SERIAL 07136 IGA TELECOM EXPENSE MANAGEMENT

DATE OF LAST REVISION: October 24, 2008 CONTRACT END DATE: October 24, 20009

CONTRACT PERIOD BEGINNING MARCH 01, 2008
ENDING OCTOBER 24, ~~2008~~ 2009

TO: All Departments

FROM: Department of Materials Management

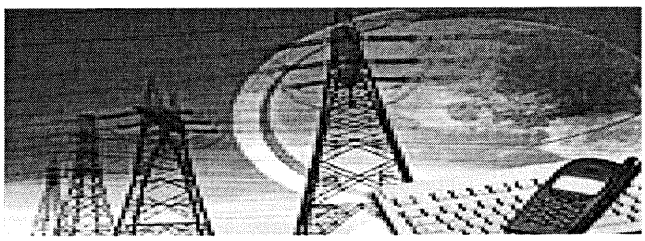
SUBJECT: Contract for **TELECOM EXPENSE MANAGEMENT**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Gilbert Contract GPPCS/SAVE #07-006. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at: http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 9189502.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

Telecom Expense Management



Issued: May 15 2007
Up dated: June 07 2007
Up dated: September 17, 2007
Pricing Attachment 3-6-08

Submitted To:

Maricopa County

Submitted By:

Telecom Resources International, Inc.
Telecommunications and Information Technology Consultants

www.tri-1.com
Tel: 480 391-3800
Fax: 480 4511247
7119 East Shea Blvd. 109-486
Scottsdale, AZ 85254

TRIWatchDog Pricing Thresholds

Tier	Yearly Spend Low	Yearly Spend High	Monthly Spend Low	Monthly Spend High	%	Mo. Fee
1	$ -	$ 960,000	$ -	$ 80,000	3.00%	$ 2,400.00
2	$ 960,001	$ 4,000,000	$ 80,001	$ 333,333	2.75%	$ 9,166.67
3	$ 4,000,001	$ 8,000,000	$ 333,334	$ 666,667	2.45%	$ 16,333.33
4	$ 8,000,001	$ 15,000,000	$ 666,668	$ 1,250,000	2.00%	$ 25,000.00
5	$ 15,000,001	$ 30,000,000	$ 1,250,001	$ 2,500,000	1.60%	$ 40,000.00
6	$ 30,000,001	$ 55,000,000	$ 2,500,001	$ 4,583,333	1.25%	$ 57,291.67
7	$ 55,000,001	$ 100,000,000	$ 4,583,334	$ 8,333,333	1.00%	$ 83,333.33

Maricopa County Discounted Rate- **For Tier 4 and 5 – 1.6% of Total Spend (Estimated Monthly Spend - $921,000)**

Summary Pricing Using S.A.V.E.
Strategic Alliance for Volume Expenditures + Maricopa discounts for Tier 4- 1.6%

Service options under this contract vehicle:

1- Managed Services with ASP software: $14,736.00

- **This pricing is for a turn key solution:** Using the pricing table above, and based on the County's total monthly telecom spend of $921,000.00 per month for all wireline and wireless services.
- **Complete outsource services include**: TRI will load inventory and billing for voice and data services, electronic billing management, invoice processing, billing validation, department charge back and cost allocation, interfacing with payables, dispute management, and support on optimization and sourcing activities for all telecom wire line and wireless services.
- **Set-up costs are also included in the monthly fee:**
- **Pricing based on County spend information:**

For $14,736.00 per month TRI will provide a complete turn key solution,

2- Basic Services- (this includes some managed services and ASP software).

- **Wireline Services: $8,700.00** a month: For $8,700.00 a month TRI will load inventory and billing for voice and data services. (This includes everything except wireless services).
- **Wireless Services**: **$7,800.00** - To add 3020 wireless cell phones/devices add.
- **Total wireline and wireless**: For **$16, 500.00** per month.
- TRI will provide everything needed by the County, working in conjunction with the County staff as is today, to address the project needs.
- This pricing uses the pricing tables in pages 8 and 7, determined based on a blend of the various professional services rate.

PROPOSAL PRICE PAGES

The undersigned company hereby proposes the following rates for independent consulting services.

Per Hour rates, Per Person, per school year w/percentage change.

