



Whiteriver Unified School District, #20
Request for Proposals

RFP: 16-08-21
PROJECT: Building Systems (Fire Alarms, PA and Door Access)

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PO Box 190
959 S Chief Avenue
Whiteriver, AZ 85941
(928) 358-5800

Release Date:	October 5, 2016
Request for Proposals #:	16-08-21
Material and/or Service:	Building Systems (Fire Alarms, PA and Door Access)
RFP Due Date:	October 31, 2016
Time:	10:00 a.m. Mountain Standard Time
Submittal Location:	Business Office 959 S. Chief Avenue Whiteriver, AZ 85941
Pre-Offer Conference Date and Time:	October 21, 2016 at 10:30 a.m.
Pre-Offer Conference Location:	Meet at the Business Office 959 S. Chief Avenue Whiteriver, AZ 85941

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 **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 only the name of the Offerors shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made. The RFP and any amendments will be posted to www.WUSD.us. **If you need directions to our office**, please call (928) 358-5800.

Roadwork is currently happening on US60 between Globe and Phoenix. The construction of the two-mile-long climbing lane from Devil's Canyon to Oak Flat (mileposts 231-233) will require full closures of US 60 for up to 90 minutes typically on Tuesdays and/or Thursdays between 9:00 AM and 1:00 PM. Check with www.AZDOT.gov

Proposals must be submitted in a sealed 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 shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Proposals shall not be considered. We are not in an overnight delivery area.

Five sets: one Original and three (3) copies of your response in addition to one (1) electronic copy in the form of a USB Flash Drive are requested by the District.

Please read the enclosed requirements and specifications as Whiteriver Unified School District reserves the right to accept or reject any or all proposals, waive minor informalities, cancel or re-bid and accept any contract deemed to be in their best interest. The submission of a proposal will indicate that the vendor is accepting of all terms and conditions and can meet the specifications and requirements stated in this solicitation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL AND SEEK CLARIFICATION OF ANY ITEM THAT MAY NOT BE CLEAR.

Sandie Sedillo

Sandie Sedillo, Purchasing
Phone: (928) 358-5800
Fax: (928) 668-5390
Email: SSedillo@WUSD.US

October 5, 2016
Date



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NOTE: Bolded forms above should be included with your offer submittal.

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>

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

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



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1. Definition of Terms

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Proposal.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- K. **“Responsible Offeror”** means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.
- L. **“Responsive Offeror”** means the Offeror who submits a Proposal that conforms in all material respects to this Request for Proposals, Instructions to Offerors and the Plans and Specifications which are incorporated herein by this reference.
- M. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- N. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- O. **“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.
- P. **“School District”** means the Whiteriver Unified School District or public entity that executes the Contract.

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Neither lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the 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 Proposal and not be opened until after the Proposal due date and time.



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- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal 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 inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- G. Pre-Proposal Conference. If a Pre-Proposal 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.

3. Proposal Preparation

- A. Forms. A Proposal 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.
- B. Typed or Ink; Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal 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. All exceptions that are contained in the Offer may negatively affect the proposal 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 Proposal.
- F. Cost of Proposal 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 acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Proposal.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.



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- 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 Proposal Cost Sheet.
- J. Identification of Taxes in Proposal. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- K. Disclosure. If the Firm, business, or person submitting this Proposal 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 Proposal. The Offeror shall include a letter with its Proposal 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 and any subsequent contracts, the following shall prevail in the order set forth below:
1. Amendments
 2. Special Terms and Conditions
 3. Uniform General Terms and Conditions
 4. Scope of Work/Specifications
 5. Attachments
 6. Exhibits
 7. Special Instructions,
 8. Uniform Instructions to Offerors
 9. Best and Final Offer
 10. Vendor's Proposal
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Proposal

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the RFP. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designed in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.



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- D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District pursuant to R7-2-1006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- E. Non-Collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
 3. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible 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; and
 4. By submission of this proposal, 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.

5. Additional Proposal Information

- 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. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- 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.



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G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District reserves the right to:

1. Waive any minor informality;
2. Reject any and all Proposals or portions thereof; or
3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.
- B. Contract Commencement. A Proposal 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 Proposal is accepted in writing by the District with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Proposal 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.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1 141 through R7-2-1 153. Protests shall be in writing and be filed with the District Representative, Rea Goklish, 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, address and telephone number of the interested party;
- B. The signature of the interested party or the interested party's representative;
- C. Identification of 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.
- F. The interested party shall supply promptly any other information requested by the district representative.



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1. 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. Amendments;
 2. Special Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Statement or Scope of Work;
 5. Specifications;
 6. Attachments;
 7. Exhibits;
 8. 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. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214 at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.



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- 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.

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 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. 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 Proposal 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, Offeror shall have a current I.R.S. W-9 Form on file with the School District.
- C. 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.



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4. Contract Changes

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

5. Risk and Liability

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



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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 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.

6. 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:

1. 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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7. 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.

8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.



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- D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
 3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District re-procuring 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.

9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and AAC R7-2-1155 through R7-2-1181 and rules adopted there under.

10. Gift Policy

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

11. Integrity of Proposal

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District 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.

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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13. Contractor's Employment Eligibility

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

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

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

14. Terrorism Country 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.

15. Boycott of Israel:

Per A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.

16. Fingerprint Clearance Cards

In accordance with A.R.S § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, and Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

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

17. Non-Discrimination

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act, The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

18. Clarifications

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

19. Confidential/Proprietary Information

Confidential information request: If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination. Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this section.



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1. RFP Questions

All questions are to be emailed to Sandie Sedillo, Purchasing, at SSedillo@WUSD.US. Please submit your RFP related questions via email no later than 12:00 noon on October 25, 2016. Answers in the form of an Amendment to all questions accumulated by the deadline will be posted to www.WUSD.us.

2. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase. Any contract awarded under this proposal will be conditioned upon the availability of funds.

3. Purpose

Pursuant to provisions of the School District Procurement Rules, Whiteriver Unified School District, hereafter referred to as the District, seeks to a contract with a qualified firm(s) to remove, replace and maintain building systems such as fire alarms, PA (public announcements) equipment and door access.

4. Proposal Format

Five sets: One (1) original and three (3) copies and one (1) electronic copy in the form of a USB Flash Drive of the proposal shall be submitted on the forms and in the format as contained in the RFP. All proposals including copies shall contain all descriptive literature, specifications, samples (if requested), references, etc.

5. Contract Type

Fixed Fee

6. Discussions

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the District reserves the option to conduct discussions with those Offerors who submit proposals determined by the District to be reasonably susceptible of being selected for award. If such discussions are held with any or all firms, all firms will be notified that a best and final offer may be submitted. The best and final offer provides the opportunity for firms to revise their proposals, including the fee for the services, based on additional information gathered during the oral discussions. If a best and final offer is not submitted, the previous offer will be considered the best and final offer.

7. 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 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.

8. Billing

Payment will be made after submission of proper invoices received by the Accounts Payable Department, 959 S Chief Avenue Whiteriver, AZ 85941. Progress payments will be a percentage of the work completed as per this solicitation. Invoices should be submitted referencing purchase order number, the site, address, and the type of service rendered/supplies purchased. Payment of any invoice shall not preclude the District from making claim for adjustment on any product or service found not to have been in accordance with Terms and Conditions or specifications listed within this solicitation document.

9. 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 District's Board minutes. All oral or written inquiries must be directed through the Purchasing Department.



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Lobbying 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.

10. Evaluation

Representatives of the District will evaluate the proposals and determine which proposals are acceptable for further evaluation and which are not. This process will be separated into two phases. Phase 1 will consist of evaluation and scoring for mandatory qualifications. Proposals that are deemed acceptable during Phase 1 and for further consideration, the District will notify the disqualified, and then evaluate and score according to the evaluation criteria list in this RFP.

11. Evaluation Schedule

The proposals will be initially evaluated during the week of November 1st. Award is anticipated no later than the December board meeting.

12. Evaluation Criteria (1,000 Points)

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

Mandatory Qualifications: (Pass/Fail)
<ul style="list-style-type: none"> a. Siemens dealer (Siemens Solution Partner) for fire products and systems; or b. Bogen and Crestron for PA systems; or c. Bosch security systems dealer for door access; and d. Maintains an office location in Arizona. e. Fire Alarms Only: <ul style="list-style-type: none"> 1. Level IV certified NICET technicians 2. Demonstrated experience with XLS and SXL Siemens Fire Panels.
Qualifications and Experience (400 points)
a. Names and resumes of key employees (techs and other staff) that will be the Team supporting WUSD, along with any certifications and licenses.
b. Training provided to personnel assigned to work on this contract within last 3 years, including OSHA.
c. Brief history of company and the organizational structure, as WUSD would see it. Also the service location address where technician(s) will be dispatched from.
d. Able to demonstrate experience in working with very rural customers and Arizona School Districts by providing 3 references using the Reference Form provided; also included a list of previous or current contracts with other School Districts for these same services.
e. No pending reviews, claims or litigation from previous work
f. Has sufficient certified staff to be able to guarantee that a Level II or higher certified technician can be dispatched to support WUSD remotely or onsite within 3 days minimum; response in 24 hrs. is preferred.
g. Records of maintaining at least 1 NICET certified personnel for the last 3 years in Arizona.
<ul style="list-style-type: none"> h. At least 3 years a minimum of 3 schools located in a standalone commercial building with a population of at least 300 users. <ul style="list-style-type: none"> a. Fire Alarms: a XLS or SXL or Cerberus Pro System b. PA Systems: Bogen and Crestron c. Door Access: Bosh



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- i. Example provided illustrating firm's knowledge of protecting building systems equipment (Fire Alarms, PAs and/or Door Access) in an environment that is prone to power brownouts, spikes, and waveforms fluctuations while keeping client compliant with local, state, and federal codes.

Method of Approach (300 points)

- a. A bulleted plan that demonstrates an understanding of the Scope of Work and building systems maintenance, specifically Fire Alarms, PAs, and/or Door Access is provided. An explanation of technical approaches and an outline of the proposed program is also provided for meeting the requirements of the Scope of Work. Also included, but not limited to, the overall plan of operation and how on-site coordination of this contract will be accomplished.
- b. Firm confirms the capacity to fulfill the Scope of Work in terms of parts and service, as well as the necessary tools, equipment, and infrastructure available to operate and support WUSD. This should include, but not limited to: value of parts in warehouse, 4x4 truck or van, ladders, extension poles to replace smoke detectors located in high ceilings, smoke detector programming equipment, laptops to access and program FA PMI, smoke and heat testing equipment, voltmeters, and other typical equipment needed to work on Fire Alarm, PA and/or Door Access building systems.
- c. Procedures for accomplishing the inspection of the building system(s) and recording of findings. Example of record keeping system and sample records, reports provided.
- d. Provide escalation workflow that WUSD will undergo to get an issue resolved. Also provide mechanisms for accomplishing emergency and special service requirements.

Cost (250 points)

- a. Scenario pricing for each building system type; and
- b. Bolded market basket items

$$\left(\frac{\text{Price}_{\text{lowest}}}{\text{Price}_{\text{offered}}} \right) \times \text{Points}_{\text{max}} = \text{Points}_{\text{awarded}}$$

Responsiveness (25 pts)

Proposal clearly stated and Scope of Work understanding demonstrated to include, but not limited to:

- a. All required forms are complete, signed and notarized where needed;
- b. Proposal is "Tabbed as Requested" and easy to read;
- c. Letter of Interest signed by authorized officer; and
- d. Insurance requirements are met or exceeded.

Pre-Offer Conference Attendance (25 pts)

A representative from the firm attended the meeting.

13. Public Record

All Proposals shall be opened for public inspection after award of contract, except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data contained in the Proposal documents remain confidential in accordance with A.A.C. R7-2-1006, R7-2-1016, and R7-2-1042(A.1.u)



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1. Contract Award

The District reserves the right to award to multiple vendors, if determined to be advantageous.

2. Terms of Contract

This contract shall be for a term of one (1) year with an option to renew for four (4) additional years not to exceed 60 months. This contract can be canceled with a written notification of 30 days in advance of cancellation from either party.

3. Multi-Term Contract

Per A.A.C. R7-2-1042(A.3.b), it is the intent of the District to award a multi-term contract, during the fiscal year 2016-17, and continuing for a one year term. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four (4) one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.

4. Award Basis

The successful Offeror(s) will be determined by Evaluation Criteria including but not limited to pricing or other factors therein. Award will not be made based on price alone. Please see the evaluation criteria outlined in this RFP.

Any deviation from the general terms and conditions or exceptions shall be described fully and appended to the bid form on the vendor's letterhead over the signature of the person signing the bid form. Such appendages shall be considered part of the vendor's formal offer. For the absence of any statements of deviation or exception, the bid shall be accepted as in strict compliance with all terms and conditions.

5. Insurance

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

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming the Whiteriver Unified School District No. 20 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.

6. Licenses

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.

7. Safety

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.



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All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

8. Non-Exclusive Contract

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

9. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror shall acknowledge receipt of all amendments by signing the amendment acknowledgement form of the RFP.

10. Delivery of Services

Services must be received within time agreed to by the District and the Offeror. The District shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications and instructions in this solicitation.

11. Local Representative

Offeror should have a field representative available by email or cell phone to answer questions or concerns.

12. Authority

This solicitation as well as any resulting contract is issued under the authority of the Governing Board and managed under the Superintendent. No alteration or any resulting contract may be made without the express written approval of the District in a 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 contractor.

13. Integrity of Offer

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District, or per A.A.C. R7-2-1042(A.1.1) Offeror has not engaged in collusion or anti-competitive practices 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.

14. Price Clause

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

After initial contract term and prior to any contract renewal, the Whiteriver School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel the contract.

15. Travel

Travel will be calculated using Google Maps and charged at no more than ½ of the hourly rate for service rounded to the nearest 15 minute increments (0.25 an hour). If required, lodging must be preapproved by the District and will be reimbursable at the local rate. Mileage will be reimbursed at the ADOA standard mileage rate, which is currently \$0.445/mile.

16. Deviations to Offer

Any deviation from the general terms and conditions or exceptions taken shall be described fully on the Attachment Form provided. Deviations and Exceptions must be signed by authorized representative of the company. Such appendages shall be considered part of the Offerors formal Proposal. For the absence of any statements of deviation or exception, the Offer shall be accepted as in strict compliance with all terms and conditions.



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17. Procurement Methods

Any parts or repair services obtained under this Request for Proposal may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card.

18. Changes in the Scope of Work

During the duration of this contract there may be opportunity for special projects or changes in the scope of work due to State and/or Federal requirements for the building systems identified not otherwise described within the scope of work. Changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary. Such changes must be authorized in writing by Whiteriver Unified School District and approved by the Procurement Officer, prior to the performance of the work.

19. Relationship of the Parties

It is understood and agreed that the awarded firm is a separate legal entity from WUSD and neither the firm nor any of their employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of WUSD. The Supplier assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.


20. Professionalism and Cultural Sensitivity

The Whiteriver Unified School District is located on the White Mountain Apache reservation, which is sovereign land, and WUSD requires a level of cultural respect. Therefore, it is important that employees are dressed appropriately and professionally. A clean, neat and well-groomed appearance is essential. Solid color clothing and hats, long-sleeved tops, steel toe shoes, dark color jeans or work pants and no visible tattoos are preferred. Additionally:

- A. Site must be kept safe at all times;
- B. No weapons in your vehicles or on campus;
- C. No smoking on campus;
- D. No foul or offensive language;
- E. No alcohol or tobacco of any kind;
- F. No clothing referencing any of the above;
- G. No speaking to staff nor students;
- H. No leering or whistling;
- I. These are no tolerance terms!

21. Evaluation Criteria

- A. Mandatory Qualifications (Pass/Fail)
- B. Qualifications and Experience (400 points)
- C. Method of Approach; (300 points)
- D. Cost (250 points);
- E. Responsiveness of Proposal (25 points); and
- F. Pre-Conference Attendance (25 points)
- G. **Total Points = 1000**

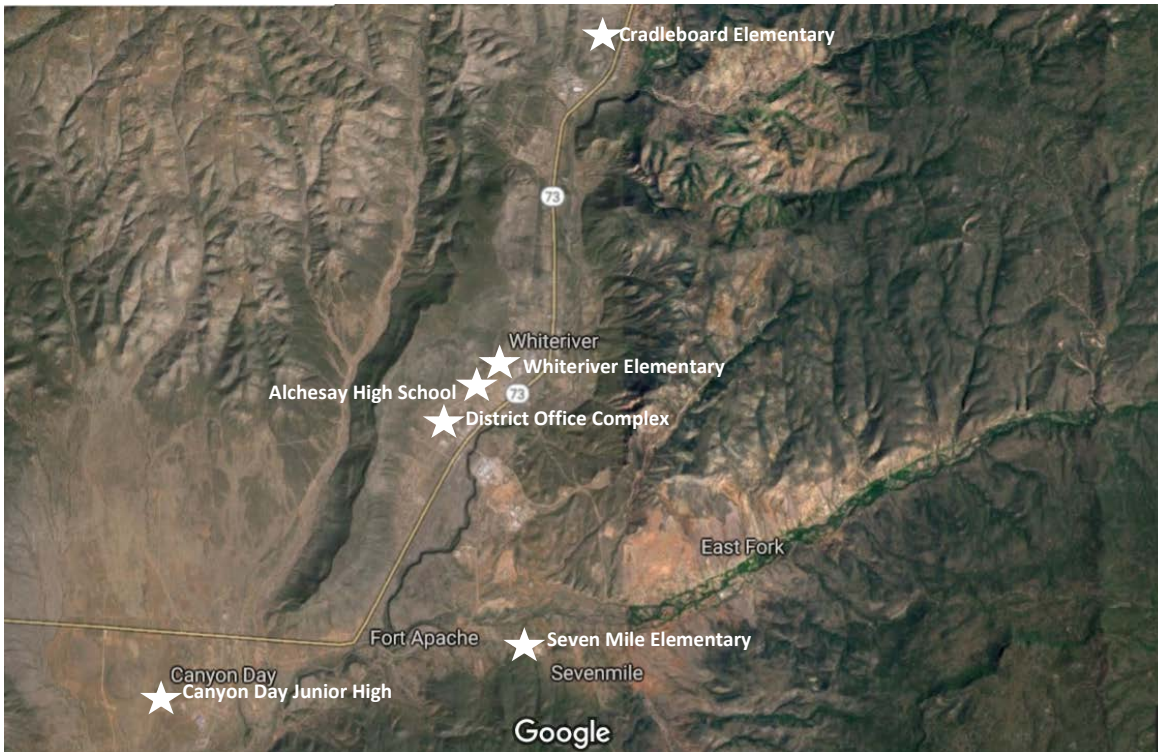
	Whiteriver Unified School District, #20 Scope of Work		PO Box 190 959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	RFP: 16-08-21 PROJECT: Building Systems (Fire Alarms, PA and Door Access)	Page 21 of 43	

1. Background:

The Whiteriver Unified School District #20 (WUSD) is located in Navajo County, Arizona on the White Mountain Apache reservation. WUSD is about 22 miles south of Pinetop-Lakeside, which is very rural. Enrollment is approximately 2,300 students. The District has five (5) school campuses and a District Office Complex:

1. Cradleboard Elementary (approximately 15 minute drive from District Office)
2. Whiteriver Elementary (approximately 5 minute drive from District Office)
3. Seven Mile Elementary (approximately 10 minute drive from District Office)
4. Canyon Day Junior High (approximately 12 minute drive from District Office)
5. Alchesay High School (approximately 2 minute drive from District Office)
6. District Office Complex (approximately +/- 40 minute drive from Pinetop-Lakeside)

A map is provided below to show each location. Vendors are encouraged to 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.)



2. Purpose:

Whiteriver Unified School District is seeking to enter into a contract with a qualified firm(s) to remove, replace and maintain three (3) types of building system equipment: Fire Alarm (FA); Public Announcement (PA) and related sound systems; and Door Access. The firm does not need to be a provider of each building system in order to submit an offer.

The successful Offeror(s) will provide an initial an assessment of the District’s current fire alarm (FA) systems; a comprehensive lifecycle analysis indicating which FA systems are beyond or reaching their economic lifecycle to maintain; an equipment upgrade plan for FA systems; installation of any new FA systems approved by the District’s representative; maintenance of the District’s current PA Bogen systems and other sound systems; and maintenance of the District’s current legacy Bosh systems ReadyKeyPro RKP6200 (approximately 172 doors), along with maintenance and support of the new Infinias door systems.



Whiteriver Unified School District, #20

Scope of Work

RFP: 16-08-21

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3. Services Requested

1. Fire Alarms (FA)

- a. Replacement of faulty devices, parts, equipment such as but not limited to: smoke detectors, DLC cards, pull stations, batteries, annunciators, PMI, and related;
- b. Provide remote support using phone or video conferencing technology for assistance with basic issues or initial issue exploration;
- c. Provide onsite support when report support is unsuccessful or impractical;
- d. Provide programmed smoke detectors when replacement is needed;
- e. Reporting capabilities and log examination for troubleshooting, maintenance, and pattern analysis purposes;
- f. Preventative analysis for smoke detectors that need cleaned to avoid issues with functionality;
- g. Assist District with in cleaning or replacing detectors located in areas difficult to access, including high areas;
- h. Update maps and documentation as needed in an electronic format accessible and archivable to WUSD;
- i. Provide District with configuration backups of FA & PMI programs;
- j. Resolve communication issues among FA panels, monitoring panels, and FA monitoring company;
- k. Upon District approval, represent the District with FA Inspectors / Marshall, other officials, and monitoring company;
- l. Communicate regularly with Director of Information Technology Services (ITS) or designated representative regarding any significant changes, events or any other critical information regarding changes in the Fire Code, new policies or practices from the Fire Marshall office or other authorities that can impact FA systems requirements;
- m. Provide tracking of replaced parts, services provided, and warranties;
- n. Assist WUSD with proper recordkeeping of fire drills and inspections; and
- o. Provide training to end-users on fire alarm procedures and operations; issue training certificates and provide list of trained end-users to the WUSD IT and HR department.

2. Public Announcement (PA)

- a. Replacement of faulty devices, parts, equipment;
- b. Provide remote support using phone or video conferencing technology for assistance with basic issues or initial issue exploration;
- c. Provide onsite support when report support is unsuccessful or impractical;
- d. Determine an expansion or improvement plan on gymnasium sound systems; and
- e. Collaborate with WUSD Mitel vendor on school PA interface.

3. Door Access

- a. Replacement of faulty devices, parts, equipment.
- b. Provide remote support using phone or video conferencing technology to support WUSD with basic issues or as an initial exploration of an issue.
- c. Provide onsite support when report support is not successful or impractical.

**Whiteriver Unified School District, #20**

Scope of Work

RFP: 16-08-21

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of 43PO Box 190
959 S Chief Avenue
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(928) 358-5800**4. Fire Alarm Equipment Listing, By Location****1. Cradleboard Elementary:**

- a. FA Panel: Siemen XLS
- b. Occupancy: +/- 400
- c. Number of rooms: 40 + hallways + gym + cafeteria + kitchen
- d. Mainly multi-criteria and thermal (heat) detectors

2. Seven Mile Elementary:

- a. FA Panel: Siemen XLS
- b. Occupancy: +/- 650
- c. Number of rooms: 59 + hallways + gym + cafeteria + kitchen
- d. Mainly multi-criteria and thermal (heat) detectors

3. Whiteriver Elementary:

- a. FA Panel: Siemen SXL
- b. Occupancy: +/- 650
- c. Number of rooms: 59 + hallways + gym + cafeteria + kitchen
- d. Mainly multi-criteria and thermal (heat) detectors

4. Canyon Day Junior High:

- a. FA Panel: Siemen XLS
- b. Occupancy: +/- 500
- c. Number of rooms: 47 + hallways + gym + cafeteria + kitchen
- d. Mainly multi-criteria and thermal (heat) detectors

5. Alchesay High School:

- a. FA Panel: 2 Siemen XLS and 1 Cerberus Pro
- b. Occupancy: +/- 700
- c. Number of rooms: 92 + hallways + gym + cafeteria + kitchen
- d. Mainly multi-criteria and thermal (heat) detectors

6. District Office Complex:

- a. FA Panel: 1 Siemen XLS and 1 Cerberus Pro
- b. Occupancy: +/- 100
- c. Number of rooms: 40 + hallways + gym + cafeteria + kitchen
- d. Mainly multi-criteria and thermal (heat) detectors

5. Public Announcement (PA) Equipment Listing, By Location**1. Cradleboard Elementary:**

- a. Bogen Multicom-2000
- b. Occupancy: +/- 400
- c. Number of rooms: 40 + hallways + gym + cafeteria + kitchen

2. Seven Mile Elementary:

- a. Bogen's Multicom Quantum IP
- b. Occupancy: +/- 650
- c. Number of rooms: 59 + hallways + gym + cafeteria + kitchen

3. Whiteriver Elementary:

- a. Bogen Multicom-2000 with clock system
- b. Sound system in the gymnasium
- c. Occupancy: +/- 650
- d. Number of rooms: 59 + hallways + gym + cafeteria + kitchen



Whiteriver Unified School District, #20

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4. Canyon Day Junior High:

- a. Bogen's Multicom Quantum IP
- b. Occupancy: +/- 500
- c. Number of rooms: 47 + hallways + gym + cafeteria + kitchen
- d. Mainly multi-criteria and thermal (heat) detectors

5. Alchesay High School:

- a. Bogen's Multicom Quantum IP
- b. Sound system in the Activity Center
- c. Occupancy: +/- 700
- d. Number of rooms: 92 + hallways + gym + cafeteria + kitchen

6. Door Access Equipment, By Location

1. Alchesay High School: 170 Doors
2. District Office Campus (Bus barn): 2 Doors

7. Considerations

1. Fire panels may be interconnected;
2. Fire panels are monitored by Amer-X Security via Bosh IP panels. The District does not connect to Amer-X Security using dedicated analogue POT lines. Connectivity between the FA alarm and Amer-X Security is done by using the public Internet;
3. Public Announcement systems are not under a Bosch;
4. All Bogen PA systems are interconnected with the current Mitel Virtual PBX phone system;
5. Most sound systems are connected to the District's IP network via a Crestron interface; and
6. The District would like to convert from Bogen systems for IP speakers' systems to Valcom ClassConnection IP System in the future.
7. Response times preferred within 24 hours; 3 day minimum required.



Whiteriver Unified School District, #20
Exhibit 1 – School Calendar

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WHITERIVER UNIFIED SCHOOL DISTRICT
2016-2017 SCHOOL YEAR CALENDAR
Governing Board Approved: 11-18-2015

<p>JULY '16</p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> <tr><td>31</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p>4 12-Month Holiday</p> <p>25-27 301 or Paid Certified Pre-Service</p> <p>28-29 New Teacher Orientation</p>	S	M	T	W	Th	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							<p>JANUARY '17</p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p>1 Winter Break</p> <p>2 12-Month Holiday</p> <p>3 3rd Qtr. & 2nd Sem. Begins</p> <p>16 Martin Luther King Jr. Day - No School - Holiday</p>	S	M	T	W	Th	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31											
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Whiteriver Unified School District, #20
Response Format

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PROPOSAL FORMAT – MINIMUM REQUIREMENTS

Five (5) sets of your response are requested. One (1) original and three (3) copies of each proposal in addition to one (1) electronic copy in the form of a USB Flash Drive should be submitted. Whiteriver Unified School District will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal should conform to the format specified below and include, but not be limited to the following:

Tab 1: Company Profile/Qualifications/Experience – no more than two (2) pages

- A. Provide a statement signed by the authorized individual indicating full and complete understanding of the requirements and Scope of Work detailed within the RFP and the ability of the firm to comply with the mandatory qualifications, all terms, requirements, and conditions of resultant contract.
- B. The names of persons authorized to represent the firm, their titles, addresses, and telephone numbers. Also provide the names and resumes of key employees (techs and other staff) that will be the Team supporting WUSD, along with any certifications and licenses. Include titles of training provided to personnel assigned to work on this contract within the last 3 years, including OSHA.
- C. Provide a very brief history on your company and the organizational structure of your company, as WUSD would see it. Also the service location address where technician(s) will be dispatched from is included.
- D. Detail your firm's experience in working with very rural customers and Arizona School Districts by providing 3 references using the Reference Form on Page 29; also include a list of previous or current contracts with other School Districts for these same services.
- E. Provide a statement that discloses if there are any legal claims, including any Professional Liability/Errors and Omissions claims, against the Firm pending, current or during the past five years.
- F. Confirm that your firm has supported for at least 3 years a minimum of 3 schools located in a standalone commercial building with a population of at least 300 users based on the type of building system service requested:
 - a. Fire Alarms: a XLS or SXL or Cerberus Pro System
 - b. PA Systems: Bogen and Crestron
 - c. Door Access: Bosh
- G. Fire Alarm Systems only:
 - a. Confirm your firm has sufficient certified staff to be able to guarantee that a Level II or higher certified technician can be dispatched to support WUSD remotely or onsite within 3 days minimum. Include the quickest response time available for both onsite and remote support.
 - b. Provide records documenting at least 1 NICET certified personnel for the last 3 years in Arizona.
- H. Give an example that illustrates the firm's knowledge of protecting building systems equipment (Fire Alarms, PAs and/or Door Access) in an environment that is prone to power brownouts, spikes, and waveforms fluctuations while keeping client compliant with local, state, and federal codes.

Tab 2: Company Method of Approach – no more than three (3) pages

- A. Provide a bulleted plan that demonstrates the firm understands of the Scope of Work and building systems maintenance, specifically Fire Alarms, PAs, and/or Door Access. This should provide an explanation of technical approaches and an outline of the proposed program for meeting the requirements of the Scope of Work. This should include, but is not limited to, the overall plan of operation and how on-site coordination of this contract will be accomplished.
- B. Confirm the capacity to fulfill the Scope of Work in terms of parts and service, and that the firm has the necessary tools, equipment, and infrastructure to operate and support WUSD. This should include but is not limited to: value of parts in warehouse, 4x4 truck or van, ladders, extension poles, programming equipment, laptops to access and program FA PMI, smoke and heat testing equipment, voltmeters, and other typical equipment needed to work on Fire Alarm, PA and/or Door Access building systems.



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- C. Describe the firm's procedures for accomplishing the inspection of the building system(s) and recording of findings. Include an example of the record keeping system and provide sample records, reports, etc.
- D. Provide escalation workflow that WUSD will undergo to get an issue resolved. Also provide mechanisms for accomplishing emergency and special service requirements.

Tab 3: Cost Form

- A. Provide scenario based pricing for each building system offered.
- B. Provide hourly labor and travel rates for each building system service type offered (Fire Alarms, PA and/or Door Access).
- C. Provide market basket pricing for each building system offered.

Tab 4: Supplemental Forms

- A. Completed and Signed Offer and Acceptance Attachment
- B. Completed Familial Relationship Disclosure Attachment
- C. Completed Deviations/Exceptions Attachment
- D. Confidentiality/Proprietary Information Attachment
- E. Completed and Notarized Non-Collusion Affidavit and Amendment Acknowledgement Attachment
- F. Compliance Statement
- G. Vendor Payment Attachment
- H. Provide a Certificate of Insurance form – similar to the sample
- I. I.R.S. W-9 Form, <https://www.irs.gov/pub/irs-pdf/fw9.pdf>



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References

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Offeror shall list below a minimum of three (3) but no more than five (5) references from district that are similar in scope and size to this requirement. Failure to provide three accurate references will result in loss of points.

1. Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Date of Contract Initiation: _____

Type of Services Provided: _____

2. Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Date of Contract Initiation: _____

Type of Services Provided: _____

3. Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Date of Contract Initiation: _____

Type of Services Provided: _____



Whiteriver Unified School District, #20

Pricing Submittal Cost Form

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The undersigned, hereby, propose to provide the scope of work and specifications as outlined in the RFP. The undersigned further declares that all information to the referenced Request for Proposal has been carefully read and examined. All undersigned agree to comply with the District rules, regulations, and policies. **ALL additional costs should be outlined clearly and attached to this Pricing Submittal Cost Form and included under Tab 3.** Offeror shall provide firm, fixed prices for the items listed below.

NO FURTHER COMPENSATION OR REIMBURSEMENT FOR ANY PURPOSE WILL BE PAID BY THE DISTRICT UNLESS PRIOR AGREEMENT FOR SAME IS REACHED WITH THE DISTRICT AND SUCH AGREEMENT IS IN WRITING.

Fire Alarm Labor Rates	Labor (Hourly Rate)	Estimated # of hours	Travel (Hourly Rate)	Estimated Travel Time
Annual Inspection and Certification	\$	_____ hours	\$	_____ hours
Smoke detector replacement	\$	_____ hours	\$	_____ hours
PMI programming	\$	_____ hours	\$	_____ hours
Smoke detector cleaning	\$	_____ hours	\$	_____ hours

Technicians	Labor (Hourly Rate)
NICET Level I Tech	\$
NICET Level II Tech	\$
NICET Level III Tech	\$
NICET Level IV Tech	\$
Apprentice/Helper	\$

Is there a minimum and/or maximum amount of time? If so, indicate below:	
Minimum time	_____ hours
Maximum time	_____ hours

Remote Support	\$	Hourly Rate
Is there a minimum and/or maximum amount of time? If so, indicate below:		
Minimum time	_____ hours	
Maximum time	_____ hours	

Please also use the following hypothetical scenario: A detector in the air handler triggered a trouble issue at Whiteriver Elementary School and the smoke detector cannot be disabled. Identify three (3) potential causes and solutions to the issue. Use the rates offered above for each solution given and provide a detailed breakdown for each.

Fire Alarm Scenario #1 Pricing



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Please also use the following scenario, using the requested pricing above to provide a breakdown of each charge: Two (2) detectors need replacement batteries for a NAC Extender (Model PAD-3 Series) at Cradleboard Elementary School.

Fire Alarm Scenario #2 Pricing

PA (Public Announcement) Systems Labor Rates	Labor (Hourly Rate)	Estimated # of hours	Travel (Hourly Rate)	Estimated Travel Time
Inspection and Certification	\$ _____	_____ hours	\$ _____	_____ hours
Processor card replacement	\$ _____	_____ hours	\$ _____	_____ hours

Is there a minimum and/or maximum amount of time? If so, indicate below:

Minimum time _____ hours

Maximum time _____ hours

Remote Support \$ _____ Hourly Rate

Is there a minimum and/or maximum amount of time? If so, indicate below:

Minimum time _____ hours

Maximum time _____ hours

Please use the following hypothetical scenario to provide pricing: Whiteriver Elementary School has a malfunctioning Bogen Multicom-2000 system that needs reprogrammed. Use the rates offered above for pricing the scenario and provide a detailed breakdown of the charges.

PA Scenario Pricing

Door Access Systems Labor Rates	Labor (Hourly Rate)	Estimated # of hours	Travel (Hourly Rate)	Estimated Travel Time
Inspection	\$ _____	_____ hours	\$ _____	_____ hours
Door controller replacement	\$ _____	_____ hours	\$ _____	_____ hours

Is there a minimum and/or maximum amount of time? If so, indicate below:

Minimum time _____ hours

Maximum time _____ hours

Remote Support \$ _____ Hourly Rate

Is there a minimum and/or maximum amount of time? If so, indicate below:

Minimum time _____ hours

Maximum time _____ hours



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Please also use the following hypothetical scenario, using the requested pricing to provide a breakdown of each charge: Your firm is scheduled to visit Whiteriver Elementary School to replace 5 door controllers. Your firm replaces the devices in one day and determines that five (5) other door controllers may fail and replaces the additional five (5). Your firm then retests the 10 repaired devices and 1 does not pass. Your firm repairs the device that failed, retests and then the device passes.

Door Access Scenario Pricing

FIRE ALARM MARKET BASKET

Description	MSRP	% Discount	Net Cost
HFP-11 FirePrint Detector Part #500-033290	\$	%	\$
FP-11 Addressable FirePrint™ Detector Part #500-095112	\$	%	\$
DB-11 Detector Mounting Base Part #500-094151	\$	%	\$
HFPT-11 Thermal Detector Part #500-033380	\$	%	\$
HMS-D Dual-Action Manual Station Part #500-033400	\$	%	\$
FDCIO422 Quad Interface Module Part #S54322-F4-A1	\$	%	\$
HI921 Thermal (Heat) Detector Part #S54320-F5-A2	\$	%	\$
OH921 Addressable Multi-Criteria Detector Part #S54320-F6-A2	\$	%	\$
PMI-2 Person Machine Interface 2 for FireFinder® XL Part#S54430-C1-A1	\$	%	\$
RL-HC Ceiling mount remote lamp Part #500-033230	\$	%	\$
RL-HW Wall mount remote lamp Part #500-033310	\$	%	\$
Equipment Category Discount (items not listed)		% Discount	
Batteries			%
Line Modules			%
Basic system equipment			%
Fire system expansion equipment			%
Networking equipment			%
Any other related equipment not identified			%



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Pricing Submittal Cost Form

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PUBLIC ANNOUNCEMENTS (PA) MARKET BASKET

Description	MSRP	% Discount	Net Cost
QSPC1 Quantum Processor Card	\$	%	\$
MCACB Analog Card – 1 per 24 Stations	\$	%	\$
MC512A 5V/12V Power Supply	\$	%	\$
MCAP12 Audio Program Input Module Bay	\$	%	\$
Secure Call Call Assurance Call-In Switch Model SC1	\$	%	\$
Administrative Display Telephone Model MCDS4	\$	%	\$
Multicom 2000® 26-Volt Power Supply Model MC2626B	\$	%	\$
Multicom 2000® Analog Card Model MCACB	\$	%	\$
Multicom 2000® Processor Card Model MCPCA3	\$	%	\$
Multicom 2000® Station Card Model MCSC	\$	%	\$
Equipment Category Discount (items not listed)		%	Discount

DOOR ACCESS MARKET BASKET

Description	MSRP	% Discount	Net Cost
eIDC32 Door Controller	\$	%	\$
S-DOOR-KIT-WH-ST	\$	%	\$
S-DOOR-KIT-WH	\$	%	\$
HES 5000	\$	%	\$
HES 5200	\$	%	\$
HES 7000	\$	%	\$
Legacy Bosh parts		%	Discount
Parts Discount (items not listed)		%	Discount



Whiteriver Unified School District, #20

No Response

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Please provide written notification of your decision via fax to the District if you do not wish to respond to this solicitation.

I am submitting a "No Response" at this time, via fax.

Name of Company

Date Signed

Authorized Signature / Local Rep

Phone & Fax No.

Print Name/Company Position

Mailing Address

Email Address

City, State, Zip

Please return this completed form to:

Whiteriver Unified School District

Business Office

959 S. Chief Avenue
Whiteriver, AZ 85941

**via fax to:
(928) 358-5801**



Whiteriver Unified School District, #20

Offer and Acceptance

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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:
Arizona Transaction (Sales) Privilege Tax License No.		
Federal Employer Identification No.		Name
Street Address		Phone
City		Fax
State	Zip	E-mail
Tax Rate (if applicable) ___%		_____
		Signature of Person Authorized to Sign Offer
		Printed Name of Person Authorized to Sign Offer
		Title

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. § 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.
7. In accordance with A.R.S. §15-512, the offeror shall comply with fingerprinting requirements as identified in Uniform Instructions.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 16-08-21 for Building Systems (Fire Alarms, PA and Door Access).

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.

Awarded this _____ day of _____, 2016

Authorized signature of the District



Whiteriver Unified School District, #20
Familial Relationship Disclosure Statement

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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:

Employee of Firm	Whiteriver Unified School District Connection	How are they related

 (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

Deviations and 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.

The following deviations/exceptions are being submitted for consideration:

Section	Page	Item	Reason

Firm

Authorized Signature

Date



Whiteriver Unified School District, #20

Confidential/Proprietary Information

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Confidential / Proprietary Submittals (mark one):

_____ 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. 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. The District will be the final judge if material will be accepted as confidential or not. Request to deem the entire offer or price as confidential will not be a consideration. Put the confidential material in a separate envelope. Complete description of the material to be considered confidential, the page number, paragraph and other identifiable information must be submitted below. Page number (s), paragraph, and description:

Place this document on the outside of the envelope. If the District agrees, it will be kept confidential. If they do not, the District will notify you and you may pick up the material as it will not be used in your evaluation or you will be given the opportunity to withdraw your request to keep the material confidential.

_____ Firm

_____ Authorized Signature Date



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Acknowledgement and Non-Collusion Affidavit

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(928) 358-5800

Each proposer will initial as having read and complied with all the Instruction, Terms, Conditions and Specifications. Failure to do so may seriously hamper the evaluation process.

Uniform Instructions to Offerors _____ please initial

Uniform General Terms & Conditions _____ please initial

Special Instructions _____ please initial

Special Terms & Conditions _____ please initial

Acknowledgment & NC Affidavit _____ please initial

Please initial as an acknowledgment, if applicable, for amendments received:

Amendment #1: _____ Amendment #2: _____ Amendment #3: _____ Amendment #4: _____

State of (_____) County of (_____)

_____, _____, _____
Name Title Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal (“Offeror”) with respect to the District’s **RFP # 16-08-21** and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine and such Proposal is neither a sham nor collusive, nor is such Proposal made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other bidder to put in a sham or collusive bid, or induced or solicited any other bidder to refrain from submitting a proposal.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other bidder.

By: _____ Title: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____ 20_____.

Notary Public: _____

My commission expires: _____

This page must be signed, notarized and returned with your proposal response.



Whiteriver Unified School District, #20
Compliance Form

RFP: 16-08-21
PROJECT: Building Systems (Fire Alarms, PA and
Door Access)

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PO Box 190
959 S Chief Avenue
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(928) 358-5800

Vendors/Contractors requesting to do business with Whiteriver Unified School District and accepting a purchase order for supplies or services **MUST** sign below verifying compliance with the identified state laws, in order for the transaction to take place. Failure to maintain compliance with these provisions will be considered a material breach of contract subject to penalties up to and including termination of the contract.

1. Federal Immigration and Nationality Act

By applying for a Vendor Application Form or a Vendor Number to do business with Whiteriver Unified School District the signer warrants that it and all proposed subcontractors are in compliance with: 1) 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. The signer shall obtain statements from all subcontractors certifying compliance with this requirement and shall furnish the statements to the District Procurement Officer upon request.

2. Terrorism Country Divestments

In accordance with A.R.S. §35-392, Whiteriver Unified School District is prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into a contract, a vendor/contractor warrants compliance with the Export Administration Act.

3. Boycott of Israel:

In accordance with A.R.S. § 35-393, Whiteriver Unified School District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments. By entering into a contract, a vendor/contractor warrants compliance.

4. Fingerprint Clearance Card Requirement

A contractor, subcontractor or vendor who is contracted to provide services on a regular basis on District property must obtain a valid fingerprint clearance card pursuant to A.R.S. §41-1758 et.seq. The Superintendent may exempt this requirement a contractor, subcontractor or vendor whom the Superintendent has determined is not likely to have independent access or unsupervised contact with students as part of the contractor’s normal job duties while performing service to a school or the district. The signer warrants compliance with this law.

_____Signer is to initial here if the business they do with Whiteriver Unified School District does not include providing services on a regular basis on District property.

Vendor/Contractor acknowledges that the School District retains the legal right to inspect the papers of any contractor, subcontractor, vendor or employee of same who works on the contract to ensure compliance with the above requirements. The vendor/contractor shall facilitate this inspection process by giving prior notice to their employees and supervisors.

Company Name

Authorized Company Signature

Date

Printed or typed Name above & Title



Whiteriver Unified School District, #20

Vendor Payment Form

RFP: 16-08-21

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ORDER INFORMATION		PAYMENT INFORMATION	
LEGAL NAME OF ORGANIZATION / INDIVIDUAL		LEGAL NAME OF <u>PAYEE</u>	
STREET ADDRESS		STREET ADDRESS	
STREET ADDRESS 2		STREET ADDRESS 2	
CITY		CITY	
STATE	ZIP	STATE	ZIP
PHONE NUMBER W/ EXTENSION	FAX NUMBER	PHONE NUMBER W/ EXTENSION	FAX NUMBER
CONTACT NAME		CONTACT NAME	
EMAIL ADDRESS FOR <u>PURCHASE ORDERS</u>		EMAIL ADDRESS FOR <u>ACCOUNTS RECEIVABLE</u>	
WEB ADDRESS		DOES YOUR COMPANY ACCEPT PURCHASE ORDERS? YES NO	
DO YOU REMIT ARIZONA STATE SALES TAX? YES NO		ARE YOU A WUSD EMPLOYEE? YES NO IF YES, EXPLAIN:	
DOES YOUR COMPANY PROVIDE: GOODS SERVICES BOTH		RELATIVE OF WUSD EMPLOYEE? YES NO IF YES, EXPLAIN:	
PLEASE DESCRIBE:		MEMBER OR RELATIVE OF WUSD GOVERNING BOARD? YES NO IF YES, EXPLAIN:	
VENDOR ACKNOWLEDGEMENTS - BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT:			
<ol style="list-style-type: none"> I am duly authorized to certify the information requested herein. To the best of my knowledge, the elements of the information provided herein are accurate and true as of this date. My organization will comply with all State statutes and Federal equal opportunity and non-discrimination requirements and conditions of employment in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order Number 75-5 dated April 28, 1975. Filing of a Vendor Registration Application supplies information only and does not constitute an assumed obligation by Whiteriver Unified School District (WUSD) to guarantee contractual awards or agreements to my organization. Updating information contained on this form is solely the duty of my organization. My organization will not provide any product or service without first having in our possession an authorized WUSD Purchase Order. No products or services will be provided based on a verbal promise of a Purchase Order or with the submission of a requisition for a Purchase Order. I understand that payment for any product or service provided without an authorized Purchase Order is not the responsibility of WUSD and that I will have to obtain payment from the individual requestor. My organization will direct all communication regarding WUSD Purchase Orders to the WUSD Procurement Office. My organization will provide the Purchase Order number on all invoices submitted to WUSD. I understand that invoices received without this information will not be paid. My organization will submit all invoices directly to WUSD Accounts Payable and not to the requesting department or school. 			
PRINTED OR TYPED NAME		TITLE	
SIGNATURE		DATE	



Whiteriver Unified School District, #20

Certificate of Insurance

RFP: 16-08-21

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CERTIFICATE OF INSURANCE

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DISTRICT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

NAME AND ADDRESS OF INSURANCE AGENCY:	COMPANY LETTER	COMPANIES AFFORDING COVERAGE:
	A	
NAME AND ADDRESS OF INSURED:	B	
	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY: PER PERSON \$1,000,000.00 EACH OCCURRENCE \$2,000,000.00 PROPERTY DAMAGE \$1,000,000.00 OR _____ BODILY INJURY AND PROPERTY DAMAGE \$1,000,000.00 COMBINED		COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE)		
SAME AS ABOVE		COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM		UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT \$ 100,000.00		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
		OTHER		

THE WHITERIVER SCHOOL DISTRICT IS ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE DISTRICT WITHOUT THIRTY(30) DAYS WRITTEN NOTICE TO THE DISTRICT. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____ _____ AUTHORIZED REPRESENTATIVE
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Whiteriver Unified School District, #20

Request for W-9

RFP: 16-08-21

PROJECT: Building Systems (Fire Alarms, PA and Door Access)

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PO Box 190
959 S Chief Avenue
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(928) 358-5800

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ 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. <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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
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.

Social security number									
				-					
or									
Employer identification number									
				-					

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.

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

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/fw9.

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 filled-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.

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER

SEALED PROPOSAL PACKAGE

Submitted by: Company Name:
Address:
City, State, Zip:

RFP # **16-08-21, Building Systems (Fire Alarms, PA and Door Access)**

Due Date: October 31, 2016 by 10:00 a.m. MST

Whiteriver Unified School District, #20
Attn: **Business Office**
PO Box 190
959 S Chief Avenue
Whiteriver, AZ 85941

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER