



**Whiteriver Unified School District #20**  
 PO Box 190 Whiteriver, AZ 85941 (928) 358-5800  
**NOTICE OF REQUEST FOR PROPOSAL**

**RFP 15-04-20**  
**E-Rate**  
**Category 1**  
**Cellular Services**

- Proposal Number:** 15-04-20
- Material or service:** E-Rate Priority I – Cellular Services
- Proposal Due Date:** March 6, 2015 by 5:00 p.m. Arizona Time
- Preconference:** None
- Opening Location:** WUSD – IT Offices 963 South Chief Avenue, Whiteriver, AZ 85941

Any interested offerors without internet access may obtain a copy of this solicitation and any resulting Amendments by going to our website, calling (928) 358-5800, or a copy may be picked up during regular business hours at the District’s Procurement Department, 959 South Chief Avenue, Whiteriver, AZ 85941. If you experience any problems receiving this solicitation, please call (928) 358-5800.

If you do not wish to bid on this solicitation, please provide written notification of your decision. Failure to respond could result in deletion of your name from the District’s vendor listing. This form may be returned to the address above, or faxed to (928) 358-5801. A “No Bid” will be considered a response.

- I am submitting a “No Bid” at this time.**  
Please keep my name on the District’s Bidder’s List.
- I cannot provide services of this nature.**  
Please remove my name from this category. I will submit a revised Vendor Registration Form
- I no longer wish to do business with Whiteriver Unified School District.**  
Please remove my name from the District’s Bidder’s List.
- I am no longer in the business to provide these services.**  
Please remove my name from the District’s Bidder’s List.

Name of the Company: .....

Name and Position Held with Company: .....

Authorized Signature/Local Representative: .....

Date Signed: .....

Telephone /Email Address: .....

Mailing Address (Street, PO Box, City, State, ZIP): .....



## Whiteriver Unified School District #20

PO Box 190 Whiteriver, AZ 85941 (928) 358-5800

### REQUEST FOR PROPOSAL

RFP 15-04-20

E-Rate

Category 1

Cellular Services

#### Proposal Responses Due on or before:

March 6, 2015 by 5:00 p.m., Mountain Standard Time

#### Proposals Received will be received at:

963 South Chief Ave, Whiteriver, AZ 85941

#### Proposals Received will be opened at:

WUSD – IT Offices 963 South Chief Avenue, Whiteriver, AZ 85941

This solicitation and all Amendments may be obtained from our website at: [www.WUSD.US](http://www.WUSD.US) In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposals for the material or services specified will be received by the **Whiteriver Unified School District**, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the names of the vendors submitting shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. If you need directions to our office, please call **928 358-5800**. **We are not in an overnight delivery area.**

This proposal is being issued to be compliant with the Federal E-Rate Program and therefore all parties must obey every aspect of the E-Rate program guide line and regulations (administrative laws) of the E-Rate program) in addition of following Arizona laws pertaining to public school districts. In addition, the proposal shall be in accordance with the local laws of the Whiteriver Apache White Mountains Tribe. The offeror is responsible to be aware and familiar with the several laws and regulations of the mentioned above entities.

The Whiteriver Apache White Mountains Tribe has among their laws, TERO laws that involves certain fees and labor regulations for certain projects. It is the vendor / providers' responsibility to be familiar with these.

Proposals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. By statute, late Proposals shall not be considered.

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

Proposals will be opened publicly immediately after the hour of closing. The name of each firm submitting a proposal and other relevant information, as determined by the District, shall be recorded. This record shall be open for public inspection at the time of the proposal opening. All other information, including pricing, shall remain confidential until after the award is made. The contract will not be awarded solely on the basis of cost. All information and proposals submitted will be made available for public inspection after the award has been made, except to the extent that the offer-or has requested, and the District concurs, that certain information remain confidential.



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The Whiteriver School District #20 reserves the right to accept, reject any or all proposals or any portion of the proposal. The Whiteriver School District #20 reserves the right to cancel the RFP at any time.

Four Copies are required, One will be marked "Original"; two marked "copy" and the final copy will be submitted on a jump drive with the responders offer in PDF format.

This solicitation consists of instructions, general terms and conditions, award criteria, proposal form, form of contract, special terms and conditions, and specifications. Offerors are strongly encouraged to carefully read all general information, the special terms and conditions, and specifications for the products/services being offered. Failure to examine any of the requirements will be at offeror's risk.

Vendors are strongly encouraged to carefully read the entire Request for Proposal.

Sandie Sedillo

Sandie Sedillo, **Business Manager**

**(928) 338-2003 Phone**

SSedillo@WUSD.US

**02/04/2015**

Date

**(928) 338-5124 Fax**

#### DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:

[http://azsos.gov/public\\_services/Title\\_07/7-02.htm#Article\\_10](http://azsos.gov/public_services/Title_07/7-02.htm#Article_10)

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

USFR Questionnaire:

[http://www.auditorgen.state.az.us/manuals\\_schooldistrict.htm](http://www.auditorgen.state.az.us/manuals_schooldistrict.htm)



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# 1. UNIFORM INSTRUCTIONS TO OFFERORS

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## 1.1. Definition of General 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 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”** 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.



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### Uniform Instructions to Offerors

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- E. **“School District”** means the School District that executes the contract.

## 1.2 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 inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an 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. An Offeror may not rely on verbal responses to its inquiries.
- F. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.
- G. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 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.



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## 1.3 Offer Preparation

- A. **Forms:** No Facsimile, email 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, email or mailgram offer shall be rejected.
- B. **Typed or Ink; Corrections.** The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. **Evidence of Intent to be Bound.** The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. **Exceptions to Terms and Conditions.** All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
  - a. 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.
  - b. 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.** Unless otherwise stated in the Solicitation, each Solicitation Amendment 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 to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Offer.





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- H. **Federal Excise Tax.** School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. **Provision of Tax Identification Numbers.** Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. **Identification of Taxes in Offer.** School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District will conclude that the price(s) offered includes all applicable taxes.
- K. **Disclosure.** If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. **Solicitation Order of Precedence.** In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- a. Special Terms and Conditions;
  - b. Uniform General Terms and Conditions;
  - c. Statement of Scope of Work;
  - d. Specifications;
  - e. Attachments;
  - f. Exhibits;
  - g. Special Instructions to Offerors; and
  - h. 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).





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#### 1.4 Submission of Offer

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

#### 1.5 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.



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- 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:
  - a. Waive any minor informality;
  - b. Reject any and all offers or portions thereof; or
  - c. Cancel a solicitation.

## 1.6 Award

- A. **Number or Types of Awards.** Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/public entity's interest, "all or none" Offers shall be rejected.
- B. **Contract Inception.** An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. **Effective Date.** The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. **Final acceptance** for each participating School District will be contingent upon the approval of their Governing Board, if applicable.



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#### **1.7 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, Jeffery Fuller, 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 with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

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



## Whiteriver Unified School District #20

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# REQUEST FOR PROPOSAL Uniform Terms and Conditions

**RFP 15-04-20**

**E-Rate**

**Category 1**

**Cellular Services**

## 2. Uniform Terms and Conditions

### 2.1 Definition of Terms

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

- A. Attachment - any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. Contract - 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 or Contract Amendments; and any terms applied by law.
- C. Contract Amendment - a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. Contractor - any person who has a Contract with the School District.
- E. Days - calendar days unless otherwise specified.
- F. Exhibit - any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. Gratuity - 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. LEA - Local Education Agency.
- I. Offer - bid, proposal or qualification.
- J. Offeror - a vendor who responds to a Solicitation.
- K. Procurement Officer - the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- L. Solicitation - an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualification (RFQ).
- M. Solicitation Amendment - a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.



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- N. Subcontract - 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.

## 2.2 Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
1. Special Terms and Conditions;
  2. Uniform General Terms and Conditions;
  3. Statement or Scope of Work;
  4. Specifications;
  5. Attachments;
  6. Exhibits;
  7. Documents Referenced in the Solicitation;
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

## 2.3 Contract Administration and Operation



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### Uniform Terms and Conditions

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



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#### 2.4 Costs and Payments

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

#### 2.5 Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of





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payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

## 2.6 Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
  - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government



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authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:
  - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
  - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
  - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

## 2.7 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 of the materials or services, they shall be:



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



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#### 2.8 School District's Contractual Remedies

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



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## 2.9 Contract Termination

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



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Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District reprocurring the materials or services.

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

#### 2.10 Contract Claims

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

#### 2.11 Gift Policy

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

#### 2.12 Offshore Performance

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



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#### **2.13 Contractor's Employment Eligibility**

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

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

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

#### **2.14 Terrorism County Divestments**

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

#### **2.15 Fingerprint Checks**

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

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

Additionally, the contractor shall comply with the governing body fingerprinting policies of each individual school district.





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## 3. Special Instruction to Offerors

### 3.1. Additional Special Instructions

Offerors shall see the Attachments within the Solicitation for Additional Special Instructions associated with this Solicitation.

### 3.2 Definition of Technology Terms

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

- A. **"ACC"** [Arizona Corporation Commission](#)
- B. **"Application benefit"** means a quantified assessment of the benefits to be achieved in state program and support areas by the information systems or Cellular Services' systems proposed by the vendor, including reasonably projected reductions in program costs and increases in productivity of state personnel.
- C. **"Cellular"** telephone, sometimes called **mobile** telephone, is a type of short-wave analog or digital telecommunication in which a subscriber has a wireless connection from a **mobile** phone to a relatively nearby transmitter. The transmitter's span of **coverage** is called a cell.
- D. **"FCC"**, Federal Communications Commission (FCC) regulates interstate and international communications by radio, television, wire, satellite and cable.
- A. **"Information systems"** means a system of hardware, software or vendor support costing more than one hundred thousand dollars that processes information or data by electronic data processing methods and devices.
- B. **"Life cycle"** means the useful life of the information systems or Phone systems to the original using agency to perform the application for which it was initially procured.
- C. **"Reliable"** 99.99 percent - Less than one hour of unplanned downtime per year.
- D. **"State contract"** means an indefinite quantity contract for one or more similar materials or services that is awarded to more than one bidder or offeror to satisfy the needs of more than one using agency in the State of Arizona.
- E. **"TEROs"** Tribal Employment Rights Offices.
- F. **"Total district costs"** means costs to the district for the information systems or Cellular Services' systems including energy, facilities, personnel and all other identifiable district costs.
- G. **"Total life cycle cost"** means vendor costs, total state costs and financing costs throughout the life cycle of the information systems or Cellular Services' systems being purchased.
- H. **"Vendor costs"** means costs of all hardware, materials, software, transportation, vendor support and all other identifiable costs associated with the vendor's proposal or bid.
- I. **"Vendor support"** means services provided by the vendor for items such as consulting, education, management of the information systems or Cellular Services' systems, systems planning, development, integration and maintenance and training.



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#### **3.3 Attachment Formats**

All attachments shall be submitted in a format acceptable to the District. Acceptable formats include .doc document (Microsoft Word 2000, XP, or 2003); .xls spreadsheet (Microsoft Excel 2000, XP, or 2003), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

#### **3.4 Best and Final Offers**

If discussions are conducted, the District shall issue a written request for best and final offers. The request shall set forth the date, time and place for the submission of best and final offers. Best and final offers shall be requested only once, unless the District makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

#### **3.5 Clarifications**

Upon receipt and opening of proposals submitted in response to this solicitation, the District may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its proposal.

#### **3.6 Confidential Information**

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1006, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

Any portion of your proposal that you consider of a confidential nature shall be cut from its document of origin and pasted within the confidential section. The confidential section shall be placed in a separate envelope inside your proposal submittal. On the outside of the envelope there shall be a list of the contents, the reason this is confidential/proprietary, and whom is the contact person regarding the contents of the envelope. Reference to its location within the document of origin must be submitted for reference.

Any attachment that has confidential information within it cannot be removed once your Proposal has been submitted. If the District finds it is not confidential, the firm may pick up their envelope containing the confidential information and none of the material will be used in the evaluation process. Should the District find in favor of the firm, any information contained in the Confidential Information envelope, will be viewable only by appropriate procurement staff and evaluators.



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#### 3.7 Evaluation Schedule:

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

#### 3.8 Contract Award:

The District intends to award a firm-fixed price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the factors and subfactors identified in the solicitation. The District may reject any or all proposals if such action is in the District's best interest.

The District may waive informalities and minor irregularities on proposals received. The offeror's initial proposal should contain the offeror's best terms from a price or cost and technical standpoint. The District reserves the right to conduct discussions (negotiations) if the procurement officer determines them to be necessary. If the procurement officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the procurement officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The District reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the offeror specifies otherwise in the proposal. The District reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the District's best interest to do so. Any exchange with offerors after the receipt of a proposal does not constitute a rejection of counteroffer by the District.

#### 3.9 Questions/Concerns

Questions and/or concerns regarding this proposal may be filed none verbally, with either of the District Contact Person listed below:

**Pierre Dehombreux**  
**(928) 338-9417 Fax**  
**pdehombreux@wusd.us**

#### 3.10 Contract Payment Terms:

Offerors must indicate the prompt payment terms that they will offer to the District (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, offeror's payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.

#### 3.11 Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the District may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its proposal.



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#### **3.12 Discussions**

In accordance with A.A.C. R7-2-1047, after the initial receipt of proposals, the District may conduct discussions with those offerors who submit proposals determined by the District to be reasonably susceptible of being selected for award.

#### **3.13 Confidential Information**

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1006, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

Any portion of your proposal that you consider of a confidential nature shall be cut from its document of origin and pasted within the confidential section. The confidential section shall be placed in a separate envelope inside your proposal submittal. On the outside of the envelope there shall be a list of the contents, the reason this is confidential/proprietary, and whom is the contact person regarding the contents of the envelope. Reference to its location within the document of origin must be submitted for reference.

Any attachment that has confidential information within it cannot be removed once your Proposal has been submitted. If the District finds it is not confidential, the firm may pick up their envelope containing the confidential information and none of the material will be used in the evaluation process. Should the District find in favor of the firm, any information contained in the Confidential Information envelope, will be viewable only by appropriate procurement staff and evaluators.

#### **3.14 Electronic Documents**

This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the District shall take precedence. As provided in the Uniform Instructions to Offerors, offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the District.

#### **3.15 Amendments**

Any and all Amendments issued by the District must be acknowledged so that the District knows you have taken the information provided in the Amendment into consideration when you make your offer. An Amendment acknowledgement form has been provided. All Amendments will be posted to the District's website.



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### 3.16 Familiarity of Terms/Conditions of Solicitation

Offeror should become familiar with any local conditions, which may, in any manner, affect the services required. The Offeror(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

### 3.17 Evaluation

Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP. If several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

### 3.18 Evaluation Schedule

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

### 3.14 Evaluation Criteria

The evaluation criteria are listed below in relative order of importance.

	Area of Evaluation	Points Available	Score
1	<b>Cost of ELIGIBLE Services –</b> Primary evaluation factor; Maximum points will be awarded to the bidder with the lowest cost of E-Rate eligible services. Each subsequent bidder will receive points proportionately based upon eligible costs.	40	
2	<b>Equivalence of Technical Design/Meets Scope of Work –</b> Conformance with general and technical specifications. Ability of vendor to meet coverage needs for the Whiteriver Unified School District attendance boundaries and north to the Navajo County Seat in Holbrook, AZ.	20	
3	<b>Total Cost of Ownership/Services</b> Maximum points will be awarded to the bidder with the lowest total cost of E-Rate eligible services. Each subsequent bidder will receive points proportionately based upon eligible costs.	20	
4	<b>Vendor ability to provide service</b> connection without roaming fees.	10	
5	<b>Past Performance and References -</b> Prior record of performance with District and previous customers with similar projects. Quality of provided references.	10	



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		Total Points	100

#### 3.19 Deviations and/or Exceptions

Offerors shall indicate any exceptions they have taken to the instructions, terms, conditions or other requirements of the solicitation.

#### 3.20 Best and Final Offers

If discussions are conducted pursuant to R7-2-1047, the District may issue a written request for best and final offers. If the Offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer. If best and final offers are received, the points for cost will be recalculated.

#### 3.21 Non-Collusion Statement:

Each Proposal shall include a signed and notarized Non-collusion Statement. The statement is enclosed. The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the contractor or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

#### 3.22 Price Clause

All references within the price proposal to a firm discount and/or a firm differential shall remain firm for the duration of any resulting contract. Designated WUSD Purchasing Department personnel are the only individuals allowed to negotiate contract agreements/terms & conditions and/or pricing before an award is made as well as after an award has been made. Firms hereby agree that any negotiations regarding this RFP pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the Purchasing Department ONLY throughout the term of the contract. Discounts off manufacturers' suggested retail price will remain the same over the life of the contract.

#### 3.23 Lobbying





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Offerors are 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 procurement department.

*Lobby is defined as "any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities." Any Offeror or any individuals that lobby on behalf of Offeror during the time specified will result in the rejection and disqualification of said Offer.*

#### 3.24 No bid response:

If you do not wish to respond to this solicitation, please provide written notification of your decision by using the simple "No Bid" form found in this document. Failure to respond to two consecutive solicitations for similar items may result in deletion of your name from the District's Offeror listing for that item. A "No Bid" will be considered a response.

#### 3.25 Offerors Responsibility

The offeror is cautioned that it is the offerors sole responsibility to submit information related to the evaluation categories and that the District of Arizona is under no obligation to solicit such information if it is not included with the offerors proposal. Failure by the offeror to submit such information may cause an adverse impact on the evaluation of the offerors proposal.

#### 3.26 Responsibility, Responsiveness and Acceptability

In accordance with R7-2-1076, R7-2-1161, R7-2-1168, R7-2-1171, and R7-2-1003(B), R7-2-1031 or R7-2-1046, the District shall consider the following in determining offerors' responsibility as well as the responsiveness of proposals submitted in response to the solicitation.

Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the District, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the District or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.

Proposals may not be considered responsive if they are not submitted in the requested format; if they include significant exceptions to any requirements, terms or conditions that render the proposal unacceptable; or do not contain sufficient contents with which to evaluate the proposal, e.g., bonds, method of approach, key personnel, references, prices or pricing, other requested information.





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Determinations of non-responsibility and/or non-responsiveness shall be made in writing, and shall set forth the bases for the determination. Proposals from offerors determined to be non-responsible or proposals determined to be non-responsive, may be set aside at the time of the determination without further evaluations. Offerors will be notified if their proposal is set aside for either of these reasons.

#### 3.27 Offer Submission, Due Date and Time

In accordance with the Uniform Instructions 3.1, offers in response to this solicitation shall be submitted in writing with an electronic copy provided within the package. Offers shall be received before the date/time listed in the solicitation's front page. Offers submitted incorrectly, or those that are received on or after the date/time stated in the solicitation, shall be rejected.

#### 3.28 Response Format Requirements:

Three copies of your proposal, one marked "original", two marked "copy", and one electronic copy on a thumb drive should be submitted. The **Whiteriver Unified School District** will not assume responsibility for any costs related to the preparation or submission of the proposal. In order for your proposal to be considered, the following should be included and should be referenced with **index tabs**:

##### COVER - Title Page

Identify the RFP number and title. Provide the firm's name, address, and telephone number; the name and title of a contact person; and the date the proposal was submitted. The title page must also state the period the proposal is effective (non- rescindable).

##### 1<sup>st</sup> PAGE - Table of Contents

Include a clear and complete identification of the materials submitted by section and page number.

##### TAB 1 - Letter of Transmittal

A brief letter of transmittal should be submitted that includes the following information:

1. The firm understands of the work to be performed and that they will follow all the terms and conditions of the RFP.
2. A positive commitment to provide the services for the time period specified, five Fiscal ERATE years.
3. The names of persons authorized to represent the firm, their titles, addresses, and telephone numbers.
4. A commitment to abide by the rules and regulations of the USAC/SLD Erate Program.

##### TAB 2 - Firm Profile and Qualifications

The following information should be included.

1. This should include:



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- A. Key contact personnel, their roles and responsibilities, as well as the Organizational Chart as it would be viewed by WUSD.
2. Include response for 5.2 here:

#### 5.2 Qualification requirements regarding scope of work and method of approach to be addressed in the response.

- A. Vendor will provide a coverage map for Navajo and Gila Counties in Arizona.
- B. Vendor will attest that they have understanding of how the Federal Trade Commission, Federal Communications Commission and Interstate Trade Commission regulate the provided service and what actions the provider has taken to comply and stay inform of changes of laws and regulations originating from these governing bodies.
- C. Be available March 10 and 11, 2015 be available by Phone, WebEx or onsite to assist with the form 471 application.
- D. A listing of no less than three (3), five are preferable, clients (preferably in Navajo County) for whom these or similar "Erateable" services have been provided. Include the name and address of the district/library, the names and phone numbers of people the District may contact for these references.
- E. Vendor will state, if after receipt of a positive Funding Commitment Decision Letter from SLD, on or before June 30, that they will allow the District to pay their percentage portion and take the remaining payment directly from SLD rather require the District to frontload the monies.

#### TAB 3 - Firm's Approach to the Providing Services

1. Responses to the Questionnaire Form, Page 48.

#### TAB 4 – Requests for Proofs of Insurance and Cost Proposal

- i. Cost Proposal Pages
- ii. Professional Liability Insurance
- iii. Workmen's Compensation Insurance/Sole Proprietor Form
- iv. Familial Relationship Disclosure Statement

#### TAB 5 – Forms

1. Completed Offer & Acceptance Form
2. Completed Confidential or Proprietary Information Form
3. Amendment Acknowledgement Form, if applicable
4. Completed Non Collusion Form
5. Completed W-9 Form



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#### 3.29 CHECKLIST:

	Yes	Double Checked
Did you sign the offer sheet?		
Did you sign and notarize the Non-collusion statement?		
Did you include all the necessary attachments?		
Did you include firm's sample billing and reporting?		
Did you acknowledge all Amendments, if applicable?		
Did you follow the order for submission of documents?		
Did you include one marked "original" and two marked "copy", and a pdf copy on a thumb drive?		
Did you place the mailing label on the outside of your submittal box?		
Did you double check that you have a signed offer sheet?		
Did someone double-check all of the above?		



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## 4. Special Terms and Conditions

### 4.1. Purpose

The purpose of this Request for Proposals (RFP) is to make use of E-rate and contract with a SIP provider to provide WUSD with cellular telephone services. With this service, WUSD wants to keep its current 25 lines and be able to add a line from time to time. Please see the scope of work in this RFP for more details. All submittals must be compliant to SLD E-rate requirements. The District could enter into a five year contract for these services.

### 4.2. About WUSD

The Whiteriver Unified School District #20 is located in Navajo County, Arizona. WUSD is about 22 miles south of Pinetop-Lakeside; enrollment is expected to be approximately 2,300 students. The District has five school campuses. The location is very rural. Vendors should research the area in order to be aware of the costs and challenges associated with the remoteness of the area. Ex: closest hotels, winter and summer monsoon conditions, available stores, restaurants and any other factors.

### 4.3 Insurance Requirements

#### A. Insurance

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

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

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

#### B. Safety



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Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

#### 4.4 Authority:

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

#### 4.5 Contract type:

Fixed Price Term. Multiple years' contract (5 years contract) will be considered based on E-Rate new rules.

#### 4.6 Offer acceptance period:

In order to allow for an adequate evaluation, the District requires an offer in response to this solicitation to be valid and irrevocable for 6 months after the opening time and date. This is the window for USAC funding commitment letters.

#### 4.7 Proposal opening:

Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each Offeror shall be read at this time. All offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorize District personnel having a legitimate interest in the evaluation. After contract award, the proposals and evaluation document shall be open for public inspection.

#### 4.8 Response format:

All proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.

#### 4.9 District reserves the right to:

- Accept or reject any or all proposals
- Waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- Before awarding the contract, to require Offeror(s) to submit evidence of qualifications or any other information the District may deem necessary.
- Prior to Governing Board approval, to cancel the RFP or portions thereof, without penalty.



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- Accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District
- The District reserves the right to reject any and/or all items proposed or awarded to multiple Offerors.

#### 4.10 Contract Reference:

All terms and conditions of this RFP, any amendment, Offeror's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

#### 4.11 Deviations/exceptions:

Any service not provided directly by the Offeror, must be clearly indicated as such. All services must be seamless to WUSD who will continue to work with the successful vendor. Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the proposal form on the Offeror's letterhead over the signature of the person signing the proposal form. Such appendages shall be considered part of the Offeror's formal proposal. For the absence of any statements of deviation or exception, the proposal shall be accepted as in strict compliance with all terms and conditions.

#### 4.12 Contingencies:

The total purchase of all orders to be issued against contracts is not known, and the Whiteriver Unified School District will not be bound to purchase a minimum quantity during any contract period. The information given is the best of our ability to project our purchases for the term of this contract.

#### 4.13 Familiarity of terms/condition of solicitation:

Offeror should become familiar with any local conditions, which may, in any manner, affect the services required. The Offeror(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

#### 4.14 Lobbying:

Offerors are 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. This also includes providing gifts to schools district employees. Under e-rate regulations, vendors are not allow to provide any gifts over \$20 per full year: FCC E-rate Gift Rule Restrictions Order (FCC 10-175), the FCC's Clarification Order (DA 10-2355), and Title 5 of C.F.R. § 2635.205

#### 4.15 Inspection and Testing.



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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.

- A. **Inspection of Hosted Facilities.** The contractor / provider agree to permit access to its facilities, Subcontractor facilities where services are being hosted or where WUSD data is being transported. Including all places where WUSD data transit through.
- B. **Inspection of IDF, Towers, Remote Offices.** The contractor / provider agree to permit access to its facilities, Subcontractor facilities used to provide services to WUSD.
- C. **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.

#### 4.16 White Mountain Apache Tribe TERO office

Tribal Employment Rights Offices (TEROs). Offerors should consult with the local TERO office for any taxes, fees and employment constrains that may apply to their offer. WUSD is not responsible for any TERO fees and additional costs that the vendor may occur. Such costs should be considered as part of expenses associated with the offer. <http://www.eeoc.gov/field/phoenix/fepa.cfm>

#### 4.17 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





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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.

#### 4.18 Contractor's Employment Eligibility

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

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

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

Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contractor agrees to post wage rates at the work site and submit a copy of their payroll to the Member for their files. In addition, to comply with the Copeland Act, contractor must submit weekly payroll records to the Whiteriver Unified School District. Contractor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with State of Arizona Executive Order 75- 5, as amended by Executive Order 99-4.

When working on any projects funded with Federal grant monies, contractor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR. Part 85.36), including 24 CFR 85.36(i), contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B. Instructions to Offerors Non-Construction



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- HUD-5369-C. Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370, General Conditions of the Contract for Construction
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation.

The forms may be accessed via HUDClips (<http://www.hud.gov/offices/adm/hudclips1>)

#### 4.19 Cleanup

Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by the Whiteriver Unified School District. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

#### 4.20 Certification

By submission of this proposal the Offeror certifies:

- A. That the Offeror has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract.
- B. That the fees quoted in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other firm.
- C. That, if awarded a contract, the Offeror agrees not to discriminate against any employee or applicant for employment pursuant to Executive Order 11246 as amended.
- D. That the Offeror is duly licensed for the class or work on this proposal at the time of proposal opening and will comply with all applicable legal provisions as set forth in the Arizona Revised Statutes, to include all federal, state, and county regulations and understands these provisions are part of any contract awarded to him/her.
- E. The parties to this Agreement, for valuable consideration exchanged, stipulate that an administrative hearing process shall be the sole and exclusive means



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of resolving disputes under this Agreement. The parties agree that all disputes will be heard and a final and binding decision rendered by a hearing officer mutually agreed upon by the District and contractor (vendor). Both parties agree to mutually share in the cost of the administrative hearing and agree that a timely hearing on this matter will occur within sixty (60) days of the time and grieving party seeks to have an administrative review of a district representative's final decision. Either party may appeal the hearing officer's decision to the Arizona Superior Court consistent with rules applicable to a final administrative decision.

- F. The Offeror has registered with School and Libraries Division to get a Service Provider Identification Number for the current year.
- G. The Offeror agree and will follow all general conditions located in the general condition section of this RFP.

#### 4.21 Retention of Records

By submission of your proposal, contractor agrees to retain all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of ten (10) years after completion of the contract. This requirement includes any subcontractors.

#### 4.22 Contract

- A. The issuance of a formal contract or a purchase order to the successful Vendor will be considered sufficient notice of acceptance of contract. This contract shall bind the offeror to furnish and deliver goods or services at the prices, and in accordance with, the conditions of this proposal. If the offeror will require the District to sign an additional contract, then a copy of the contract MUST be included with the proposal. In the event of a conflict between the requirements of this Request for Proposals and the proposed contract, the terms and conditions of the Request for Proposals will take precedence. The award and resulting contract will begin on July 1, 2015.
- B. Non-performance of contract will give sufficient cause for the District to cancel the contract. Non-performance shall be construed to include, but is not restricted to, failure of successful firm to deliver in the time specified, or in the manner required. Cancellation of contract for any reason may result in the removal of the successful firm's name from the vendors list on future proposals for an indeterminate time. Contract is subject to cancellation pursuant to ARS 38-511. Should the provider default, the District will submit a SPIN change to the SLD so that the specified services can be obtained by the next provider under this same RFP.



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- C. In the case of default, the school District reserves the right to purchase in the open market, or to complete the required work, at the expense of the vendor. The school District may recover any actual excess costs by:
  - a. Deduction from an unpaid balance
  - b. Collection against the proposal and/or performance bond or;
  - c. Any combination of the aforementioned remedies or any other remedies as provided by law.
  - d. Any contract entered into as a result of this solicitation is for the convenience of the District and as such, may be terminated without default by the District by providing a written thirty (30) day notice of termination. Any contract resulting from this RFP will be contingent on receiving Erate funding for the year(s) in question.

#### 4.23 Payments

- A. Payment will be made only after submission of proper invoices as required by the District, within applicable state law and all federal Erate requirements.
- B. Payment of any invoice shall not preclude the District from making claim for adjustment on any item or service found not to have been in accordance with general conditions and specifications and those of SLD and federal Erate Program.

#### 4.24 Other Terms

- A. Assignment - Unless otherwise provided for in the specific instructions or specifications, it is mutually understood and agreed that the successful firm shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein without prior written approval of the District. This is especially true due to Erate constraints.
- B. Indemnification - Vendors shall hold the District's officers, agents and employees free and harmless from, and against any and all liability, including cost of claims, suits and counsel fees arising from, growing out of, or incidental to, the actual or alleged use of any copyrighted composition, secret or proprietary process, patented or unpatented invention, article or appliance, including foreign letters patents, furnished as a result of this Request for Proposal.
- C. Periods of time, stated as number of days, shall be in calendar days.

#### 4.25 Sub-contracts:

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-Officer(s) and the District. The Officer(s) will be fully responsible to the Districts for the acts and omissions of the sub-Officer (s) and their



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employees. After award of contract, any changes in subcontractors or sub-Offerors require prior written approval by Whiteriver Unified School District.

#### **4.26 Joint proposal:**

In the event multiple Offerors submit a joint proposal in response to the RFP, a single Offeror shall be identified as the Prime Offeror. If offering a joint proposal, Prime Offeror must include the name and address of all parties of the joint proposal. Prime Offeror shall provide all bonding and insurance requirements, execute any contract, complete the required offer form shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Offeror shall be acceptable. Prime Offeror's responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Offerors participating or present at Districts meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Offeror shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Offeror for services performed. Prime Offeror shall remain responsible for performing services associated with response to this RFP.

#### **4.27 Use of Other Contracts:**

The District reserves the right to utilize any other District contract, any State of Arizona Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so.

#### **4.28 Awarded Firm Availability:**

Must be available March 10 and March 11, 2015, 7:30 AM- 4:30PM, by Phone, WebEx or onsite to assist with the Form 471 application. Onsite would be the preferred method.

#### **4.29 On-Site Employees:**

All employees that will be working on site must hold a valid Level One fingerprint clearance card, carry it on themselves and a copy must be delivered to the WUSD HR department.

#### **4.30 Possession of firearms / Drug-Free/Smoke-Free workplace:**

Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated.



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Cellular Services

Possession and/or use of Tobacco Products on campus is strictly prohibited by **ARS 36-798.03**

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun. **ARS 13-3102**

No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor.

If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the subcontractor who fails to terminate said employee, the independent contractor's agreement will be terminated.

Offerors are to complete the Drug Free Work Place Form and return with your proposal.

#### 4.31 Non-collusion statement:

Each Proposal shall include a signed and notarized Non-Collusion Statement.

#### 4.32 Conflict resolution:

In the event that there are ongoing concerns, the District will meet with the successful Offeror to address and resolve their concern. The resolutions will be governed by the rules of the State of Arizona.

#### 4.33 District Liaison:

The Whiteriver Unified School District liaison for E-Rate Projects will be the Director of Technology, Pierre Dehombreux. The liaison will be responsible to administer the resulting contract and approve all additional work orders requested before any or all work can be started.



## **Whiteriver Unified School District #20**

PO Box 190 Whiteriver, AZ 85941 (928) 358-5800

### **REQUEST FOR PROPOSAL**

### **Special Terms and Conditions**

**RFP 15-04-20**

**E-Rate**

**Category 1**

**Cellular Services**

#### **4.34 INTENT OF SPECIFICATIONS/ SCOPE OF WORK:**

The intent of these specifications is to describe the materials that the successful bidder undertakes to do, in full compliance with the provisions herein contained. Firm shall do all the work provided in these specifications and shall do additional extra and incidental work as may be considered necessary from time to time to complete the work in a satisfactory manner.

#### **4.35 References:**

Each proposing firm shall provide contact information for clients of like size and within Navajo and Gila Counties. The District expects to receive a minimum of three (3) and no more than five (5) references for similar services provided to school districts. Preference will be given to School District Client experience.

#### **4.36 Integrity of proposals:**

By signing this proposal Offeror affirms that he has not given, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the Whiteriver Unified School District #20 in connection with the submitted proposal. Failure to sign the proposal or signing it with a false statement shall void the submitted proposal or any resulting contract.

#### **4.33 Evaluation process:**

As provided in this RFP and under regulations promulgated by the State of Arizona, discussions may be conducted with responsible providers who submit proposals determined to be reasonably susceptible to be selected for award to assure full understanding of, and responsiveness to the solicitation requirements. Proposals shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and before award for the purpose of obtaining best and final proposals. In conducting these discussions, there shall be no disclosure of any cost information derived from proposals submitted by competing Providers.

In accordance with the Arizona School District Procurement Code A.A.C R7-2-1042A and A.A.C. R7-2-1050A, award(s) shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to the school district based upon the evaluation criteria listed below. The selection shall be made to the provider whose qualifications are determined to be the most advantageous.

To comply with FCC – E-rate program, the price of the services is the “primary factor” in selecting the winning bid. The pricing category has the highest weight.





# Whiteriver Unified School District #20

PO Box 190 Whiteriver, AZ 85941 (928) 358-5800

## REQUEST FOR PROPOSAL Special Terms and Conditions

**RFP 15-04-20**

**E-Rate**

**Category 1**

**Cellular Services**

	<b>Area of Evaluation</b>	<b>Points Available</b>	<b>Score</b>
1	<b>Cost of ELIGIBLE Services –</b> Primary evaluation factor; Maximum points will be awarded to the bidder with the lowest cost of E-Rate eligible services. Each subsequent bidder will receive points proportionately based upon eligible costs.	40	
2	<b>Equivalence of Technical Design/Meets Scope of Work –</b> Conformance with general and technical specifications. Ability of vendor to meet coverage needs for the Whiteriver Unified School District attendance boundaries and north to the Navajo County Seat in Holbrook, AZ.	20	
3	<b>Total Cost of Ownership/Services</b> Maximum points will be awarded to the bidder with the lowest total cost of Ownership/Services. Each subsequent bidder will receive points proportionately based upon eligible costs.	20	
4	<b>Vendor ability to provide service connection without roaming fees.</b>	10	
5	<b>Past Performance and References -</b> Prior record of performance with District and previous customers with similar projects. Quality of provided references.	10	
	<b>Total Points</b>	<b>100</b>	

Pricing information provided in submitted proposals will remain confidential and not be disclosed to competitors prior to the final recommendation to the School Board of an insurance program. Information on total proposal pricing may be disclosed following the award of coverage to insurance carriers. It is mutually understood and agreed that the successful Offeror shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title, or interest therein, or their power to execute such contract, to any other person or company without prior written consent of the District.



## Whiteriver Unified School District #20

PO Box 190 Whiteriver, AZ 85941 (928) 358-5800

### REQUEST FOR PROPOSAL Scope of Work

RFP 15-04-20

E-Rate

Category 1

Cellular Services

## 5. SCOPE OF WORK

### 5.1 Summary of Work to be awarded:

- A. The District is accepting Bids for cellular telephone service for a minimum of twenty-five (25) cellular phones with data and texting services. This service is for the time period from July 1, 2015 through June 30, 2016. Any and all USF E-rate “ineligible” products and/or services must be listed separately in the Bid. Pursuant to the E-rate Modernization Order, data and text messaging are not eligible. See Eligible Services List at USAC.org for comprehensive list. See FY2015 Eligible Services List at USAC.org for additional information.
- B. Any and all USF E-rate “ineligible” products and/or services must be listed separately in the Bid.
- C. Pursuant to the *E-rate Modernization Order*, data and text messaging are **not** eligible. See Eligible Services List at USAC.org for comprehensive list. See FY2015 Eligible Services List at USAC.org for additional information
- D. Some labor executed on the White Mountain Apache reservation is susceptible to Tribal Employment Rights Offices, (TERO) regulations.  
<http://www.eeoc.gov/field/phoenix/fepa.cfm>

### 5.2 Qualification requirements regarding scope of work and method of approach to be addressed in the response.

- A. Vendor will provide a coverage map for Navajo and Gila Counties in Arizona.
- B. Vendor will attest that they have understanding of how the Federal Trade Commission, Federal Communications Commission and Interstate Trade Commission regulate the provided service and what actions the provider has taken to comply and stay inform of changes of laws and regulations originating from these governing bodies.
- C. Be available March 10 and 11, 2015 be available by Phone, WebEx or onsite to assist with the form 471 application.
- D. A listing of no less than three (3), five are preferable, clients (preferably in Navajo County) for whom these or similar “Erateable” services have been provided. Include the name and address of the district/library, the names and phone numbers of



## Whiteriver Unified School District #20

PO Box 190 Whiteriver, AZ 85941 (928) 358-5800

### REQUEST FOR PROPOSAL

#### Scope of Work

RFP 15-04-20

E-Rate

Category 1

Cellular Services

people the District may contact for these references.

- E. Vendor will state, if after receipt of a positive Funding Commitment Decision Letter from SLD, on or before June 30, that they will allow the District to pay their percentage portion and take the remaining payment directly from SLD rather than require the District to frontload the monies.

#### 5.1 Minimum Provider Requirements

- A. Have its main business activity in the area of specialty needed. All firms responding must have SPIN number provided by SLD. A firm may offer all or just one category of service. If you do not have a current SPIN number, please go to <http://www.sl.universalservice.org/ContentInc/vendor/>
- B. Provide high quality, timely, and proactive support.
- C. Each Vendor shall be a recognized Eligible Telecommunications Provider and show proof through their response.
- D. Each Vendor shall commit to an in-service date in July 2015, to be coordinated with the District.
- E. Each Vendor shall provide its best and final offer in response to this RFP.
- F. The selected Vendor shall perform and assume all installation responsibility, which shall be coordinated with the District.
- G. As a part of its proposal, the Vendor shall certify that the vendor is not the subject of the FCC's Red Light Rule and that the vendor does not have any obligations outstanding with the FCC, USAC, or any other federal agency.
- H. Prices quoted in response to this RFP are to include all taxes, tariffs, and surcharges, as well as any up front non-recurring charges.
- I. The Vendor understands and agrees that if awarded a contract, the Vendor shall not be permitted to assign, transfer, or sublet the contract or any portion thereof without the prior written consent of the District.
- J. No Vendor shall submit a bid/proposal that alters or modifies the terms of the Request for Proposal in any way or that adds additional terms or conditions that are not a part of the Request for Proposals. Any attempt by a Vendor to submit a bid/proposal that modifies or alters the terms of the Request for Proposals or that adds additional terms or conditions thereto shall result in the bid/proposal being rejected by the School District.
- K. The Vendor agrees that, if awarded a contract, the Vendor or subcontractor, where applicable, shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, religion, ancestry, marital status,



## Whiteriver Unified School District #20

PO Box 190 Whiteriver, AZ 85941 (928) 358-5800

### REQUEST FOR PROPOSAL

#### Scope of Work

**RFP 15-04-20**

**E-Rate**

**Category 1**

**Cellular Services**

sexual orientation, or sex. The Vendor shall take affirmative action to ensure that all qualified applicants are recruited and employed, and that all employees are treated equally in all aspects of their employment, regardless of age, race, creed, color, national origin, religion, ancestry, marital status, sexual orientation or sex. The Vendor agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

- L. The Vendor and any subcontractor, where applicable, shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants shall receive consideration for employment without regard to age, race, creed, color, national origin, religion, ancestry, marital status, sexual orientation, or sex.
- M. All state contract pricing and plans will be considered.
- N. The District will accept pricing for a one year term, to be billed monthly in a "month to month" arrangement.
- O. The District would like to be able to make adds/changes/deletes to the user count without changing the basic terms of the contract.



**Whiteriver Unified School District #20**  
PO Box 190 Whiteriver, AZ 85941 (928) 358-5800  
**REQUEST FOR PROPOSAL**  
**Questionnaire**

**RFP 15-04-20**  
**E-Rate**  
**Category 1**  
**Cellular Services**

## 6. Questionnaire

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### 6.1 BACKGROUND

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_

SPIN: \_\_\_\_\_

Year Established: \_\_\_\_\_

Names, experience and professional qualifications of those principals directly involved with the account: (may attach supplements)

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Number of account representatives: \_\_\_\_\_

Number of system engineers available to WUSD: \_\_\_\_\_

If selected to provide our Cellular Services, indicate the individual(s) who would be responsible for the products and services the District would deal with on a day to day basis (attach resumes):

Principal: \_\_\_\_\_ Alternate: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

### 6.2. Services available:



**Whiteriver Unified School District #20**

PO Box 190 Whiteriver, AZ 85941 (928) 358-5800

**REQUEST FOR PROPOSAL  
Questionnaire**

**RFP 15-04-20**

**E-Rate**

**Category 1**

**Cellular Services**

- 1 Describe special experience your firm has regarding this type of account and how it would relate to provide WUSD with cellular network connection within Navajo and Gila County?

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- 2 In-house services available locally at no additional cost and how it would be of benefit to the District:

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- 3 Will you maintain the discount shown on your response sheet throughout the five year term requested?

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- 4 Describe how you will assist your clients in their preparation of any appeals?

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**Whiteriver Unified School District #20**

PO Box 190 Whiteriver, AZ 85941 (928) 358-5800

**REQUEST FOR PROPOSAL  
Questionnaire**

**RFP 15-04-20**

**E-Rate**

**Category 1**

**Cellular Services**

5 Describe how you assist in the certification process of the WUSD BEAR application forms?

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6 Who is currently responsible in your firm who signing off on BEAR forms and how can they be reached?

Name: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Title: \_\_\_\_\_

7 How will you assist the District in claims settlements with SLD?

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8 Confirm that "Roaming" charges will not be assessed for calls made within the state of Arizona.

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**Whiteriver Unified School District #20**

PO Box 190 Whiteriver, AZ 85941 (928) 358-5800

**REQUEST FOR PROPOSAL  
Questionnaire**

**RFP 15-04-20**

**E-Rate**

**Category 1**

**Cellular Services**

- 9 How do you propose to transition the District to your firm if you are not the current provider? Include a timeline and responsibilities of your firm and those of the District. Assume a July 1 start date.

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- 13 Will you be partnering or submitting a joint proposal with any other firm to provide any of these services to the District?

If yes, please detail.

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# Whiteriver Unified School District #20

PO Box 190 Whiteriver, AZ 85941 (928) 358-5800

## REQUEST FOR PROPOSAL

### Cost Proposal

RFP 15-04-20

E-Rate

Category 1

Cellular Services

# 7. Cost Proposal

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## 7.1 Pricing Matrix

The intent of this RFP is to award a possible 5 years contract as new E-Rate guidelines promote these types of terms. While E-rate guidelines do not tell entities to use 5 years contracts, the new rules are friendlier toward a 5 years contract than a 1 year contract. Also, knowing the difference of cost between 5 years terms and a 1 year term, will help WUSD stakeholders in understanding the advantages and disadvantages between the two types of contract.

Prices must include ALL associated taxes and fees.

Pricing Matrix Based on a 5 year contract:

5 Year Contract			
	Per Month	Per Year	5 Years Cycle
25 Cellular Lines unlimited minutes			
For each additional			

Pricing Matrix Based on a 1 year Contract:

One Year			
	Per Month	Per Year	5 Years Cycle
25 Cellular Lines unlimited minutes			
For each additional			

## 7.2 Pricing Matrix

List any services/costs that are ineligible for E-rate Services



**Whiteriver Unified School District #20**  
PO Box 190 Whiteriver, AZ 85941 (928) 358-5800  
**REQUEST FOR PROPOSAL**  
**Deviations and & Exceptions**

**RFP 15-04-20**  
**E-Rate**  
**Category 1**  
**Cellular Services**

## 8. Deviations & Exceptions

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List any deviation or exception for any item listed in this RFP. The item number must be listed and the page it is found on. Any deviation/exception or inability of the provider to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates full compliance with the RFP. Significant deviations and/or exceptions could be determined to be non-responsive.

Name of the Company: .....

Name and Position Held with Company: .....

Authorized Signature/Local Representative: .....

Date Signed: .....

Telephone /Email Address: .....



**Whiteriver Unified School District #20**

PO Box 190 Whiteriver, AZ 85941 (928) 358-5800

**REQUEST FOR PROPOSAL**

**Amendment Acknowledgment**

**RFP 15-04-20**

**E-Rate**

**Category 1**

**Cellular Services**

# 9. Amendment Acknowledgement Form

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This page is used to acknowledge any and all amendment that might be issued. If no amendment is issued, you need not return this page. Amendments will be posted to the District website. Your signature indicates that you took the information provided in the amendment into consideration when providing your response.

**Please sign and date**

Amendment #1 \_\_\_\_\_ Amendment Date: \_\_\_\_\_

Amendment #2 \_\_\_\_\_ Amendment Date: \_\_\_\_\_

Amendment #3 \_\_\_\_\_ Amendment Date: \_\_\_\_\_

Amendment #4 \_\_\_\_\_ Amendment Date: \_\_\_\_\_

Amendment #5 \_\_\_\_\_ Amendment Date: \_\_\_\_\_

Name of the Company: .....

Name and Position Held with Company: .....

Authorized Signature/Local Representative: .....

Date Signed: .....

Telephone /Email Address: .....



**Whiteriver Unified School District #20**  
PO Box 190 Whiteriver, AZ 85941 (928) 358-5800  
**REQUEST FOR PROPOSAL**  
**Confidential/Proprietary Request**

**RFP 15-04-20**  
**E-Rate**  
**Category 1**  
**Cellular Services**

## 10. Confidential/Proprietary Request Form

\_\_\_\_\_ No confidential/proprietary materials have been included with this offer.

\_\_\_\_\_ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

Name of the Company: .....

Name and Position Held with Company: .....

Authorized Signature/Local Representative: .....

Date Signed: .....

Telephone /Email Address: .....



**Whiteriver Unified School District #20**  
 PO Box 190 Whiteriver, AZ 85941 (928) 358-5800  
**REQUEST FOR PROPOSAL**  
**Offer and Acceptance Form**

**RFP 15-04-20**  
**E-Rate**  
**Category 1**  
**Cellular Services**

# 11. Offer and Acceptance Form

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.	
Company Name	For Clarification of this Offer, contact: Name
Arizona Transaction (Sales) Privilege Tax License No.	
Federal Employer Identification No.	Phone
Street Address	Fax
City	E-mail
State Zip	Signature of Person Authorized to Sign Offer
Tax Rate (if applicable) _____ %	
SPIN Number: _____	
	Printed Name of Person Authorized to Sign Offer
	Title
<b>CERTIFICATION</b>	
By signature in the Offer section above, the bidder certifies:	
<ol style="list-style-type: none"> <li>1. The submission of the Quotation did not involve collusion or other anti-competitive practices.</li> <li>2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.</li> <li>3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Quotation. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Quotation. Signing the Quotation with a false statement shall void the Quotation, any resulting contract and may be subject to legal remedies provided by law.</li> <li>4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.</li> <li>5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.</li> <li>6. <b>In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.</b></li> <li>7. By submission of this response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.</li> <li>8. By submission of this Quotation, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.</li> </ol>	
<b>ACCEPTANCE OF OFFER BY DISTRICT</b>	
The offer is hereby accepted. The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the school district/public entity.	
This contract shall henceforth be referred to as Contract No. <a href="#">15-04-20</a>   <a href="#">E-Rate 15-16</a>   <a href="#">Cellular Services</a>	
The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.	
<b>Authorized Signature of the District</b>	Date:



**Whiteriver Unified School District #20**  
PO Box 190 Whiteriver, AZ 85941 (928) 358-5800  
**REQUEST FOR PROPOSAL**  
**Drug Free Work Place Form**

**RFP 15-04-20**  
**E-Rate**  
**Category 1**  
**Cellular Services**

# 12. Drug Free Work Place

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace. The special condition is as follows:

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug- free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifies the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME: .....

VENDOR'S SIGNATURE: .....

**Must be executed and returned with attached proposal at time of solicitation opening to be considered.**





**Whiteriver Unified School District #20**  
 PO Box 190 Whiteriver, AZ 85941 (928) 358-5800  
**REQUEST FOR PROPOSAL**  
**Non Collusion Form**

**RFP 15-04-20**  
**E-Rate**  
**Category 1**  
**Cellular Services**

# 13. NON-COLLUSION AFFIDAVIT FORM

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STATE OF ARIZONA )  
 ) ss.  
 County of )

\_\_\_\_\_, affiant, the (Name)  
 (Title)

(Contractor)

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

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

(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Notary Public in and for the

County of \_\_\_\_\_ State of \_\_\_\_\_



# Whiteriver Unified School District #20

PO Box 190 Whiteriver, AZ 85941 (928) 358-5800

## REQUEST FOR PROPOSAL Reference Form

**RFP 15-04-20**

**E-Rate**

**Category 1**

**Cellular Services**

The below portion is to be completed by the RFP Offeror.

1.

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Reference Firm's Name	Name of Contact Person
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Email	Phone Number	Approx # of lines
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2.

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Reference Firm's Name	Name of Contact Person
-----------------------	------------------------

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Email	Phone Number	Approx # of lines
-------	--------------	-------------------

3.

---

Reference Firm's Name	Name of Contact Person
-----------------------	------------------------

---

Email	Phone Number	Approx # of lines
-------	--------------	-------------------

4.

---

Reference Firm's Name	Name of Contact Person
-----------------------	------------------------

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Email	Phone Number	Approx # of lines
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5.

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Reference Firm's Name	Name of Contact Person
-----------------------	------------------------

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Email	Phone Number	Approx # of lines
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**Whiteriver Unified School District #20**

PO Box 190 Whiteriver, AZ 85941 (928) 358-5800

**REQUEST FOR PROPOSAL  
Familial Relationship Disclosure  
Statement**

**RFP 15-04-20**

**E-Rate**

**Category 1**

**Cellular Services**

**Familial Relationship Disclosure Statement**

All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offeror and any member of the Governing Board of the Whiteriver Unified School District or any employee of the Whiteriver Unified School District.:

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, hereby represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of the Whiteriver Unified School District or any employee of Whiteriver Unified School District. If such a relationship exists, please explain:

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_



**Whiteriver Unified School District #20**  
 PO Box 190 Whiteriver, AZ 85941 (928) 358-5800  
**REQUEST FOR PROPOSAL**  
**Request for W-9**

**RFP 15-04-20**  
**E-Rate**  
**Category 1**  
**Cellular Services**

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	<b>Give Form to the          requester. Do not          send to the IRS.</b>	
Print or type See Specific Instructions on page 2.	1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
<b>or</b>				
<b>Employer identification number</b>				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# **SEALED Proposal** Submitted by:

Company Name:

Address:

City, State, Zip:

RFP: 15-04-20

Project: Erate Eligible Priority 1- Cellular Services

Due: March 5, 2015 by 9:00 AM

TO:

Whiteriver Unified School District, #20

IT Department

963 South Chief Avenue

Whiteriver, AZ 85941