Current Yr. 2006-2007	2007-2008	% Change	2008-2009	% Change	2009-2010	% Change	2010-2011	% Change
$95.00	$95.00	0 %	$95.00	0 %	$95.00	0 %	$95.00	0 %
$110.00	$110.00	0 %	$110.00	0 %	$110.00	0 %	$110.00	0 %
$125.00	$125.00	0 %	$125.00	0 %	$125.00	0 %	$125.00	0 %
$90.00	$90.00	0 %	$90.00	0 %	$90.00	0 %	$90.00	0 %
$75.00	$75.00	0 %	$75.00	0 %	$75.00	0 %	$75.00	0 %
$0	$0	0 %	$0	0 %	$0	0 %	$0	0 %
$_____	$_____	____%	$_____	____%	$_____	____%	$_____	____%
$_____	$_____	____%	$_____	____%	$_____	____%	$_____	____%
$_____	$_____	____%	$_____	____%	$_____	____%	$_____	____%
$_____	$_____	____%	$_____	____%	$_____	____%	$_____	____%

Descriptions for the above **Per Hour rates, Per Person** independent consulting services items:

Evaluation and/or Inspection of existing facilities.

Documents, Records, Equipment or Software - - , Research and/or Organization - - Report preparation.

Project: Management, Coordinating, Supervision, Training and/or Recommendation Services.

Technical and/or Professional assistance.

Office staff services.

Travel Time.

Other - - Describe:_Travel time charges only apply outside the Phoenix metro area @ ¼ of the regular Hr rate

Other - - Describe:_____

Other - - Describe:_____

Other - - Describe:_____

PROPOSAL PRICE PAGES - - CONTINUED

The undersigned company hereby proposes the following License fees.

License fees for customized spreadsheets, templates, or software.

Current Yr. 2006-2007	2007-2008	% Change	2008-2009	% Change	2009-2010	% Change	2010-2011	% Change
$_____	$_____	____%	$_____	____%	$_____	____%	$_____	____%
$_____	$_____	____%	$_____	____%	$_____	____%	$_____	____%
$_____	$_____	____%	$_____	____%	$_____	____%	$_____	____%
$_____	$_____	____%	$_____	____%	$_____	____%	$_____	____%
$_____	$_____	____%	$_____	____%	$_____	____%	$_____	____%

Descriptions for the above **License fees for customized spreadsheets, templates, or software** items:

Describe: **PLEASE SEE ATTACHED Pricing Schedule, next page for hosted application solutions, professional and managed services.**

Describe:_____

Describe:_____

Describe:_____

Describe:_____

*** Expenses, (Air Travel; Shuttle, Car Rental, Motel & Meals, Photocopies, etc.): A copy of the expense receipt shall be provided when invoicing for any expense reimbursement.**

*** Mileage Expense: Mileage is paid at the Internal Revenue Service (IRS) rate at the time of travel.**

* A separate list of service offered and fee structure for the base year of 2006-2007 should be placed behind these "PROPOSAL PRICE PAGES". It is assumed the percentage change will be the same as listed above.

Telecom Resources International Inc.

Company Name | **Authorized Company Signature**

7119 East Shea Blvd 109-486
Scottsdale, AZ 85254_

Victoria Thomas, CEO
Printed / typed name & Title of above
September 29, 2006
Date

480 391-3800 | **480 451-1247**

Phone Number | **Fax Number**

TO: CLYDE R. DANGERFIELD, ASSISTANT SUPERINTENDENT

FROM: TERRI FASANO, BUYER – PURCHASING DEPARTMENT

DATE: OCTOBER 6, 2006

RE: REQUEST FOR PROPOSAL #07-006
CONSULTING SERVICES FOR UTILITY USAGE,
ENERGY CONSERVATION MEASURES AND
RECOMMENDATION SERVICES

RECOMMENDATION:

It is the recommendation of the evaluation committee consisting of Stan Peterson, GPS Director of Maintenance and Operations, Kathleen Riggs, GPS Procurement Technician, Terri Fasano, GPS Procurement Specialist, Howard Kropp, Purchasing Manager Washington School District that the following vendors be awarded a contract per the Request For Proposal #07-006.

Tarian Solutions Chandler, AZ	Telcom Resources Scottsdale, AZ	Davis Demographics & Planning, Inc. Riverside, CA

Invitations were mailed to 70 vendors and responses were received from 7. This RFP will allow the district as well as members of the GPPCS and SAVE agencies to issue a contract for one year with an option to renew four additional years.

This RFP has been issued to secure energy conservation methods in anticipation of June 30, 2009 when Excess Utilities funding will no longer be available.

The committee has made recommendation to multi-award this contract due to the various needs of the GPPCS and SAVE agencies wishing to utilize this RFP. If the contract were awarded to only one vendor, some of the needs of the agencies would not be met.

REQUEST FOR PROPOSAL #07-006
CONSULTING SERVICES FOR UTILITY USAGE, ENERGY CONSERVATION MEASURES AND RECOMMENDATION SERVICES

Gilbert Public Schools (GPS) will receive sealed responses for Consulting Services in accordance with School District Procurement Rules the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213. **This solicitation for consulting services focuses on utility usage, energy conservation measures and recommendation services within Gilbert Public Schools and other public entities.** Responses will be accepted until 2:00 p.m. (local time) Friday, September 22, 2006 in the Purchasing Department, Gilbert Public Schools, at 140 South Gilbert Road, Gilbert, Arizona 85296. If directions to our office are needed, please call (480) 497-3379.

Responses must be submitted in a sealed envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope. Instructions for preparing a response are provided herein. Responses received by the correct date and time will be time-stamped; late responses will not be accepted. Responses will be publicly recorded by reading the vendor name only with all other information remaining confidential until award is made. All responses submitted and related information will be available for public inspection after award of the Governing Board unless so noted to be "confidential" per State of Arizona Procurement Rule #R7-2-1005.

This solicitation is prepared by Gilbert Public Schools as a member of the "Greater Phoenix Purchasing Consortium of Schools, ("GPPCS") and the Strategic Alliance of Volume Expenditures, ("SAVE"). While this Bid is for Gilbert Public Schools, other public entities have expressed interest in utilizing the resulting contract(s). Members of "GPPCS" and "SAVE" are a group of schools and public entities that have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. The names of current members are listed later in this document. School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs such intergovernmental procurements. After award, this solicitation may be utilized by the eligible school districts/public entities identified therein, recognizing potential equipment, logistical and capacity limitations by vendor may limit "piggybacking" of this award. Individual school districts would negotiate service with successful vendors using the bid pricing quoted herein. No volume is implied or guaranteed.

Please review the enclosed bid requirements and specifications as Gilbert Public Schools reserves the right to accept or reject any or all bids, waive minor informalities and accept any bid deemed to be in the best interest of the District. The submission of a bid will indicate that the bidder understands the requirements and specifications and the bidder can supply the items or services as specified.

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

If you desire additional information, please contact Terri Fasano, Buyer, 480-497-3381.

PLEASE MAIL TO:

GILBERT PUBLIC SCHOOLS
Purchasing Dept. RFP #07-006
140 South Gilbert Road
Gilbert, Arizona 85296

August 31, 2006

Clyde R. Dangerfield, J.D.
Assistant Superintendent

CRD\tlf

Cooperative Purchasing:
This solicitation is prepared by Gilbert Unified School District #41 (Gilbert Public Schools/GPS) as a member of the Greater Phoenix Purchasing Consortium of Schools (GPPCS) and the Strategic Alliance for Volume Expenditures (SAVE) and is acting as lead district. Any contract resulting from this solicitation shall be for the use of its members. In order to participate in any resultant contract, a school district must have entered into a cooperative purchasing agreement with the "GPPCS" or "SAVE" as required by School District Procurement Rule A.A.C. R7-2-1095. No volume is implied or guaranteed.

Below is a list of current member districts in the Cooperative who potentially may wish to utilize this contract. Other school districts in state of Arizona may be added during the term of the contract by "GPPCS" or "SAVE" with the approval of the lead district and the contract vendor. The estimated volume of purchases by other districts within "GPPCS" and "SAVE" have been taken into consideration by the lead district and all other school districts or public entities that are not members of the "GPPCS" or "SAVE" are prohibited from using the contract.

Greater Phoenix Purchasing Consortium of Schools
Current School District Members

1. Agua Fria Union High School District No. #216
2. Alhambra Elementary School District #68
3. Apache Junction Unified School District #43
4. Avondale Elementary School District #44
5. Balsz Elementary School District #31
6. Buckeye Elementary School District #33
7. Buckeye Union High School District #201
8. Cartwright Elementary School District #83
9. Casa Grande Unified School District
10. Cave Creek Unified School District #93
11. Chandler Unified School District #80
12. Coolidge Unified School District #21
13. Creighton Elementary School District #14
14. Deer Valley Unified School District #97
15. Dysart Unified School District #89
16. East Valley Institute of Technology
17. Florence Unified School District #1
18. Fountain Hills Unified School District #98
19. Fowler Elementary School District #45
20. Gilbert Unified School District #41
21. Glendale Elementary School District #40
22. Glendale Union High School District #205
23. Higley Unified School District #60
24. Isaac Elementary School District #5
25. J.O. Combs Elementary School District #44
26. Kyrene Elementary School District #28
27. Laveen Elementary School District #59
28. Liberty Elementary School District #25
29. Litchfield Elementary School District #79
30. Littleton Elementary School District #65
31. Madison Elementary School District
32. Maricopa Unified School District #20
33. Mesa Unified School District #4
34. Murphy Elementary School District #21
35. Nadaburg School District #81
36. Osborn Elementary School District #8
37 Palo Verde Elementary School District #49
38. Paradise Valley Unified School District #69
39. Pendergast Elementary School District #92
40. Peoria Unified School District
41. Phoenix Elementary School District #1
42. Phoenix Union High School District #210
43. Queen Creek Unified School District #95
44. Riverside Elementary School District #2
45. Roosevelt Elementary School District #66
46. Saddle Mountain Unified School District #48
47. Scottsdale Unified School District #48
48. Stanfield Elementary School District #24
49. Tempe Elementary School District #3
50. Tempe Union High School District #213
51. Tolleson Elementary School District #17
52. Tolleson Union High School District #214
53. Union Elementary School District
54. Washington Elementary School District #6
55. Wilson Elementary School District

Charter School Members
56. Horizon Community Learning Center

Strategic Alliance for Volume Expenditures (SAVE) Cooperative Purchasing Agreements:

The following agencies have signed the Cooperative Purchasing Agreement with the SAVE association as of June 10, 2006

Municipalities
City of Apache Junction
City of Avondale
City of Chandler
City of Flagstaff
City of Glendale
City of Maricopa
City of Mesa
City of Peoria
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 Fountain Hills
Town of Paradise Valley
Town of Prescott Valley
Town of Queen Creek
Town of Superior

Counties
Cochise County
Coconino County
Gila County
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
Yavapai College

Political Agencies
AZ Dept. of Administration, State Procurement Office
Maricopa Integrated Health System
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 School District # 68
Amphitheater Public Schools
Apache Junction Unified School District # 43
Arlington Elementary School District #47
Avondale Elementary School District #44
Balsz School District #31
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 School District #83
Casa Blanca Middle School dba Vah Ki Middle School
Casa Grande Elementary School District
Casa Grande Union High School District
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
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
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
Grand Canyon Unified School District #4
Higley Unified School District #60
Holbrook Unified School District #3

Isaac 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
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
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
Peach Springs Unified School District #8
Pendergast School District #92
Phoenix Elementary School District # 1
Phoenix Union High School District #210
Picacho Elementary School District #33
Pine Strawberry Elementary School District #12
Prescott Unified School District #1
Quartzsite School District
Queen Creek Unified School District # 95
Riverside Elementary School District #2
Roosevelt Elementary School District # 66
Round Valley Unified School District #10
Saddle Mountain Unified School District #90
Safford Unified School District #1
Sahuarita Unified School District #30
Santa Cruz Valley Unified School District #35
Scottsdale Unified School District # 48
Sentinel Elementary School District #71
Show Low Unified School District #10
Sierra Vista Unified School District # 68
Somerton School District #11
Sunnyside Unified School District #12
Tempe Elementary School District # 3
Tempe Union High School District # 213
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
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
Wilson Elementary School District #7
Winslow Unified School District #1
Yuma Elementary School District # 1
Yuma Union High School District #70

As of July 25, 2006 the below members of SAVE and/or GPPCS have expressed an interest in the services for Marketing and Public Relations.

Cave Creek Unified School District #93
City of Maricopa
Douglas Unified School District #27
Roosevelt Elementary School District
Saddle Mountain Unified School District #90
Yavapai Community College
Wilson Elementary School District
Yuma Elementary School District
Yuma Union High School District

SPECIAL TERMS AND CONDITIONS

TERM OF CONTRACT:
Contract will be awarded annually, with an option to renew for up to four (4) additional years, for a total of five (5) years. The contract can be canceled with a sixty (60) day written notice by either party or immediate cancellation when non-performance or unsatisfactory performance of contract exists.

CERTIFICATION:
The Service Provider must have appropriate State certification/licensure valid for the 2006-2007 school year and each year thereafter.

INSURANCE:
The Related Services Providers acknowledge they have had continuous uninterrupted Worker's Compensation and General Liability Insurance coverage for their operation for at least the last two previous years.

Workers Compensation Insurance shall be maintained during the life of this contract for all employees engaged in work under the contract.

General Liability Insurance shall be maintained during the life of this contract providing limits of not less than $1,000,000 per occurrence.

NOTE: The district shall require a certificate of insurance be provided to substantiate the coverage.

AWARD OF CONTRACT:
This contract may be awarded to more than one vendor when in the best interest of the District to do so. Upon satisfactory performance and the availability of funding, the award will be renewed annually to meet the needs of Gilbert Public Schools. Gilbert Public Schools will notify the Provider of this status and the contract will remain in force until the full five years have expired or cancellation of contract has occurred. All vendors who respond to this RFP will be notified of the award(s) and regrets by mail. A purchase order will be issued to the awarded vendor(s) before proceeding with projects identified in the contract. It shall be understood that the bids submitted and program description of services will be received as information as to comparative costs and services to the District. It shall be noted that the bids received will serve to create a menu of Utility Usage Analysis/Consultant Services from which the District reserves the right to select appropriate vendors. The District reserves the right to reject any or all bids, waive any informality in the bid solicitation process when it is in the best interest of the District. The District also reserves the right to award contract to a service provider on an "All or Nothing" basis when it best meets the needs of the District.

PRICE CLAUSE:
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.

After initial contract term and prior to any contract renewal, any fully documented requests for price increases for services that could not have been foreseen or predicted will be reviewed by the District and at its sole option accept any changes or cancel from the contract those services concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to the participating members. Upon receipt of the notification, the District will review with the vendor, either by phone or in person, the changes. The adjustments, will go into effect for any new purchase orders. Gilbert Public Schools will notify members of "GPPCS" and "SAVE" by email of the changes.

SOFTWARE CODE:
Should the awarded vendor change ownership or go out of business, the District requires that the code of the software be released to the District immediately upon request, therefore giving the District the choice to hire a third party to maintain the software.

BEST & FINAL OFFER:
The District reserves the right to ask for a "best & final" offer, if after seeking clarification and if necessary conducting interviews with potential awardees.

BID PROTEST:
If a bid protest were to arise from this Request For Proposal, the District has appointed Clyde R. Dangerfield, Assistant Superintendent, Gilbert Public Schools, 140 South Gilbert Road, Gilbert, Arizona 85296 as representative to receive all protest according to the requirements of State of Arizona Procurement Code R2-1142 & R2-1143.

DEFINITION OF TERMS:
The terms used in this RFP are interchangeable and shall refer to the respondent for this RFP as follows: Consultant; Firm; Person; Company; Corporation, Contractor; Offeror; Provider; Bidder or Vendor.

LOBBYING:
Offeror is hereby advised that lobbying is not permitted with any district personnel or board members related to or involved with this RFP until the administration's recommendation for award has been posted in the business office. All oral or written inquiries must be directed through the Purchasing Department to the attention of Terri Fasano (480) 497-3381. Lobbying is defined as "any action taken by an individual, form, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of District Personnel, or Board Member after bid release and prior to award of this contract by all entities." Any Offeror that lobbies during the time specified will result in the rejection and disqualification of said proposal.

BILLING:
The awarded service provider agrees to meet all specified project requirements and provide all the necessary documentation for billing invoices. All billing invoices must reference the purchase order number as well as information stated on the purchase order and shall identify the specific item(s) being billed. Any purchase order issued by Gilbert Public Schools or a member of "GPPCS" or "SAVE" will refer to the RFP number of this bid.

INSTRUCTIONS TO BIDDERS

PROPOSAL PRICE PAGES:
The responding Bidder should respond on the bid Proposal Price Page, the fee that will be charged per hour for the service being requested. The Bidder should state the amount of increase over the next four years either by a dollar figure or a percentage increase over the original figure on this page. Other information should be included in the proposal that is asked for within this bid document. The "PROPOSAL PRICE PAGES" are to be signed and submitted with your response.

In addition to information required of the PROPOSAL PRICE PAGES, Bidders may choose to submit a separate list of service(s) offered and corresponding fee structure(s) not indicated on the PROPOSAL PRICE PAGES. It is important that bidders, as a minimum response, submit all requested pricing information to this department by date requested. Any additional information provided by the Bidder for non-requested services offered and fee structure list should be placed behind the "PROPOSAL PRICE PAGES" and submitted with your response.

ACKNOWLEDGMENT AND NON-COLLUSION:
Bidder must sign and have notarized the Acknowledgment and Non-Collusion Affidavit page. In case an addendum should be issued on this Request For Proposal, the Bidder must acknowledge the Addendum on the Acknowledgment and Non-Collusion Affidavit page. The Acknowledgment and Non-Collusion Affidavit page must be returned with the bid response; failure to do so could jeopardize the outcome of the award.

REFERENCES:
The responding Bidder should include a separate list of references of educational facilities or other establishments that have been serviced within the last three years. The list should include the educational facility/establishment name, contact person, telephone number, email address and the type of services provided. Place the reference list behind the "PROPOSAL PRICE PAGES" and submit with your response.

NUMBER OF COPIES:
Bidders are asked to submit six copies of their proposal, one marked "original" and five-marked "copy".

RESUME:
The District requests a resume of the responding Bidder and a fee structure list specifying the services to be provided. Any additional information that the Bidder can provide the District would be helpful in determining the qualifications of the Bidder. The resume and fee structure list should be placed behind the "PROPOSAL PRICE PAGES" and submitted with your response.

BACKGROUND

Gilbert Public Schools is a public school district in the state of Arizona, which encompasses twenty-six elementary schools, five middle schools, four high schools, the district offices and support facilities. The total gross building square footage for all district buildings is approximately 4,189,020 square feet with each high school and middle school having outside lighted athletic fields.

In accordance with ARS §15-910.03 Excess utilities; funding plan; review as detailed in the Scope of Work and approved by the voters of this state in the referendum designated as proposition 301 at the 2000 general election a school district governing board may budget for the district's excess utility costs which are specifically exempt from the district's revenue control limit. The exemption from the revenue control limit under this subsection expires on June 30, 2009. The uniform system of financial records shall specify expenditure items allowable as excess utility costs, which are limited to direct operational costs of heating, cooling, water and electricity, telephone communications and sanitation fees. The department of education and the auditor general shall include in the maintenance and operation section of the budget format, as provided in section 15-903, a separate line for utility expenditures and a special excess utility cost category. The special excess utility cost category shall contain budgeted expenditures for excess utility costs, as defined in this section 15-910. Beginning July 1, 2005, each school district that budgets for excess utilities shall annually develop, adopt and certify a plan addressing excess utility costs.

Therefore, Gilbert Public Schools solicits the services of an independent consultant(s) to analyze its utility costs and develop, implement, and manage appropriate strategic plans to reduce these costs.

SCOPE OF WORK

CONSULTING SERVICES:
focusing on
Identifying, defining and/or executing building renewal projects

emphasis placed on
Utility Costs - - Energy Conservation Measures - - GIS Applications

In accordance with the School District Policy Manual, a public record available for review, the Superintendent, shall enforce the statutes of the state of Arizona, rules of the State Board of Education and carry out the policies of the Governing Board of the District along with district administrators and staff are seeking one or more trained and effective independent consultants (vendors) to interact with district personnel and others on several projects to identify, define and/or execute building renewal projects focusing on utilities.

The district anticipates the independent consultant's services to include labor, expenses and applicable license fees for the use of any customized spreadsheets, templates, or software.

Emphasis is to be placed on training district personnel to perform the established procedures developed during the project. Additionally, training on the optimum use of the customized spreadsheets, templates, or software for district personnel is a priority.

Licensed fees for the use of any customized spreadsheets, templates, or software shall be clearly identified within the "PROPOSAL PRICE PAGES" or a separate price sheet to be included with the Bidder's response.

Services for each separate project may involve one or more vendor and may emphasize one or more of the following areas:

(1) School site demographics, attendance boundaries or planning areas for use with Geographical Information System (GIS) mapping technology.

(2) Energy conservation policies, procedures and measures.

(3) School site or building operations - - may include a detailed on-site energy audit with observations and reports.

(4) Electric; Natural Gas or (LP); Water; Waste-Water or Telephone Communications usage, costs and operations.

(5) Excess Utility Cost concerns.

(6) Energy Management System (EMS) operations and use.

(7) Arizona Department of Education and ARS §15-910.03. Excess utilities; funding plan; review procedures.

(8) Other projects to be determined.

Details of services for each separate project to include, but may not be limited to:

(1) Discussions with district administrators, staff or others as needed.

(2) Preparation of a short written overview, scope of service or other document proposing a solution for each separate project to be submitted for review and approved by the district.

(3) Execute proposed solution after approval and receipt of a purchase order from the district.

(4) Prepare verbal and written reports on the progress of the project.

(5) Follow-up on the project and make applicable recommendations.

(6) The service provider agrees to maintain reasonable and appropriate standards in conducting its services and agrees to consult regularly with District personnel.

The following excerpts are from the newly revised and passed CHAPTER 353, HOUSE BILL 2874, K-12 education; budget reconciliation.

This legislation becomes effect September 21, 2006 and now applies to ALL School Districts and relates to the Arizona Revised Statutes ARS §15-910.03. Excess utilities; funding plan; review:

NOTE: Words that are lined out reflect deletions from the previously adopted statutes.

A. Beginning July 1, 2005, each school district ~~that budgets for excess utilities~~ shall be required to annually develop, adopt and certify a plan at the same public meeting where the school district budget is proposed and adopted containing the following information:

1. A review and summary for each fiscal year since fiscal year 1999-2000 that includes the expenditures for the direct operational costs of each of the following that are contained within the revenue control limit and of the excess utilities budget outside the revenue control limit:

(a) Heating.
(b) Cooling.
(c) Water.
(d) Electricity.
(e) Telephone communications.
(f) Sanitation fees.

2. A review and summary that includes the current year budget, the current year estimated expenditures and the proposed budget for the direct operational costs of each of the following that are contained within the revenue control limit and of the excess utilities budget outside the revenue control limit:

(a) Heating.
(b) Cooling.
(c) Water.
(d) Electricity.
(e) Telephone communications.
(f) Sanitation fees.

3. A per pupil cost for the total expenditures for the direct operational costs that are contained within the revenue control limit and a per pupil cost for the total expenditures for the direct operational costs that are part of the excess utilities budget outside the revenue control limit as prescribed in paragraphs 1 and 2.

4. IF THE SCHOOL DISTRICT BUDGETS FOR EXCESS UTILITIES, a review and summary of specific financial goals to enable the school district to pay for all utility costs within the revenue control limit on or before June 30, 2009 as approved by the voters of this state in the referendum designated as proposition 301 at the 2000 general election.

5. IF THE SCHOOL DISTRICT BUDGETS FOR EXCESS UTILITIES, a review of the district's plan to ensure that the school district is making progress toward the achievement of the financial goals prescribed in paragraph 4.

B. Each school district shall be required to annually submit a copy of the plan prescribed in subsection A to the department of education on or before July 18.

C. The department of education shall prepare and submit an annual report on or before December 1, 200_ to the joint legislative budget committee. This report shall contain a summary of the school district plans and costs per pupil as prescribed in subsection A. The department of education shall include in the report a list of school districts that ~~budgeted for excess utilities but that~~ did not submit a plan pursuant to this section.

EVALUATION CRITERIA:

The evaluation criteria of this proposal will be as follows and weighted according to importance and value.

1. Pricing schedule, while cost is a significant factor in considering the placement of the awards, it is not necessarily the main factor **100%**

2. Qualifications - financial and otherwise, to provide services for the required period of time, provide appropriate staffing, and necessary resources **125%**

3. Past history of demonstrated competence performance and information obtained by the District from Offeror's references or other clients **75%**

4. Responsiveness of the Offeror in clearly responding to the scope of work **50%**

5. Assessment of the Offeror's abilities to meet and satisfy the needs of the District, taking into consideration additional services, or expertise offered, that exceed the requirements, or the vendor's inability to meet some of the requirements of the specification **150%**

DATE: October 3, 2007

TO: Clyde R Dangerfield, Esq.
Assistant Superintendent

FROM: Terri Fasano
Procurement Specialist – Purchasing Office

RE: GPPCS/SAVE – REQUEST FOR RENEWAL OF
Bid #07-006
CONSULTING SERVICES FOR UTILITY USAGE,
ENERGY CONSERVATION MEASURES AND
RECOMMENDATION SERVICES

The Purchasing Office requests the renewal of RFP #07-006 which was submitted through the Greater Phoenix Purchasing Consortium of Schools (GPPCS) and Strategic Alliance for Volume Expenditures (SAVE) of which Gilbert Public Schools is the lead district. The bid expires October 24, 2007 with the option to renew annually for the next four years in one-year increments. The awarded vendors, Tarian Solutions, Davis Demographics, and Telecom Resources International have agreed to extend the bid until October 24, 2008 to Gilbert Public Schools, GPPCS and SAVE.

The renewal of this bid will allow Gilbert Public Schools, GPPCS and SAVE to serve the needs of its members in order to provide Consulting Services for Utility Usage, Energy Conservation Measures and Recommendation Services on an "as needed" basis.

GPS Gilbert Public Schools
EXPECT SUCCESS

Superintendent
Bradley K. Barrett, Ph. D.

GPS Governing Board

President
Thad V. Stump
Clerk
Helen D. Hollands
Members
Van J Dunham, Ph. D.
Traci L. Klein
Linda Rollans

October 26, 2006

Telecom Resources International, Inc.
Attn: Victoria Thomas CEO
7119 East Shea Blvd. #109-486
Scottsdale, AZ 85254

Dear Ms. Thomas:

Congratulations! Your company has been awarded the telecommunications and information technology portion of RFP #07-006 Consulting Services for Utility Usage, Energy Conservation Measures and Recommendation Services.

Your contacts for services at Gilbert Public Schools will be Mr. Stan Peterson, Director of Maintenance and Operations or Terri Fasano, Purchasing Department.

Your interest and support of Gilbert Public Schools as well as the GPPCS/SAVE consortiums is greatly appreciated.

Sincerely,

Terri L. Fasano
Procurement Specialist
Gilbert Public Schools

xc: Mr. Stan Peterson

140 South Gilbert Road • Gilbert, AZ 85296 • Phone 480.497.3300
www.gilbert.k12.az.us

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 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 shall 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 shall 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 shall be submitted with the Offer and shall 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 certain 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 taxes. Offerors shall indicate taxes as a separate item in the Offer.

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 shall 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 Terms and Conditions;
3. Statement or 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 determination on whether the stamped information is confidential pursuant to the Arizona 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. Arizona Transaction privilege and use taxes shall not be considered when evaluating Offers.

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 or alternatives, by a group of line items or alternatives, 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 school district's Governing Board. Offerors will be so notified in writing by the School District.

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 each participating School District will be contingent upon the approval of its Governing Board, if applicable.

7. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School

District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the *District Representative*, Clyde R. Danagerfield, Assistant Superintendent. 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 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 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 by the school district/public entity 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:

1. Special Terms and Conditions;
2. Uniform Terms and Conditions;
3. Statement or Scope of Work;
4. Specifications;
5. Attachments;
6. Exhibits;
7. Documents referenced or included 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 or 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 by the District 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 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/public entity and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.

E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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

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/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 unless otherwise permitted by the Special Terms and Conditions. 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 or the Contract and of 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 school district/public entity shall not unreasonably withhold approval.

6. **Risk and Liability**

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

B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/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, 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 extend 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 supplied under this Contract are free of liens.

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

1. 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 Contract 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 or testing of or payment for the materials or services by the School District/public entity.

E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.

F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

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

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the school district/public entity 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 under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent 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 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 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 of 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 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 goods, materials, 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 on demand.

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 in procuring materials or services in substitution for those due from the Contractor.

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

10. **Contract Claims**

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

11. **Cooperative Purchasing**

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Greater Phoenix Purchasing Consortium of Schools "GPPCS" 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.

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 shall be the exclusive obligation of the School District.

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.

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. **Gift Policy**

The Greater Phoenix Purchasing Consortium of Schools (GPPCS) will accept no gifts, gratuities or advertising products from vendors. The GPPCS has adopted a zero tolerance policy concerning vendor gifts. Members of the GPPCS may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

RESOLUTION FOR A MULTITERM CONTRACT

REQUEST FOR PROPOSAL #07-006

CONSULTING SERVIES FOR UTILITY USAGE, ENERGY CONSERVATION MEASURES AND RECOMMENDATION SERVICES

WHEREAS, Gilbert Public Schools the ("District") desires to have a contract with a company to provide consulting services for utility usage, energy conservation measures and recommendation services.

WHEREAS, the District desires to use a multiterm contract for a the provider of these services pursuant to A.A.C. R7-2-1093;

WHEREAS, the Governing Board is required to make certain findings in order to award a multiterm contract pursuant to A.A.C. R7-2-1093;

IT IS HEREBY RESOLVED THAT a multiterm contract is appropriate because:

- A multiterm allows the District to plan ahead for cost saving measures as recommended by the consultants to be implemented over a period of time.
- A multiterm contract will be financially beneficial to the District due to the number of personnel hours involved researching and evaluating possible cost saving measures.
- A multiterm contract is more feasible with the training of employees and implementation of the recommendations made by the vendor.
- A multiterm contract will allow the District to have a history of maintenance scheduling with the same software.

IT IS HEREBY RESOLVED THAT the District has determined that TARIAN SOLUTIONS, TELECOM RESOURCES AND DAVIS DEMOGRAPHICS & PLANNING, INC. will best serve the District over a multiyear contract.

IT IS RESOLVED THAT the multiterm contracts shall be awarded to TARIAN SOLUTIONS, TELECOM RESOURCES AND DAVIS DEOMGRAPHICS & PLANNING under the terms and conditions of RFP#07-006, whose bids are the most advantageous for Gilbert Public Schools.

PASSED AND ADOPTED this 24th day of October 2006.

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President, Governing Board