



Whiteriver Unified School District

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NOTICE OF REQUEST FOR PROPOSAL

Project: RFP 20-01-25 for Erate Telecom Services
PROPOSAL DUE DATE: November 26, 2019 Time: 04:00 p.m. Mountain Standard Time
Preconference: None
Opening Location: Whiteriver Unified School District
963 S Chief Avenue Street, Whiteriver, AZ 85941

The Governing Board of the Whiteriver Unified School District # 20 is requesting competitive sealed qualification proposals for **INTERNET CONNECTION, ERATE PRIORITY ONE SERVICES**, specifically Telecom Services.

In order to have your proposal considered, it is to be submitted in a sealed envelope/box, plainly marked, "INTERNET CONNECTION, ERATE PRIORITY ONE SERVICES", RFP 20-01-25 with the date and time for receipt of proposal written thereon. This proposal is being issued to be compliant with the Federal Erate Program.

Proposals will be received in a sealed container at the Whiteriver Unified School District # 20, Purchasing Department, PO Box 190, or 959 S Chief Avenue Street, Whiteriver, Arizona, 85941 **no later than November 26, 2019**. We are not in an overnight delivery area!

Proposals will be opened on November 27, 2019 at 9:00am. The name of each firm submitting a proposal and other relevant information, as determined by the District, shall be recorded. This record shall be open for public inspection at the time of the proposal opening. All other information, including pricing, shall remain confidential until after the award is made. The contract will not be awarded solely on the basis of cost. All information and proposals submitted will be made available for public inspection after the award has been made, except to the extent that the Offeror has requested, and the District concurs, that certain information remain confidential.

The District reserves the right to accept or reject any or all proposals or any part thereof, and to waive any minor informalities in any proposal deemed in the best interest of the District.

Five (5) sets: One (1) original and three (3) copies and one (1) electronic copy in the form of a USB Flash Drive of the proposal should be submitted on the forms **and** in the format as contained in the RFP. All proposals including copies should contain all descriptive literature, specifications, samples (if requested), references, etc. Proposals should be typed in no less than 10 point font, double spaced and limited to no more than 50 numbered pages, front and back, in its entirety. This page limit preference does not include the required attachment forms.

Sandie Sedillo Business Manager
(928) 358-5800

Bid Status

REQUEST FOR PROPOSALS # 20-01-25

MATERIAL OR SERVICE Erate Telecom Services

DUE DATE November 26, 2019 at 4:00 PM, Mountain Standard Time

OPENING LOCATION District Office
963 S Chief Avenue Street
Whiteriver, AZ 85941

This solicitation may only be obtained from our solicitation website at <https://www.wusd.us/page/dis.rfp>. All amendments will be posted to <https://www.wusd.us/page/dis.rfp>, the District’s website. Any interested Offerors without internet access may obtain a copy of this solicitation by calling (928) 358-5800 or a copy may be picked up during regular business hours at the District Office, 963 S Chief Avenue Street, Whiteriver, AZ 85941. If you experience any problems receiving this solicitation, please call (928) 358-5800.

If you do not wish to submit an offer for this solicitation, please provide written notification of your decision. Failure to respond could result in deletion of your name from the District’s vendor listing. This form may be returned to the address above. A “No Bid” will be considered a response.

___ **Here is my “No Bid”; I cannot provide services of this nature.**

___ **I am eager to do business with Whiteriver Unified School District as I provide these services. I will download it from the website, <https://www.wusd.us/page/dis.rfp>.**

Name of Company		Date Signed		
Authorized Signature/Local Representative		Cell Phone Number		
Type Name and Position within Company				
Mailing Address		City	State	Zip
Email Address				

Notice sent: October 22, 2019

Email to: pdehombreux@wusd.us

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NOTE: Bolded forms above should be submitted with your proposal.

DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this proposal at the following web addresses: 1 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 http://azsos.gov/public_services/Title_07/7-02.htm#Article_10.

The Universal Services Administration Company's Schools and Libraries Erate rules are available at <http://www.sl.universalservice.org/>

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

UNIFORM INSTRUCTIONS TO OFFERORS

1. **Definition of Terms** As used in these instructions, the terms listed below are defined as follows:

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

2. **Inquiries**

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

- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquires.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's Preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1 Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 2 Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.

- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District/public entity will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
1. Amendments;
 2. Special Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Statement of Scope of Work;
 5. Specifications;
 6. Attachments;
 7. Exhibits;
 8. Special Instructions to Offerors; and
 9. Uniform Instructions to Offerors
 10. Proposal Response
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. **Submission of Offer**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/public entity shall make a determination on whether the stamped information is confidential pursuant to the School District/public entity's Procurement Code.

D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:

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

5. Additional 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. All applicable taxes in the Offer will be considered by the School District/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.

D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.

F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

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

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

6. Award

A. Number or Types of Awards. Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/public entity's interest, "all or none" Offers shall be rejected.

B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance will be contingent upon the approval of their Governing Board, if applicable.

7. **Protest.**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Sandie Sedillo, who is the Business Manager. 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;
- E. The form of relief requested; and
- F. The interested party shall supply promptly any other information requested by the District Representative.

8. **Time for filing protests R7-2-1143**

- A. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- B. In cases other than those covered in subsection (A), the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.
- C. The interested party may file a written request with the district representative for an extension of the time limit for protest filing set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing
- D. If the interested party shows good cause and it is advantageous to the school district, the District Representative may consider any protest that is not filed timely.
- E. The District Representative shall immediately give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties.
- F. At any time the District Representative or hearing officer may refer the protest to the governing board for resolution in accordance with R7-2-1152.

UNIFORM GENERAL TERMS AND CONDITIONS

1. **Definition of Terms** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
 - C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. **“Contractor”** means any person who has a Contract with the School District/public entity.
 - E. **“Days”** means calendar days unless otherwise specified.
 - F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
 - H. **“Offer”** means bid, proposal or quotation.
 - I. **“Offeror”** means a vendor who responds to a Solicitation.
 - J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
 - L. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
 - N. **“School District”** means the School District or public entity that executes the Contract.
2. **Contract Interpretation**
 - A. **Arizona Law.** The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
 - B. **Implied Contract Terms.** Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
 - C. **Contract Order of Preference.** In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
 - D. **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.

- E. 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.
- F. 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.
 - 1 Special Terms and Conditions;
 - 2 Uniform General Terms and Conditions;
 - 3 Statement or Scope of Work;
 - 4 Specifications;
 - 5 Attachments;
 - 6 Exhibits;
 - 7 Documents Referenced in the Solicitation;
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the District.

2. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
 - 1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract/Purchase Order.
 - 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.
- 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.

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 Preconstruction and Construction assignments with consideration of professional service fees and payment terms, or the substitution of work or materials will be handled through contract amendments. Amendments and contract changes are directed only by authorized representatives for the District. No amendments or contract changes directed by an unauthorized district employee or made unilaterally by the Contractor are enforceable. Unauthorized amendments or changes 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 authorized District Representative.

3. 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. Any contract entered by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Whiteriver Unified School District, #6 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the District."

C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall defend, 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 provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

4. 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 two years after acceptance by the School District of the materials or services, they shall be:

1. of a quality to pass without objection in the trade under the Contract description;
2. fit for the intended purposes for which the materials or services are used;
3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the School District 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.

5. 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.
- 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 reprocurring the materials or services.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

7. Contract Claims

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

8. 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.

9. 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.

10. 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.

11. 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. Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

14. 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, 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 Governing Board Policies of Whiteriver Unified School District.

12. Registered Sex Offender Notification Restriction

Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District's premises at any time without written approval of the District Representative.

Any breach of Contractor's or any subcontractor's warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of the District's rights and the subcontractor's obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

13. Clarifications/Discussions

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

14. Confidential Information

Confidential information request: If Offeror believes that its submission contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District of this fact shall accompany the submission, 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.

15. Prohibition of Reprisals

Whiteriver Unified School District is committed to complying with Federal requirements related to whistleblower protections.

To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of;

- A. gross mismanagement of a contract or grant;
- B. a gross waste of public funds;
- C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
- D. an abuse of authority related to the implementation or use of public funds; or
- E. a violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.

SPECIAL INSTRUCTIONS

1. Preparation of Proposals

A. Electronic Documents

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

B. Proposal Format

Five (5) sets: One (1) original and three (3) copy and one (1) electronic copy in the form of a USB Flash Drive of the proposal should be submitted on the forms **and** in the format as contained in the RFP. All proposals including copies should contain all descriptive literature, specifications, samples (if requested), references, etc. Proposals should be typed in no less than 10 point font, double spaced and limited to no more than 50 numbered pages, front and back, in its entirety. This page limit preference does not include the required attachment forms.

C. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror should acknowledge receipt of all amendments by signing the Acknowledgement Form of the RFP.

2. Submission of Proposal

A. Offer and Acceptance

Offeror shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted with the submitted bid no later than the Offer due date and time. Failure to return a signed Offer and Acceptance Form may result in rejection of the Offer.

1. Debarment or Suspension Certification. By signing the Offer and Acceptance Form, the Offeror certifies that the firm, business or person submitting the proposal or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or offer or cancellation of a contract.
2. Certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, Section 3017.510, Participants Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).
3. The Offeror agrees, by signing the Offer and Award form, it shall not knowingly enter into any transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this agreement, unless authorized by the department or agency with which this agreement originated.

B. Confidential Information

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1016, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

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

Any attachment that has confidential information within it cannot be removed once your offer has been submitted. If the District finds it is not confidential, the firm may pick up their envelope containing the confidential information and none of the material will be used in the evaluation process. Should the District find

in favor of the firm, any information contained in the Confidential Information envelope, will be viewable only by appropriate procurement staff and evaluators.

C. References

Each offering firm should provide at least three (3) references but no more than five (5) using the form included within this RFP. Performance Evaluation Surveys should also be provided to these references to submit on the firm's behalf.

D. Non-Collusion

Offeror attests that the proposal is genuine, is neither a sham nor collusive, nor is made in the interest for or on behalf of any person or corporation not named within the 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 Offeror. It also certifies that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive proposal, or induced or solicited any other Offeror to refrain from submitting a proposal.

E. Certification Regarding Lobbying and Activities

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, and U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. *This signed attached form shall become part of the contract.*

F. Certificate of Independent Price Determination

By submission of this offer, the Offeror certifies, and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- a. The prices in this Offer 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;
- b. Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and
- c. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.

G. Proposal Cost Form

The Offeror should use the Proposal Cost Form Attachment provided in the RFP. Offerors are not required to respond to one or more options. **Any/all costs not considered E-Rate eligible should be clearly indicated.**

H. Attachments

Offerors should include the attachment forms included within this RFP and completed accurately according to the instructions contained within the form. Failure to follow instructions and completion of forms may result in rejection of the Offer. A checklist is provided in this RFP document and should be used for your proposal package to ensure all required documentation has been submitted in accordance with the Special Instructions.

I. Offer Submission, Due Date and Time

Proposals must be sealed and marked with the RFP number, title and submitting company's name on the outside of the package. **The District is not responsible for the pre-opening or post-opening of, or failure to open an offer not properly addressed or identified.** It is the responsibility of the vendor to ensure that the proposal package is delivered on the due date by the time required. **Delivery times vary for all packages delivered to WUSD and the District is not in an overnight delivery area.** If packages are received after the due date and time specified in the solicitation due to carriers like UPS or Fed Ex delivering late, WUSD will not be held responsible and your offer will be rejected. The District uses both a PO Box and has a street address. Plan accordingly.

3. Evaluation

A. References and Experience Verification

The Offeror agrees that by submitting an Offer, the District may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the Offer. In addition, by submitting an Offer, the Offeror is agreeing to give permission to the entity to provide information and the Offeror will take whatever action is necessary to facilitate, encourage or authorize the release of information. If necessary, the Offeror shall sign a release to obtain information.

B. Responsibility, Responsiveness and Acceptability

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

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

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

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

C. Opening

Proposals received by the correct time and date will be opened and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.

D. Clarifications

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

E. Discussions

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

F. Oral Presentations

The District may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

G. Demonstrations

Onsite demonstrations may be held after proposal opening and prior to award. Vendors will be notified prior to the scheduled date of the demonstration and will be responsible for all costs associated with providing their demonstration. A tentative schedule of events is included within the RFP for reference but is subject to change and may be coordinated in a time frame to best meet the need of the Evaluation Committee.

H. Proposal Response Format

1. Five sets of your Proposal are needed. One signed original and three (3) printed copies, and one electronic copy on a thumb drive must be submitted. The Whiteriver Unified School District will not assume responsibility for any costs related to the preparation or submission of the qualifications. In order for your qualifications to be considered, they must include the following:

Tab 1: Cost

1. Cost of Eligible Services. The Offeror should use the Proposal Cost Form Attachment provided in the RFP. All items and services must be eligible for E-Rate under Category 1, Self-Provisioned Broadband Network Services, compliant with the Schools and Libraries Division Eligible Services List for the current funding year. **Any/all costs not considered E-Rate eligible should be clearly indicated and itemized separately.**

Tab 2: Method of Approach

1. Provide a detailed description of all services to be provided.
2. Provide supporting documentation showing that you will be able to support the requested service
3. Include your Questionnaire response and the resumes of key individuals who will be assigned to work with the District.
4. State if you will, after receipt of a positive Funding Commitment Decision Letter from SLD, allow the district to pay their portion and take payment directly from SLD rather require the district to frontload the monies.

Tab 3: Provider Requirements, Qualifications, and Experience

1. Provide a brief history of the organization to include prior related experience in Erate related services to provide services and products under the Priority One category.
2. Include a statement of qualifications for providing these services to the District; to include information concerning the firm's understanding of certifications and professional organizations to which the firm belongs that reflect upon their professional competence.
3. A listing of no less than three (3), five are preferable, clients (preferably Arizona school districts) for whom these or similar "Erateable" services have been provided. Include the name and address of the district/library, the names and phone numbers of people the District may contact for these references.
4. Have its main business activity in the area of specialty needed. All firms responding must have SPIN number provided by SLD. A firm may offer all or just one category of service.

If you do not have a current SPIN number, please go to <http://www.sl.universalservice.org/ContentInc/vendor/>

5. Demonstrate considerable experience as an Erate provider to public school districts and/or libraries in Arizona by submitting the references from three (3) clients. It is highly desirable that the provider be currently providing these services to Arizona school districts.
6. Document your experience in working with tribal schools.
7. Document a base of operation in Eastern Arizona area to service our school. Must have technicians equipped with tools, supplies and spare equipment needed to do any repairs located within 30 minutes and can be dispatched within 15 minutes during normal business hours, two hours for other hours and holidays.
8. Provide a paragraph showing a comprehensive knowledge of the principles, techniques and trends in the federal Erate program.
9. Document that Internet gateway that is not over provisioned nor oversubscribed. If this situation occurs firm will not be considered as an eligible provider.
10. A statement agreeing to proof of concept (ability for WUSD to test the circuit prior filling the award with USAC)

11. Document where your Billing and dispatch support team are located, needs to be local in Arizona, preferable in Navajo / Apache counties. We have experienced too many issues in the past when we had to call an 800 number with an automated system and a support team that kept sending us from one person to the other.
12. If working with a 3rd party, include a statement of the Service Level Agreement (SLA) that shows that that SLA supports our SLA.
13. A statement to confirm that the provider owns the last mile from State to the school demarcations points.
14. A statement that the firm will not propose directly, indirectly or in any way acquire benefits as a function of the Offeror's role to the school district other than specified in the proposal.
15. Provider a statement that you will test the circuits once a quarterly basis and provide WUSD with monthly traffic reports.

Tab 4: Forms

1. Completed and Signed Offer and Acceptance Attachment
2. Completed Familial Relationship Disclosure Attachment
3. Completed Deviations and Exceptions Attachment
4. Certificate of Insurance
5. Deviation/Exceptions Attachment
6. Confidentiality/Proprietary Information Attachment
7. Completed Non-Collusion Affidavit and Amendment Acknowledgement Attachment
8. Compliance Statement Form Attachment
9. Certification Regarding Lobbying Form Attachment
10. Disclosure of Lobbying Activities (SF-LLL) Attachment
11. Certificate of Independent Price Determination Attachment
12. Vendor Payment Form Attachment
13. I.R.S. W-9 Form, <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Proposal Checklist	Yes	Double Checked
Did you include a completed and signed Offer and Acceptance Attachment?		
Did you include a completed Familial Relationship Disclosure Attachment?		
Did you include a completed Deviations and Exceptions Attachment?		
Did you include a completed Certificate of Insurance?		
Did you include a completed Deviation/Exceptions Attachment?		
Did you include a completed Confidentiality/Proprietary Information Attachment?		
Did you sign and notarize a Non-Collusion Affidavit and Amendment Acknowledgement Attachment?		
Did you include a completed Compliance Statement Form Attachment?		
Did you include a completed Disclosure of Lobbying Activities (SF-LLL) Attachment?		
Did you include a completed a Certificate of Independent Price Determination Attachment?		
Did you include a completed a Vendor Payment Form Attachment?		
Did you include a completed I.R.S. W-9 Form?		
Did you acknowledge all amendments, if applicable?		
Did you follow the order for submission of documents?		
Did you include one marked "original" and three (3) marked "copy", plus the electronic copy?		
Is the outside of your submittal box(es) marked correctly?		
Did you double check that you have a signed Offer and Acceptance Form?		
Did someone double-check all of the above?		

I. Evaluation

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

J. Evaluation Criteria (1,000 Points)

Mandatory Requirements:

Failure to meet these minimum standards and your response will be considered none-responsive:

1. 24 hours monitoring for all equipment involved (5 Minutes ping interval)
 - With Email or voice notification of unresponsive equipment
 - With Email or voice notification of change of equipment
2. Bandwidth monitoring
3. Qualified personal properly equipped, located within 30 minutes of driving distance to provide support issues
4. A base of operation in Navajo County or Apache County for support, dispatching and billing
5. Minimum an availability of 600 Mbps:
 - a. