Prescott Unified School District #1
Quartzsite Elementary School District #4
Queen Creek Unified School District # 95
Riverside Elementary School District #2
Roosevelt Elementary School District # 66
Round Valley Unified School District #10
Sacaton Elementary School District #18
Saddle Mountain Unified School District #90
Safford Unified School District #1
Sahuarita Unified School District #30
Santa Cruz Valley Unified School District #35
Santa Cruz Valley Union High School District #840
Scottsdale Unified School District # 48
Sedona-Oak Creek Unified School District #9
Sentinel Elementary School District #71
Show Low Unified School District #10
Sierra Vista Unified School District # 68

Snowflake Unified School District #5
Somerton Elementary School District #11
St. Johns Unified School District #1
Sunnyside Unified School District #12
Tempe Elementary School District # 3
Tempe Union High School District # 213
Toltec Elementary School District #22
Tolleson Elementary School District #17
Tolleson Union High School District # 214
Tombstone Unified School District #1
Tuba City Unified School District #15
Tucson Unified School District #1
Union Elementary School District #62
Vail Unified School District #20
Valley Union High School District #22
Washington Elementary School District # 6
Wellton Elementary School District #24
Whiteriver Unified School District #20
Wickenburg Unified School District #9
Willcox Unified School District #13
Wilson Elementary School District #7
Winslow Unified School District #1
Young Elementary School District #5
Yuma Elementary School District # 1
Yuma Union High School District # 70

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

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct 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

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appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.

- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquires.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location 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/public entity 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/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/public entity shall make a

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determination on whether the stamped information is confidential pursuant to the School District/public entity's Procurement Code.

- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:
1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

5. **Evaluation**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a 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/public entity reserves the right to:
1. Waive any minor informality;
 2. Reject any and all offers or portions thereof; or
 3. Cancel a solicitation.

6. **Award**

- A. Number or Types of Awards. Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/public entity's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the 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.
- D. Final acceptance for the School District will be contingent upon the approval of the Governing Board.

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

2. Contract Interpretation

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

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

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The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

4. **Costs and Payments**

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

5. **Contract Changes**

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract 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

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final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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

7. **Warranties**

- A. Liens. The Contractor warrants that the materials 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/public entity of the materials or services, they shall be:

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1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/public entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District/public entity.
- E. Year 2000.
1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the School District/public entity in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other School District/public entity information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the School District/public entity for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In Addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- G. 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.
- H. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including,

without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. School District/Public Entity's Contractual Remedies

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

9. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

- C. Suspension or Debarment. The School District/public entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
 - 1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity.
 - 3. The School District/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/public entity for any excess costs incurred by the School District/public entity 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.
- G. Registered Sex Offender Restriction. Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

10. **Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Cooperative Purchasing**

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Strategic Alliance for Volume Expenditures "SAVE" is a group of schools/public entities who have signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by a selected eligible School District for the benefit of all eligible School Districts/public entities.

- A. An eligible School District/public entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other vendor for the same or similar products, materials, and/or services.

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B. The eligible School District/public entity shall:

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

12. **Offshore Performance**

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district/public entity 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.

SPECIAL TERMS AND CONDITIONS

1. **PURPOSE**

The purpose of this Request for Proposal is to enter into contract with a qualified Firm to provide quality blueprinting services, furnish blueprinting materials or supplies and provide pick-up and delivery of same on an as needed basis to: Specified District Locations, Designated Project Design Professionals and Designated Project Coordinator Locations, for the Dysart Unified School District and members of the Strategic Alliance for Volume Expenditures “SAVE”.

2. **MULTIPLE AWARD**

Successful offeror(s) will be determined by the evaluation criteria. The Dysart Unified School District reserves the right to award as many contracts as may be in the best interest of the District. The award will be limited to the least number of offerors that the District determines is necessary to meet the needs of the District and “SAVE” members.

3. **TERM OF CONTRACT**

It is the intent of the District to award a multi-term contract, beginning upon award, and will continue until 6-30-08. Offered prices must be held firm for the initial term of the contract. If all conditions are met during this period of time, this contract may be extended, if funding is available, for up to an additional four one-year contracts.

4. **AWARD BASIS**

Successful offeror(s) will be determined by evaluation criteria. Award will not be made based on price alone; however, it is a factor.

5. **EVALUATION**

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

One original and three copies of the proposal shall be submitted. Please conform to the format specified below.

1100 Points Available

Tab 1 – (200 Points)

Firm Information

- Provide Firm name, address and principal office location
- Provide Phone number, fax number, website address and e-mail address information
- Provide information on form of business organization (i.e., corporation, partnership, individual, joint venture, other?)

Blueprinting Services #08-243-029

- Provide information on the year Firm was founded
- Provide the name of the individual whom will be the District's primary contact
- Provide a general statement of Firm's history and affirmation that the Firm understands the services to be provided.
- How many years has your organization been in business in its current capacity?
- How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
- Describe any limitations to your company's ability to provide services to all "SAVE" members.

Tab 2 – (300 Points)

Related Work Experience and References

List a minimum of three Arizona School District accounts that blueprinting services have been provided to in the last two years. For each district, provide the following Information:

- Name and location
- Specific services provided.
- Contact information

Tab 3 – (500 Points)

Cost

- Include the fee for specified services, as well any value added services your firm will offer the District at no additional charge.
- Include a fee schedule for any other services your firm offers that has not been specified in the solicitation.

Tab 4 – (100 Points)

Required Forms and Overall Evaluation of Firm's Perceived Ability to Provide Services.

- Completed Offer & Acceptance Form
- Completed Non Collusion Form
- Completed Deviations/Exceptions Form
- Completed Addendum Acknowledgement Form
- Completed W-9 Form
- If Company requires the District to sign a separate contract in the event of an award, then a copy of the contract must be included.

6. NON-EXCLUSIVE CONTRACT

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

7. PRICE REDUCTIONS

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

8. PRICE CLAUSES

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

After initial contract term and prior to any contract renewal, the Dysart Unified School District #89 will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The offeror shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the Dysart Unified School District #89.

9. CONTRACT

The contract 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 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 material that meets the District's 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.

10. EXAMINATION OF RECORDS

As a successful offeror, your firm agrees that 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.

11. DELIVERY OF SERVICES

Pick-up and delivery services, to and from specified District facilities, design professionals and contractors locations within Maricopa County of Arizona shall be provided at NO CHARGE.

If pick-up and delivery services are requested outside of Maricopa County, additional delivery charges may be assessed (please identify on the pricing sheet).

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. The items on this contract shall be delivered per the specifications and instructions.

12. PICK-UP AND DELIVERY SCHEDULE

Orders placed prior to 12:00 p.m., shall be picked up before 4:00 p.m. same day and delivered completed work before 4:00 p.m. next business day. Orders placed after 12:00 p.m., shall be picked up before 12:00 p.m. next business day and returned completed work before 9:00 a.m. the next business day.

Delivery will be made directly to the district location from which it was ordered, unless instructed to delivery it to the design professional for the project or to the contractor's location. If the successful offeror is unable to meet this schedule, they must immediately contact the District representative for approval to deviate from the schedule.

13. 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.

14. INSURANCE

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

Successful Offeror 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 Dysart Unified School District #89 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.

15. NON-COLLUSION STATEMENT

Each Proposal shall include a signed and notarized Non-collusion Statement. The statement is enclosed.

16. CONFLICT RESOLUTION

In the event that there are ongoing concerns, the District will meet with the successful offeror to address and resolve their concerns.

17. **INQUIRIES**

All questions related to this Solicitation shall be in writing, directed to Charlie Hunker, fax to (623) 876-7017 or email to charles.hunker@dysart.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 at a minimum of 7 days prior to the specified solicitation opening date. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions shall be responded to as soon as possible.

SCOPE OF SERVICES

Dysart Unified School District is located in Maricopa County and consists of 18 elementary schools, 3 high schools, 1 alternative high school, 1 preschool and 3 district support facilities. The Strategic Alliance for Volume Expenditures “SAVE” has 187 members throughout the state of Arizona. The District is seeking qualified firm(s) to provide blueprinting services, blueprinting materials or supplies and to provide pick-up and delivery of same on an as needed basis.

1. SERVICE & MATERIALS REQUIRED

The awarded offeror shall provide the following reprographic and copying services for the following but not limited to:

- 1.1 Digital bond copy - various sizes
- 1.2 Digital vellum copy – various sizes
- 1.3 Digital 4 ml double matte Mylar copy
- 1.4 Digital reductions
- 1.5 Scanned storage for additional printing (full size document scanning to JPEG, TIF or PDF formats)
- 1.6 Scanned with sheet number index to PDF format and burn CD
- 1.7 Production and binding of specification books
- 1.8 Bond, Vellum, and Mylar plotting capabilities
- 1.9 Large format digital color output, color copying and mounting capabilities

2. SERVICE REQUIREMENTS

- 2.1 The awarded offeror shall furnish all qualified personnel, equipment, materials, services, etc. in order to fulfill requirements for materials and services as specified herein.
- 2.2 The awarded offeror shall provide delivery services to School District Offices, Facilities Management Offices, Architect Offices, Construction Offices and any other location as necessary.

3. SPECIFICATIONS

3.1 ELECTROSTATIC (BOND PRINT) SERVICES FOR ORIGINAL DRAWINGS

Originals shall not be rolled together at any time with other reproductions. The original drawing must be protected and returned to the Facilities Department or as specified on each job order. The original drawings must be wrapped in a protective wrapping of a *different* color from the reproductions, in a manner to absolutely preclude damage to or creasing of the originals by handling. The wrapper must be prominently marked “ORIGINALS” and the bid number and/or project number affixed. This shall apply to not only the original project prints, but to prints issued as an addendum (additional instruction or supplementary instructions to the original document).

3.2 ELECTROSTATIC (BOND PRINT) SERVICES FOR DRAWING REPRODUCTIONS

Each drawing reproduction shall be stapled three times (top, middle, and bottom) at the left vertical edge, and edge bound. Each drawing reproduction shall be tightly rolled and wrapped in *white* protective coverings. Excess paper at the ends of rolls should be stuffed in or taped down. Each package shall be plainly marked to show the bid number and/or project number. If there is more than one volume of drawings, then the volume number should also be identified on each wrapped roll, for example, Volume 1, Volume 2, etc.

3.3 COLLATING DRAWINGS

The reproduced drawings shall be collated in accordance with the related Title Sheet Index, or as directed in writing. Each set shall be stapled, tightly rolled and wrapped, and labeled with bid number and/or project number. Should any error in indexing be revealed in collating, the District Representative shall be notified immediately. If drawings are not produced correctly, i.e. a page is missing; the offeror shall be responsible for quick replacement at no charge to the District.

3.4 WORKMANSHIP OF DRAWING REPRODUCTIONS

Reproductions shall be clearly legible and printed to hold any pencil lines that may appear on originals. Reproductions grossly over-exposed or under exposed will not be accepted. Quality of workmanship must be of the highest caliber and appearance that is acceptable within the industry for prints made from submitted material.

3.5 PAPER FOR DRAWINGS

Paper used shall have a minimum weight of 20 ½ pounds.

3.6 DIGITAL REDUCTIONS

Drawings size 24" x 36" or 30" x 42" originals may be reduced to copies size 12" x 18" or 15" x 21", 20# bond. Scale to be 50% of original (i.e. 40 scale – 80 scale). Copies are to be kept in the same numeric order as the originals. The quality of the resolution is critical. Copies must be clear and legible including grid lines on the profile and cross section sheets.

3.7 Packaging of Project Manual Reproductions

The vendor shall return bound copies of the project manuals, title reports, or bound appraisals in a cardboard box, with bid number or project number clearly marked on the outside of the box. If more than one volume, project manuals shall be packed by volume number, i.e., Volume 1, Volume 2, etc., and on the outside of the box by volume number and bid or project number.

3.8 COLLATING PROJECT MANUALS

The reproduced project manuals shall be collated and bound by acco-bind, gbc (plastic comb) binding, screw post binding if necessary to handle unusually thick documents, or shrink-wrapped with three hole punched. The project manuals and addenda may be printed single sided or double sided as requested on the order form.

3.9 WORKMANSHIP OF PROJECT MANUALS REPRODUCTIONS OR TITLE REPORTS AND BOUND APPRAISALS

The project manuals, addenda, title reports, and appraisal reproductions shall be printed single side or double sided in accordance with original document. The cover of the project manual shall be the same font and size as original and shall match the original document in every respect.

3.10 PAPER FOR PROJECT MANUALS

The project manuals cover shall be 65 to 110 lb. card stock. Color of cover shall closely match original document to be provided. Card stock colors are basic colors, i.e., blue, purple, pink, green, yellow, red, and electric colors of greater intensity of the standard colors. All other pages of the project manual shall be 20 lb white paper with black ink. All addenda text shall be printed on 20 lb paper.

PRICING SCHEDULE

The offeror shall provide firm, fixed, not to exceed prices to perform the work as described in the Scope of Services for the items listed below. The total price given shall include ALL costs incidental to the completion of the services. The specific items/services listed on the "Price Sheets" are only a portion of what will be required and are listed for evaluation purposes. Bidder shall enter the discounted price for all items listed.

COMPANY NAME: _____

DRAWINGS

ITEM	DESCRIPTION	UNIT PRICE
1	Digital bond copy (24" x 36")	/SF
2	Digital bond copy (30" x 42")	/SF
3	Color reproductions: 8 ½" x 11"	/EA
4	Color reproductions: 11" x 17"	/EA
5	Digital reductions – reductions of 24" x 36" or 30" x 42" drawings to copies on 12" x 18" or 15" x 21" 20# bond.	/SF
6	Scanned storage for additional printing - Full size document scanning to TIF or PDF formats	/SHT
7	Scanned with sheet number index to PDF format and burned to CD	/SHT
8	Bond plot	/SF
9	Vellum plot	/SF
10	Mylar plot	/SF

PROJECT MANUALS (SPECIFICATIONS) OR ADDENDUM TEXT

ITEM	DESCRIPTION	UNIT PRICE
11	Copies 8 ½" x 11" single sided	/SHT
12	Copies 8 ½" x 11" double sided	/SHT
13	Copies 11" x 17" single sided	/SHT
14	Copies 11" x 17" double sided	/SHT
15	Digital archive PDF to disk	/SHT

BINDING METHODS

ITEM	DESCRIPTION	UNIT PRICE
16	Acco-bind (perfect bind)	/EA

Blueprinting Services #08-243-029

17	GBC (plastic comb) to 2"	/EA
18	Screw posted (up to 3")	/EA
19	Shrink wrap with three hole punch	/EA

COLOR COPIES

ITEM	DESCRIPTION	UNIT PRICE
20	8.5" x 11" Color Copies	/SHT
21	11" x 17" Color Copies	/SHT

MISCELLANEOUS

ITEM	DESCRIPTION	UNIT PRICE
22	Preparation of CD's from scanned documents	/CD
23	Do you provide pick-up and delivery service: <input type="checkbox"/> Yes <input type="checkbox"/> No	

DELIVERY COSTS

List any additional charges for delivery to destinations outside Maricopa County.

ADDITIONAL SERVICES

Describe any other services your company can offer that is not specifically requested in solicitation.

Please include a detailed pricing schedule for these services. (Attach additional sheets if necessary).

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 are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

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

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

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

Awarded this _____ day of _____ 20 _____

AUTHORIZED SIGNATURE

DEVIATIONS / EXCEPTIONS FORM

List any deviation or exception for any item listed under Specifications. 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.

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

NO DEVIATIONS NOR EXCEPTIONS

Firm

Authorized Signature

Addendum Acknowledgement Form

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

Please sign and date:

ADDENDUM NO. 1 Acknowledgement

Signature Date

ADDENDUM NO. 2 Acknowledgement

Signature Date

ADDENDUM NO. 3 Acknowledgement

Signature Date

Firm

Authorized Signature

Form **W-9**
(Rev. January 2002)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 2.

Social security number

or

Employer identification number

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

School District	Estimated Usage
Coolidge Unified School District	\$ 9,000.00
Buckeye Elemenary School District	\$ 500.00
Dysart Unified School District	\$ 40,000.00
Florence Unified School District	\$ 5,000.00
Higley Unified School District	\$ 35,000.00
Marana Unified School District	\$ 20,000.00
Sahuarita Unified School District	\$ 20,000.00
Tolleson Union High School District	\$ 25,000.00
Washington Elementary School District	\$ 25,000.00
Whiteriver Unified School District	\$ 30,000.00
Wickenburg Unified School District	\$ 5,000.00
Yuma School District	\$ 5,000.00
Yuma Union High School District	\$ 5,000.00
Total Estimated Usage	\$ 224,500.00

Item		Description	Unit	Technipri	Score	Unit Pri	Score	Scott Blu	Score
1	Drawings	Digital bond copy (24" x 36")	SF	\$ 0.18	139	\$ 0.05	500	\$ 0.05	500
2	Drawings	Digital bond copy (30" x 42")	SF	\$ 0.18	139	\$ 0.05	500	\$ 0.05	500
3	Drawings	Color reproductions: 8 1/2" x 11"	EA	\$ 0.40	50	\$ 0.60	33	\$ 0.04	500
4	Drawings	Color reproductions: 11" x 17"	EA	\$ 0.60	117	\$ 0.75	93	\$ 0.14	500
5	Drawings	Digital reductions – reductions of 24" x 36" or 30" x 42" drawings to copies on 12" x 18" or 15" x 21" 20# bond.	SF	\$ 0.10	300	\$ 0.06	500	\$ 0.25	120
6	Drawings	Scanned storage for additional printing - Full size document scanning to TIF or PDF formats		\$ 1.00	375	\$ 0.75	500	\$ 0.75	500
7	Drawings	Scanned with sheet number index to PDF format and burned to CD	SHEE T	\$ 1.50	283	\$ 0.85	500	\$ 0.85	500
8	Drawings	Bond plot	SF	\$ 1.02	25	\$ 0.05	500	\$ 0.05	500
9	Drawings	Vellum plot	SF	\$ 1.39	72	\$ 0.20	500	\$ 0.55	182
10	Drawings	Mylar plot	SF	\$ 1.94	322	\$ 1.25	500	\$ 1.25	500
11	Proj. Manuals	Copies 8 1/2" x 11" single sided	SHEE T	\$ 0.04	429	\$ 0.05	300	\$ 0.03	500
12	Proj. Manuals	Copies 8 1/2" x 11" double sided	SHEE T	\$ 0.07	385	\$ 0.06	417	\$ 0.05	500
13	Proj. Manuals	Copies 11" x 17" single sided	SHEE T	\$ 0.07	462	\$ 0.06	500	\$ 0.12	250
14	Proj. Manuals	Copies 11" x 17" double sided	SHEE T	\$ 0.09	389	\$ 0.07	500	\$ 0.17	206
15	Proj. Manuals	Digital archive PDF to disk	SHEE T	\$ 0.20	125	\$ 0.25	100	\$ 0.05	500
16	Binding	Acco-bind (perfect bind)	EA	\$ 3.00	500	\$ 4.50	333	n/a	n/a
17	Binding	GBC (plastic comb) to 2"	EA	\$ 3.00	292	\$ 4.50	194	\$ 1.75	500
18	Binding	Screw posted (up to 3")	EA	\$ 3.00	500	\$ 4.50	333	\$ 3.00	500
19	Binding	Shrink wrap with three hole punch	EA	\$ 3.00	250	\$ 5.00	150	\$ 1.50	500
20	Color	8.5" x 11" Color Copies	SHEE T	\$ 0.40	400	\$ 0.40	400	\$ 0.32	500
21	Color	11" x 17" Color Copies	SHEE T	\$ 0.60	417	\$ 0.50	500	\$ 0.64	391
22	Misc.	Preparation of CD's from scanned documents	CD	\$ 7.50	333	\$ 5.00	500	\$12.00	208
23	Misc.	Do you provide pick-up and delivery service: Yes No		Zone and Fuel Surcharges apply		Yes		Yes	
Average Cost Points					286		380		422
DELIVERY COSTS									

List any additional charges for delivery to destinations outside Maricopa County.	Shipping Cost and Handling Charges Apply		No charge on minimum orders of \$600. All others at the direct cost of UPS or FedEx.		Normal Fed-Ex and UPS freight charges will apply, as well as \$8.75/c charge for labeling.	
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ADDITIONAL SERVICES

Describe any other services your company can offer that is not specifically requested in solicitation. Please include a detailed pricing schedule for these services. (Attach additional sheets if necessary).	Other Services available on a project/per estimate basis.		Core Mount on 3/8" tick foamcore - \$3.75/sf, Mount on Gatorboard (1/2" thick) - \$5.00/sf, Place scanned drawings on PlanWell site - \$1.00/sheet, Large format color reproduction - \$2.00/sf (7ml. Glossy or satin		Services - \$100/project, Planwell Services (Documents Control Serv) - .02/sf, Invitation for Bid (faxing/emailing) - \$.15/ea, Addendums (faxing/emailing) - \$.15/ea. A 15% discount will be given for Large Format Color,	
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(faxing/
emailing
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\$.15/ea.
A 15%
discount
will be
given
for
Large
Format
Color,

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