



FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 (907) 452-2000 (907) 451-4465 [fax]

REQUEST FOR PROPOSALS

Solicitation No: 11-F0023

Greetings:

You are invited to submit your proposals for:

ABSENCE REPORTING & SUBCALLING SYSTEM

Proposals must be received at the Purchasing Office, 3rd Floor of the Administrative Center, 520 5th Ave., prior to: 04/12/11 4:30 PM.

A pre-proposal conference and will be held in Room 322 near the Purchasing Office at 03/31/11 2:00 PM.

This solicitation consists of the sections listed in the table of contents which will be part of any resulting contract.

Offerors/proposers should familiarize themselves with the entire proposal packet. Proposals will be submitted as specified herein under this cover sheet.

Sincerely,

Bart Grahek
Purchasing Director

Business Name: _____

Alaska Business License No.: _____

Mailing Address: _____

Business Address (Street Address): _____

Signature: _____

Typed or Printed Name: _____

Phone Number: _____

Fax Number: _____

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SECTION I - INSTRUCTIONS TO OFFERORS (CONT)

**SECTION I - INSTRUCTIONS TO OFFERORS
RFP**

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INSTRUCTIONS TO OFFERORS

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1. INTRODUCTION

The Fairbanks North Star Borough School District herein after referred to as the "District" or "Buyer" will receive proposals from firms having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area or other disciplines directly related to the proposed service. Other information required by the School District is specified in the "CONTENTS OF PROPOSAL" clause included in this RFP. A selection committee shall review and evaluate all replies and identify the firm(s) that constitute the "competitive range". The firm(s) included in the competitive range may be invited to submit more detailed information, make oral presentations, and/or enter into competitive negotiations. A contract will be offered to the qualified offeror that makes the most attractive offer to the School District based on the evaluation factors specified herein.

2. ORGANIZATION OF RFP DOCUMENT

This RFP is organized into three sections:

- Instructions to Offerors;
- Statement of Work (SOW); and
- General Provisions.

The description of the task to be performed is included in the Statement of Work. The General Provisions section is included to provide the offeror with the standard contract clauses included in any contract of this type. Unless otherwise specified in this RFP neither the SOW or General Provisions are binding. Clauses in these sections may be deleted, modified, or new clauses added in your proposal or during the negotiation phase of this procurement. Any changes in existing language should be identified in your "ACCEPTANCE OF CONDITIONS" submittal tab. Offerors are placed on notice, however, that a proposal that complies with these clauses (few or no exceptions stated and a plan that meets the needs of the District as specified in

SECTION I - INSTRUCTIONS TO OFFERORS (CONT)

the statement of work) will probably score higher than a proposal with exceptions and a deviation from the stated needs.

3. **SOLICITATION REVIEW**

Offerors shall carefully review this RFP for defects or ambiguities. Offeror's comments concerning defects or ambiguities in the RFP must be made in writing and received by the Buyer at least four (4) working days before the proposal opening date. Such comments will allow time for an addendum to be issued, if one is required. Offerors should send any such comments to the Buyer listed on the front of this RFP. Offerors' protests based upon any omissions, errors, or the content of the RFP will not be considered if not made known prior to the proposal opening date.

4. **INTERPRETATION OR REPRESENTATIONS**

The FNSB School District assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated in a written addendum to the RFP. No oral interpretation will be made to any Offeror as to the meaning of this solicitation or any part thereof. Every request for such interpretation shall be made in writing to the Buyer. Oral explanations or instructions given before the award of the contract will not be binding. Every interpretation made to an offeror will be in the form of an addendum to this solicitation, but it shall be the offeror's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract and all offerors shall acknowledge receipt of the addenda. Failure to acknowledge receipt of the addenda may be cause for rejection of proposal as non-responsive.

5. **PROPOSAL FORMS**

Offerors will submit proposals on the schedules provided herein. Offerors will also submit the cover sheet to this solicitation with their proposal and other documents as provided herein. Forms submitted must be complete, legible, and manually signed. Telegraphic or "FAX" proposals will not be accepted.

6. **PRE-PROPOSAL CONFERENCE**

Pre-proposal conferences are held to give offerors an opportunity to address ambiguities, defective specifications, and other concerns contained in the proposal document. The purpose is to identify and resolve issues that have the potential of generating an award protest based on defective or ambiguous specifications. Unless defective specifications are brought to the FNSB School District's attention at the pre-proposal conference, or as stated in the "Solicitation Review" clause, protests or appeals of award based on alleged defective specifications will not be favorably considered.

7. **SUBMITTING PROPOSALS**

- a. Proposals must be submitted in a sealed envelope, marked and addressed as shown below. Envelopes with proposal numbers written on the outside will not be opened until the scheduled date and time. Proposals must be received prior to the opening date and time.

 | Offeror's Return Address
 XXXXXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXXXXXX

FNSB School District
 Purchasing Department
 520 5th Ave.
 Fairbanks, Alaska 99701

RFP No: (insert the request for proposals number on your envelope)
Opening Date: (insert the opening date on your envelope)

SECTION I - INSTRUCTIONS TO OFFERORS (CONT)

- b. Neither the Fairbanks North Star Borough School District nor its officers or employees shall be responsible for the premature opening or failure to open a proposal which is not properly addressed and identified.
- c. The FNSB School District Purchasing Department is located on the 3rd Floor at 520 5th Ave., Fairbanks, Alaska, 99701; and is open for business from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m., Monday through Friday. Acceptance of Special Delivery mail is not available Saturday, Sunday or holidays. The ultimate responsibility for the delivery of the proposal document lies with the offeror. The FNSB School District shall make no concession regarding postal service or any other form of conveyance of the proposal document even when timely delivery of the proposal fails through no fault of the offeror.
- d. Offerors are encouraged to mail return proposals at least five (5) working days prior to proposal opening. Proposals mailed less than five (5) working days before opening should be sent by Postal Express, DHL Courier Express, or similar service.
- e. This is a suggestion only to minimize late proposals received and does not negate the aforementioned disposition of late proposals.

8. CONTENTS OF PROPOSAL

The original and five (5) copies of the proposal must be submitted under the Request for Proposal cover sheet. The Request for Proposal Cover Sheet must be completed and signed and shall be the face document of the proposal. Offerors shall present their responses to the items in the order that the items are listed, identifying each response by the tab numeral. Failure to submit proposals in the format specified below shall be considered just cause for rejection of the proposal at the sole discretion of the District. Brochures or other promotional presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate art work, expensive paper or binders, and expensive visuals are not necessary. The proposal shall include, as a minimum, the following:

TAB ITEM

- a. System Features. Describe the proposed system in detail with specific attention given to how the system will meet the needs of the FNSB School District.
- b. System Reporting Capabilities. Describe the reporting features of the proposed system.
- c. Service and Support. Describe the proposed system of support services.
- d. Personnel. Describe the experience of all those that will be involved in the delivery of the system and service - from the principals to field technicians - that includes experience in this area of service delivery.
- e. References. Provide at least five references for contracts of similar size and scope, for contracts awarded during the last three years. The School District reserves the right to ask for additional references or to seek references from other sources.
- f. Corporate Experience and Capacity. Describe the experience of the firm in providing software and service of the type described in the Statement of Work.
- g. Acceptance of Conditions. Indicate any exceptions to the clauses contained in Section II (Statement of Work), Section III (General Provisions - Service Contracts), or any enclosures/attachments contained in this solicitation.
- h. Additional Data. Provide any additional information that will aid in evaluation of the response.
- i. Cost Data. Provide complete cost data. Cost Data submitted at this stage is not binding and are subject to negotiation if you are chosen as a finalist unless the District determines that negotiations are not necessary and awards a contract based upon your initial response. In this case, your cost data and fee schedule will be binding.

SECTION I - INSTRUCTIONS TO OFFERORS (CONT)

- j. Amendment Acknowledgement.
- k. Non-Collusion Certificate.

9. RECEIPT AND OPENING OF PROPOSALS

- a. Proposals received prior to the advertised hour of opening will be kept secured and sealed. The District representative whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered.
- b. No responsibility will attach to the District or its representatives for the premature opening of, or the failure to open, a proposal not properly addressed and identified in accordance with the instructions contained herein.
- c. At the time and place fixed for the opening of proposals, the School District's representative will cause the proposals to be opened and recorded. The number of offers received, the identity of offerors, or the contents of a proposal will not be disclosed to the public until all proposals have been evaluated, negotiations completed if required, and a recommendation for award has been prepared for the School Board.

10. LATE PROPOSALS

Proposals received after the exact date and time specified for opening shall not be considered, and shall be held unopened by the FNSB School District until after the award of the contract. The District reserves the right, at its discretion, to consider proposals which have been delayed or mishandled by the District.

11. PRICES

- a. The offeror shall state prices in the units of issue on this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided without further cost.
- b. Prices quoted in proposals must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the FNSB School District, the offeror may list such taxes separately, directly below the proposal price for the affected item.
- c. The School District shall receive the benefit of any general reduction in Seller's price prior to delivery and in no event shall the District be charged higher prices than the Seller's similar customers who take delivery in substantially the same amounts and substantially similar circumstances.

12. CONTRACTOR'S TAX ID NUMBER

If goods or services procured through this RFP must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the District before payment will be made.

13. MODIFICATION, CORRECTION, OR WITHDRAWAL OF PROPOSALS

Proposals may be modified, corrected, or withdrawn on written, FAX or telegraphic request received prior to the time fixed for the Proposal opening, provided that written confirmation of any telegraphic withdrawal over the signature of the offeror is placed in the mail and postmarked prior to the time set for proposal Opening. Proposals may not be modified or corrected verbally. The offeror bears the same responsibility for delivery of proposal modifications, corrections, or withdrawals as for the original document. All modifications, corrections, or requests for withdrawal must be clearly marked as such. Any attempt to make additions, deletion, corrections, or withdrawals of the proposal not in compliance with these provisions may be construed as a lack of "Good Faith" and may be cause for forfeiture of a bid bond and/or rejection of the proposal.

SECTION I - INSTRUCTIONS TO OFFERORS (CONT)

14. **EVALUATION OF PROPOSALS**

a. Evaluation Factors. Evaluation of proposals will be based upon the following factors:

i. **System Feature.**

Is the proposed system robust and feature rich? Do the features offered aid the District in achieving its operational goals and requirements as outlined herein?

ii. **Service & Support.**

Does the proposer offer sufficient available and qualified support staff for both implementation/training and ongoing operation of the proposed system?

iii. **Suitability for School District Use**

Is the database structure and functionality compatible with the accounting and operational requirements of the District? Can the proposed system operate on existing hardware, or is additional, replacement, or upgraded hardware required for implementation?

iv. **Corporate Experience & Capacity.**

Based on the financial stability, organizational structure, experience with customers with comparable needs, and demonstrated understanding of the operational requirements of school districts, does the offeror have a history of providing a quality product and a high level of service? Does the offeror have sufficient staff to accommodate the addition of the District as a customer? What is the likelihood that the offeror is going to be able to provide the product and service that they propose for the expected life of the system?

v. **Price & Other Costs.**

What are the total costs involved in acquisition, implementation, and continued use of the proposed system, including any required or recommended hardware, training, and consultation fees, maintenance fees, etc.?

b. Negotiations

Offerors are asked to provide their best offer to include pricing as their initial submittals. The School District desires to award a contract based on the initial submissions and offerors should not rely on the negotiation process to modify their offers. However, the District may conduct negotiations in accordance with the following at the District's option:

- i. With the offeror of the most attractive proposal in an attempt to modify the proposal to be acceptable to the District.
- ii. With the offerors who have submitted proposals that are within the established competitive range; or
- iii. With all offerors.

Negotiations, if conducted, will occur after the opening date of the request for proposal. Offerors shall be accorded fair and equal treatment during negotiations with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

c. Best and Final Offer

Upon completion of negotiations, if any, the School District may call for "best and final offers" (BAFO) at its discretion.

SECTION I - INSTRUCTIONS TO OFFERORS (CONT)

15. **CONTRACT DOCUMENTS**

If a formal contract is not prepared upon award, the final agreement shall include and shall constitute the entire agreement:

- a. This RFP;
- b. Amendments to this RFP (if any);
- c. Offeror's proposal;
- d. Amendments to the Offeror's proposal and/or BAFO generated during the negotiation process.

If a formal contract is prepared and executed, it shall constitute the final agreement.

16. **AWARD OF CONTRACT**

- a. The resulting contract will be awarded to the responsible offeror submitting the most attractive proposal as determined by the evaluation factors and complying with the requirements of this solicitation, provided his proposal is reasonable and it is in the best interest of the School District to accept it. The School District, however, reserves the right to reject any and all proposals and to waive any informality or irregularity in proposals received whenever such rejection or waiver is in the School District's interest.
- b. The School District reserves the right to accept or reject any or all items of any proposal, where such acceptance or rejection is appropriate and does not affect the basic proposal.
- c. The School District reserves the right to reject any or all proposals, to waive deviations from the specifications and to waive informalities in the proposals received whenever such rejection or waiver is considered to be in the best interest of the School District.
- d. The School District reserves the right to reject the offer of an offeror who has previously failed to perform properly or complete on time contracts of a similar nature; to reject the proposal of an offeror who is not, in the opinion of the School District, in a position or qualified to perform the Contract; and any or all offers when such rejection is in the interest of the School District.
- e. Award in part or in whole is contingent upon available funding.

17. **ACCEPTANCE PERIOD**

To provide time for evaluation of offers received and approval of proposed awards, all offers submitted shall remain valid for a period of 60 days.

Any extension of this 60 days acceptance period shall be requested by the District in writing.

18. **AGGRIEVED OFFERORS**

The administration shall make available its recommendations for award by 12:00 Noon, on the Wednesday preceding the scheduled Tuesday School Board meeting for those contracts requiring School Board approval. Any aggrieved offeror may appeal to the School Board in writing, for those proposals requiring School Board action, the award of a contract. The appeal must be received by the Superintendent's office prior to 12:00 Noon on the day of the School Board meeting at which award of the contract is to be made. The appeal must include the name of the person submitting the protest, the name of the offeror represented by that person, the specific proposal which is being appealed and a detailed explanation of the reasons for the appeal. The aggrieved offeror must serve all other offerors with the notice of appeal in order to afford them the opportunity to rebut. Failure to give written notice of the appeal provided herein constitutes a waiver by the aggrieved offerors right of any objections to the award.

19. **ORDER OF PRECEDENCE**

The following order of precedence shall govern in the event of a conflict between documents of this Solicitation:

SECTION I - INSTRUCTIONS TO OFFERORS (CONT)

- a. Section II entitled "Statement of Work".
- b. Section III entitled "General Provisions - Service Contracts".
- c. Section I entitled "Instructions to Offerors".

**SECTION II - STATEMENT OF WORK (SOW)
RFP**

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STATEMENT OF WORK

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1. **SCOPE**

The Fairbanks North Star Borough School District is requesting proposals for an Absence Reporting and Substitute Calling System for use throughout the FNSB School District and to be administered centrally.

2. **BACKGROUND**

The Fairbanks North Star Borough School District consists of more than thirty schools and facilities spread over an approximately 50 mile radius throughout the central portion of Alaska. There are approximately 900 teachers and 700 staff who may use the system. Teachers and staff call in to the sub caller system to record absences and to request a substitute. The District has approximately 1500 substitute and temporary employees. Employees hired into the substitute/temporary category activate a profile in the sub caller system. Using these profiles, the system will call the appropriate substitute to fill in for those who will be absent.

The District currently uses eSchools Solutions' "SmartFind Express" system. The system interfaces with our current ERP solution, JD Edwards, via a custom program that allows us to dump profile data into the subcaller for all school based permanent employees, all substitute and most temporary employees. The District is currently in the process of replacing our ERP solution with Tyler Technologies' Munis system (Munis). The projected "go live date" for the implementation is January 2012. The proposed sub-calling system should be able to import and export data to the Munis system. While the payroll module of the District's ERP and the subcaller are not currently linked, the District desires the ability link the systems in the future. The District currently uses a mixture of Apple and PC computers to interface with its subcalling solution. While central office staff use PC's, many secretaries and most school staff use Apple computers.

3. **REQUIRED FEATURES**

System must, at a minimum, provide the following features:

- User friendly report writer
- Reliable and knowledgeable system support
- Recording of absences to assist in the preparation of time sheets
- Ability to interface with the District's ERP software (Tyler Technologies' Munis system).
- Back-up systems to ensure system availability in case of server failure.
- Redundant system sites to ensure uninterrupted service in case of a catastrophic event.
- Retention of data for multiple years and ability to report on said data.

4. **DESIRED FEATURES**

- Increased appropriate staff access to information
- Vendor hosted system

**SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS
RFP**

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1. **APPLICABLE LAW AND DISPUTES**

Any dispute with respect to this contract shall be governed by the laws of Alaska and FNSB School Board Policies. Any appeal of an administrative order and any original action to enforce any provision of this agreement or to obtain any relief from remedy in connection with this agreement may be brought only in the Superior Court for the Fourth Judicial District of Alaska.

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

2. **ASSIGNMENT AND SUBCONTRACTING**

This Contract or any interest hereunder shall not be assigned or transferred by the Seller without the prior written consent of the Buyer and subject to such terms and conditions that the Buyer may impose. The Buyer shall not consent to any proposed assignment unless and until the Seller furnishes the Buyer with two (2) executed copies of the assignment. The Seller shall not subcontract the furnishing of any of the complete or substantially complete items required by this Contract, without the prior written approval of the Buyer.

3. **AUDIT OF RECORDS**

Seller shall keep adequate records of direct labor costs and all other costs of the performance of this Contract, which shall be subject to audit by the Buyer in the event of termination for convenience or with respect to any work for which the price or any part thereof is based on time and cost of materials.

4. **BANKRUPTCY**

The Buyer may terminate this Contract in whole or in part by written or telegraphic notice:

- a. If the Seller shall become insolvent or make a general assignment for the benefit of creditors;
or
- b. If a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated with ten (10) days after it is filed.

Termination under this clause shall be in accordance with "Termination for Default" clause.

5. **BUYER FURNISHED PROPERTY**

a. **Furnished Property**

The Buyer shall deliver to the Seller for incorporation into the work to be performed, the property described in the SOW as Buyer furnished property, hereinafter referred to as "property". All property shall be identified as property of the Buyer. The property shall be used exclusively on the work required by this Contract. The Seller shall establish procedures for the inventorying, storage, maintenance, and inspection of the property. Records of such shall be made available to the Buyer upon request.

b. **Delivery**

The performance schedule of this Contract is based upon the premise that property suitable for use will be delivered to the Seller at the times stated in the SOW or, if not so stated, in sufficient time to enable the Seller to meet the performance schedule. If the property is not delivered to the Seller by such time or times, the Buyer shall, upon timely written request made by the Seller, make a determination of the extent of the delay, if any, incurred by the Seller thereby, and shall equitably adjust the performance schedule or the Contract price, or both, and any other contractual provision affected by such delay, in accordance with the "Changes" clause. If the property is received by the Seller in a condition which makes it not suitable for its intended use, the Seller shall, upon receipt thereof, notify the Buyer of such fact. Upon such notice, the Buyer shall advise the Seller of the disposition to be made of the property and issue a change order, with respect to such property, under the "Changes" clause.

c. **Risk of Loss**

The Seller assumes the risk of, and shall be responsible for, any loss or damage to property furnished under this clause upon its delivery to the Seller. Seller shall maintain adequate insurance to cover this risk.

d. **Access**

The Buyer, and any persons designated by the Buyer, shall at all reasonable times have access to the premises where the property is located for the purpose of inspecting the property.

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

e. Changes in Property

i. By notice in writing, the Buyer may:

- (1) increase, decrease or withdraw the property provided or to be provided by the Buyer under this clause, or
- (2) substitute other property for property to be provided by the Buyer. The Seller shall promptly take such action as the Buyer may direct with respect to the removal and shipping of property delivered and later withdrawn by such notice.

ii. Upon any increase, decrease, withdrawal or substitution of property pursuant to paragraph E.1 above, the Buyer, upon the written request of the Seller or on the Buyer's own accord, shall equitably adjust such contractual provisions as may be affected by the increase, decrease, withdrawal or substitution in accordance with the "Changes" clause.

f. Title

Title to all property shall remain in the Buyer.

6. **BUYER'S INSPECTORS**

The work shall be subject to inspection by the Buyer's appointed inspectors to insure strict compliance with the terms of the Contract. The inspectors are not authorized to change any provision of the specifications or any other part of this Contract without written authorization of the Buyer, nor shall the presence or absence of an inspector relieve the Seller from any requirements of the Contract.

7. **BUYER'S RIGHT TO USE INFORMATION DISCLOSED BY SELLER**

Unless otherwise expressly set forth to the contrary in this Contract, the Buyer shall have the right to use and have used, for any purpose, unpatented information concerning the services performed by the Seller hereunder which Seller may disclose to the Buyer during performance of this Contract if such information is furnished without restrictions on its use.

8. **CALENDAR DATES**

All periods of days referred to in this Contract shall be measured in calendar days.

9. **CHANGES**

The Buyer may, at any time, and from time to time, by a written order, make changes, within the general scope of this Contract, including but not limited to the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this Contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract price or performance schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Seller for adjustment under this clause must be asserted, by the Seller, in writing within fifteen (15) days from the date of receipt by the Seller of the written Change Order unless the Buyer grants, in writing, an extension to the fifteen (15) day period. Where the cost of property made obsolete or excess as result of a change is included in the Seller's claim for adjustment, the Buyer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute within the meaning of the "Applicable Law and Disputes" clause. Charges for any extra work or material will not be allowed unless made pursuant to this clause.

10. **CLAUSE HEADINGS**

The headings and subheadings of clauses contained herein are used for convenience and ease of reference and shall not limit the scope or intent of the clause.

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

11. **CONFIDENTIAL RELATIONSHIP**

The Seller shall treat as confidential all information supplied by Buyer or obtained by the Seller as a result of performance under this Contract unless such is in the public domain. The Seller shall not disclose any information related to this Contract to any person not authorized by the Buyer in writing to receive it.

12. **CONTINUITY OF SERVICES**

- a. The Seller recognizes that: (1) the services provided under this Contract are vital to the Buyer's operations, (2) continuity thereof must be maintained at a consistently high level without interruption, (3) upon expiration of this Contract or termination of this Contract for convenience or default, a successor, either the Buyer or another seller, may continue the services performed hereunder, (4) the successor will require phase-in training and assistance, (5) the Seller's cooperation is required in order to effect an orderly and efficient transition to a successor.
- b. Therefore, the Seller shall, upon written notification by the Buyer, provide phase-in and phase out (PIPO) services for up to sixty (60) days after expiration or termination of this Contract. Such notice shall be given sixty (60) days prior to Contract expiration or concurrently with the notice of termination. After notification, the Seller shall negotiate in good faith with a successor in determining the nature and extent of the PIPO services, including the cost thereof and a mutually acceptable detailed plan for PIPO operations. The plan shall have training program and specify a date for shifting the responsibilities to the successor for each division of work set forth in the plan. The plan shall be subject to the approval of the Buyer.
- c. The Seller shall provide sufficient experienced personnel during the PIPO period to insure that the services performed under this Contract are maintained at a high level of proficiency.
- d. The Seller shall be reimbursed for all reasonable PIPO costs which are those costs accruing within the agreed period after Contract expiration or termination which result from the PIPO operations. A profit shall be paid on said costs unless the Contract has been terminated for default.
- e. The Seller shall cooperate with the successor in allowing as many of the Seller's personnel as practicable to remain on the job and to transfer to the successor in order to enhance the continuity and consistency of the services required under this Contract. Therefore, the Seller shall furnish to the successor the necessary personnel records and allow the successor to conduct on-site interviews with the Seller's employees. If said employees are agreeable to the transfer and are accepted by the successor, then the Seller shall release them for employment by the successor at a mutually acceptable date and shall negotiate the transfer of their earned fringe benefits, if any, to the successor.

13. **CONTRACT ADMINISTRATION**

Notwithstanding any other provisions of this Contract or any document referenced herein, the Buyer's Director of Procurement, or cognizant Contract Administrator are the only individuals authorized to make the changes in or redirect the work required by this Contract. Where the Buyer's approval is required under the terms of this Contract, it shall be construed to mean the approval of the Buyer's Director of Procurement or the cognizant Contract Administrator. In the event the Seller effects any change at the direction of any other person, the change will be considered as having been made without authority and an adjustment shall not be made in Contract price or performance schedule as a result thereof.

14. **DEFINITIONS**

As used in this Contract, the following terms shall have the meanings set forth below:

TERM	MEANING
a. "Advise"	Advise in writing.
b. "Appoint"	Appoint in writing.

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

c.	"Approval"	Approval in writing.
d.	"Buyer"	Person or persons designated in writing who are authorized to act on behalf of the Buyer. This designation shall be made by the Buyer on or before the date work commences under this Contract.
e.	"Change Order"	A written order signed by the Buyer directing the Seller to make changes in the work without the consent of the Seller.
f.	"Contract Amendment"	A written alteration in any part of the Contract whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties. It includes change orders and notices of termination.
	"Contract Modification"	
g.	"Designate"	Designate in writing.
h.	"Direction"	Direction in writing.
i.	"Includes"	Includes but is not limited to.
j.	"Item"	Hardware, data, software, materials, spare parts and other articles to be delivered or services to be performed.
k.	"May"	May is permissive, however, the words "no person may" mean that no person is required, authorized, or permitted to do the act prohibited,
l.	"Shall"	Shall is imperative.
m.	"Statement of Work"	All specifications, drawings, data and other information included or referenced in the Statement of Work.
	"SOW"	
n.	"Subcontractor(s)"	All persons, vendors and entities furnishing work, property or services to the Seller for use on this Contract.
o.	"Work"	Includes equipment, installation, material and services.

15. **EXCUSABLE DELAYS**

The Seller shall not be liable for damages, including liquidated damages, if any, for delays in performance or failure to perform due to causes beyond the control and without the fault or negligence of the Seller. Such causes include but are not limited to, acts of God, acts of the public enemy, acts of the United States Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

16. **IDENTIFICATION OF SELLER'S EMPLOYEES**

The Seller shall be responsible for furnishing to each employee and for requiring each employee engaged on the work site to display such identification as may be approved and directed by the Buyer. All prescribed identification shall be delivered immediately to the Buyer, for cancellation upon the release of any Seller's employee. The Seller shall include a clause containing the substance of this clause in all subcontracts hereunder.

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

17. INDUSTRIAL LAWS AND BENEFITS

In all matters relating to this Contract, the Seller shall be acting as an independent contractor. Neither the Seller nor any of the persons furnishing materials or performing work or services which are required by this Contract are employees of the Buyer within the meaning of or the application of any Federal, or State Unemployment Insurance Law, or other Social Security, or any Workmen's Compensation, Industrial Accident Law, or other Industrial or Labor Law. At its own expense, the Seller shall comply with such laws, and assume all obligations imposed by any one or more of such laws with respect to this Contract.

18. INSPECTION OF SERVICES

- a. All services shall be subject to inspection and test by the Buyer, to the extent practicable at all times and places during the term of the Contract and during PIPO operations. All inspections and tests by the Buyer shall be made in such a manner as not unduly delay the work.
- b. If any services performed hereunder are not in conformity with the requirements of this Contract, the Buyer shall have the right to require the Seller to perform the services again in conformity with the requirements of the Contract, at no expense to the Buyer. When the defective services performed are of such a nature that the defect cannot be corrected by reperformance of the services, the Buyer shall have the right to: (1) require the Seller to immediately take all steps necessary to ensure future performance of the services in conformity with the requirements of the Contract; (2) and reduce the Contract price to reflect the reduced value of the services performed, If the Seller fails to perform promptly the services again or to take necessary steps to ensure future performance of the services in conformity with the requirements of the Contract, the Buyer shall have the right to either (a) by Contract or otherwise have the services performed in conformity with the Contract requirements and charge the Seller any cost incurred by the Buyer that is directly related to the performance of such services; or (b) terminate this Contract for default pursuant to the "Termination for Default" clause.
- c. Records of all inspections and tests by Seller shall be kept complete and available to Buyer during performance of this Contract and for such longer period as may be specified elsewhere in this Contract.

19. INSURANCE

Before commencing work, Seller shall procure and maintain insurance of the limits and kinds enumerated hereunder with an insurance company rated as "Excellent" or "Superior" by A. M. Best Company. Certificates of such insurance issued by the Seller's insurance carrier shall be filed with the Buyer before commencement of work and shall set forth the following:

- a. LIMITS The contractor shall obtain insurance for not less than the following limits:
 - i. Commercial general liability: \$1,000,000 limit
 - ii. Comprehensive automotive liability: \$1,000,000 combined single limit
 - iii. Workers compensation: \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.
- b. AUTOMOBILE LIABILITY INSURANCE. All automobiles must be insured when the contractor is using them to do work under this agreement. The coverage must include buses if the contractor's buses are used to transport children. The following coverages automatically qualify:
 - (1) All autos or
 - (2) All owned, nonowned, and hires autos.

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

- i. If the contractor submits insurance covering only scheduled autos, then the contractor agrees to use only those insured vehicles for the work and to insure any additional vehicles before using them for the work.
- c. **WORKER'S COMPENSATION** The contractor understands that all employees must be covered by worker's compensation insurance during the term of the contract with the School District.
- d. **ALTERNATE COVERAGE** A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of the section.
- e. **ADDITIONAL INSURED** The School District must be listed as an additional insured in the contractor's commercial general liability policy.
- f. **CERTIFICATE OF INSURANCE** Before starting work, the contractor will provide a certificate of insurance in a form acceptable to the School District showing that the contractor has the required insurance coverage.
- g. **CANCELLATION** The School District must receive notice if the contractor's insurance is going to be canceled, not renewed, or changed in some important way. The certificate of insurance must say that the insurer will notify the School District at least 30 days before the insurer cancels, refuses to renew, or materially changes the coverage.
- h. **INCREASED COVERAGE** During the contract term, the School District might require higher limits of insurance than those listed in this section. If the School District requires such insurance, and the insurer raises its premium as a result of higher limits, then the Borough will pay the contractor the difference between the old and the new premiums.
- i. Certificates of Insurance shall be issued to:

Fairbanks North Star Borough School District
520 Fifth Avenue
Fairbanks, AK 99701

20. **LAWS AND ORDINANCES**

The Seller shall comply with all applicable laws, ordinances, rules and regulations including Federal, State and Municipal authorities and departments relating to or affecting the work hereunder or any part thereof, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith. The Seller agrees to indemnify and hold harmless the Buyer from and against any and all liability or direct consequential damage, including but not limited to, any fines, penalties, or other corrective measures the School District may suffer resulting from any violation by the contractor of such laws, ordinances, rules, and regulations.

21. **NON-DISCRIMINATION**

The Seller agrees that if awarded a contract under this invitation they shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto, the Equal Employment Opportunity Act and all amendments thereto, the Fairbanks North Star Borough School Board Policy, article 441, and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

22. **MATERIAL AND WORKMANSHIP**

All equipment, material and articles used in the work covered by this Contract are to be of the most suitable grade for the purpose intended. Unless otherwise specified herein, reference to any equipment, material, article, or patented process by trade name, make, or catalog number shall be regarded as establishing a standard or quality and the Seller may, with the Buyer's prior written approval, substitute any equipment, material, article or process which in the judgment of the Buyer is equal to that named.

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

23. **MODIFICATION OF CONTRACT**

This Contract contains all the agreements and conditions under which the work is to be performed and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Contract. The terms and conditions contained in this Contract may not be added to, modified, superseded or otherwise altered except by written modification signed by authorized representatives of the Buyer's Procurement Department and the Seller.

24. **NO WAIVER OF CONDITIONS**

Failure of the Buyer to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or waiver of any other default of the Seller.

25. **NONAPPROPRIATION**

All funds for payment by the School District under this contract are subject to the availability of annual appropriations for this purpose by the state legislature and the Fairbanks North Star Borough Assembly. In the event of nonappropriation of funds by the above governing bodies for the services provided under the contract, the School District will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the School District shall not be obligated under this contract beyond the date of termination.

26. **NOTICE TO THE BUYER OF LABOR DISPUTES**

- a. Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Buyer.
- b. The Seller shall insert the substance of this clause, including this paragraph B., in any subcontracts hereunder. Each such subcontract shall provide that in the event of its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the Seller of all relevant information with respect to such dispute.

27. **OPERATION AND STORAGE AREAS**

All operations of the Seller, including storage of materials, shall be confined to areas authorized or approved by the Buyer. No unauthorized or unwarranted entry upon, passage through, or storage or disposal of materials shall be made upon other premises. The Seller shall hold and save the Buyer, its employees, officers and agents, free and harmless from liability of any nature of kind arising from any use, trespass or damage incurred by Seller's operations on premises of third persons.

28. **OTHER CONTRACTS**

The Buyer may undertake or award other contracts for additional work, and the Seller shall fully cooperate with such other contractors and Buyer's employees and carefully fit its own work to such additional work as may be contracted for by the Buyer. The Seller shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Buyer's employees.

29. **PERMITS AND RESPONSIBILITIES**

Without additional expense to the Buyer, the Seller shall be responsible for obtaining any necessary licenses and permits, and for complying with all applicable laws, codes, and regulations, in connection with the prosecution of the work. The Seller shall be responsible for all damages to persons or property that occur as a result of its fault or negligence. Seller shall take proper safety and health precautions to protect the work, employees of the Buyer and Seller, the public, and the property of others.

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

30. **PROTECTION OF BUILDINGS, EQUIPMENT AND VEGETATION**

The Seller shall use reasonable care to avoid damaging existing buildings, structures, equipment and vegetation such as trees, shrubs and grass on the Buyer's facility. If the Seller fails to do so and damages any such buildings, structures, equipment, or vegetation, Seller shall replace or repair the damage at no expense to the Buyer as directed by the Buyer. If Seller fails or refuses to make such repair or replacement, the Seller shall be liable for the cost thereof which may be deducted by the Buyer from payments due or which may become due to the Seller.

31. **PUBLIC RELEASE OF INFORMATION**

Unless the prior written consent of the Buyer is obtained, the Seller shall not, except as may be required by law or regulations, in any manner advertise or publish or release for publication any statement or information mentioning the Buyer, or the fact that the Seller has furnished or contracted to furnish to the Buyer the services required by this Contract, or quote the opinion of any employee of Buyer.

32. **REMOVAL OF SELLER'S UNSATISFACTORY EMPLOYEES**

By written notice, the Buyer may require the Seller to remove from the work any employee the Buyer deems incompetent, careless, or otherwise objectionable.

33. **SAFETY**

- a. Seller shall be responsible for safety related to and during the performance of the work hereunder. Seller shall insure that its employees and the employees of its subcontractors are notified of and observe and abide by all safety regulations and laws including but not limited to those issued by the Buyer, and any revisions of the foregoing that may hereinafter be applicable.
- b. Said laws and regulations are minimum requirements for the Seller. Seller shall take any additional precautions necessary or proper under the circumstances to prevent injury to or death of persons and/or damage to property. Compliance with such laws and regulations by the Seller, or Buyer's approval of any actions or procedures of the Seller, as provided herein shall not relieve the Seller of its obligations to use due care in performing the work required under this Contract.
- c. Seller shall immediately notify Buyer of any damage to property and/or injury to, or death of, persons which occurs in connection with or is in any way related to the work. Seller shall furnish Buyer a written report of the aforesaid as soon as possible.

34. **SUPERINTENDENCE BY SELLER**

The Seller shall have a competent foreman or superintendent, satisfactory to the Buyer, on the work site at all times during the performance of work. Said foreman or superintendent shall have the authority to act for the Seller.

35. **TAXES**

Unless prohibited by law or otherwise stated to the contrary in this Contract, the Seller shall pay and has included in the price of this Contract, any Federal, State or Local Sales Tax, Transportation Tax, or other similar levy which is required to be imposed upon the work or services to be performed.

36. **TERMINATIONS**

a. **TERMINATION FOR CONVENIENCE**

The School District may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The School District shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

b. **TERMINATION FOR DEFAULT**

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

If the contractor refuses or fails to prosecute the work or any separate part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the School District may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the School District may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the School District resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the School District in completing the work.

37. **UTILITY SERVICES**

The Buyer will make available to the Seller, from existing outlets and connections, the utilities specified in the SOW. Except as otherwise provided in the SOW, utilities shall be furnished without charge. The Seller shall conserve utilities furnished without charge.

38. **WARRANTY OF SERVICES**

Notwithstanding inspection and acceptance by the Buyer or any provision concerning the conclusiveness thereof, the Seller warrants that all services performed under this Contract shall, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The Buyer shall give written notice of any such defect or nonconformance to the Seller within five (5) days after date of acceptance by Buyer. Such notice shall state either (1) that the Seller shall correct or reperform any defective or nonconforming services, or (2) that the Buyer does not require correction or reperformance. If the Seller is required to correct or reperform, it shall be at no cost to the Buyer, and any services corrected or reperformed by the Seller pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed. If the Seller fails or refuses to correct or reperform, the Buyer may, by contract or otherwise, correct or replace with similar services and charge to the Seller the cost incurred to the Buyer thereby or obtain an equitable adjustment in the Contract price. If the Buyer does not require correction or reperformance, the Buyer shall make an equitable adjustment in the Contract price. Except as otherwise provided herein, the Seller warrants that all articles, materials, and equipment supplied under this contract are new, conform to the specifications of this contract, to be of merchantable quality, are fit for the use intended, and are free from defects in materials and workmanship. The Buyer requires that the Seller honor guarantees and warranties offered by the manufacturer.

39. **PAYMENT**

Unless otherwise stated in the SOW, payment will be tendered after all work is complete, has been inspected by the appropriate School District inspector and found to be in compliance with commonly accepted industry standards, building codes and regulations, and the terms and conditions of this document. Contingent with the above, payment will be made within 30 days of receipt of an invoice by the School District.

40. **INDEMNITY**

Except for claims arising out of acts caused by the sole negligence of the School District, its agents, servants or employees, the contractor agrees to indemnify and hold harmless the School District, its agents, servants and employees, from acts or omissions of any nature whatsoever of the contractor, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the School District therefrom.

Enclosures:

Submittal Tab a – System Features

System Features. Provide a detailed description of all relevant aspects of the proposed system.

- In addition to a detailed description of the operational aspects of the system, the description should include but not be limited to the following:
- What is the system architecture (web-based, client/server, mixed)?
- Is the system integrated with any third party vendor's software/systems? To what extent?
- Describe the system's security and data integrity infrastructure.
- Provide a statement regarding the system's current capacity and the ability of the system to expand capacity if required as a result of an increase in client base and/or workload.
- How are calls placed and prioritized if the proposed system is used by multiple districts/clients?
- How many phone lines are dedicated to meet the District's call load?
- Can a system administrator open multiple sessions or windows/tabs in the system to accomplish tasks without having to exit a concurrent ongoing task?

Submittal Tab b – System Reporting Capabilities

System Reporting Capabilities. Describe the reporting features of the proposed system, to include but not be limited to the following:

- Is the system provided with a library of customizable reports? Describe the degree to which the reports are able to be customized.
- How is data exported from the system into other report writing software?
- Can employee, substitute, and absence data be exported to other reporting software?
- Can employee, substitute, and absence data be exported to the Tyler Munis system?

Submittal Tab c – Service & Support

Service and Support. Describe your system of support services, to include but not be limited to the following:

- Maintenance
- System Updates
- Troubleshooting (include hours/days available)
- Help Desk (include hours/days available)
- Any other significant aspects of your support system

Submittal Tab d - Personnel

Describe the experience of all individuals that will be a part of the implementation and ongoing support of the proposed system, to include the length of time employed by your company, the length of time in current and/or past roles associated with the proposed system, and each employees anticipated role in the implementation and support of the proposed system.

Submittal Tab e - References

Provide at least five references for contracts of similar scope and district size that your company has executed during the past three years.

Submittal Tab f – Corporate Experience & Capacity

Corporate Experience and Capacity. Describe the experience of the firm in providing software and service of the type outlined in the Statement of Work, the number of years that software and service of this type have been delivered, and provide a statement on the extent of any corporate expansion required to handle any contract that may arise as a result of this solicitation.

Submittal Tab g - Acceptance of Conditions

Acceptance of Conditions. Indicate any exceptions to the clauses contained in Section III (General Provisions - Service Contracts), Section II (Statement of Work), or any enclosures/attachments contained in this solicitation.

Submittal Tab h - Additional Data

Additional Data. Provide any additional information that will aid in evaluation of the response.

Submittal Tab i - Cost Data

Cost Data. Provide complete cost data, to include but not be limited to the following:

- Implementation (to include training, system documentation, travel, and per diem if applicable)
- Licensing fees
- Maintenance and support fees
- Data conversion costs (if applicable)
- Any other potential costs or expenses of the system
- Cost for any report generation

Submittal Tab j - Amendment Acknowledgement

RFP-11-F0023

Please indicate each amendment received and sign to acknowledge receipt. Return this form with your proposal packet. Failure to acknowledge receipt of amendments may result in a determination of your proposal as nonresponsive.

Amendment No.	Receipt Acknowledged (Signature)	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Submittal Tab k - Non-collusion Certificate

THE OFFEROR CERTIFIES THAT -

- a. THE PRICES IN THIS OFFER HAVE BEEN ARRIVED AT INDEPENDENTLY, WITHOUT, FOR THE PURPOSE OF RESTRICTING COMPETITION, ANY CONSULTATION, COMMUNICATION, OR AGREEMENT WITH ANY OTHER OFFEROR OR COMPETITOR RELATING TO (I) THOSE PRICES, (II) THE INTENTION TO SUBMIT AN OFFER, OR (III) THE METHODS OR FACTORS USED TO CALCULATE THE PRICES OFFERED,
- b. THE PRICES IN THIS OFFER HAVE NOT AND WILL NOT BE KNOWINGLY DISCLOSED BY THE OFFEROR, DIRECTLY OR INDIRECTLY, TO ANY OTHER OFFEROR OR COMPETITOR BEFORE CONTRACT AWARD UNLESS OTHERWISE REQUIRED BY LAW, AND
- c. NO ATTEMPT HAS BEEN MADE OR WILL BE MADE BY THE OFFEROR TO INDUCE ANY OTHER CONCERN TO SUBMIT OR NOT TO SUBMIT AN OFFER FOR THE PURPOSE OF RESTRICTING COMPETITION.

(Signature)

(Title)

(Business Name)

(Date)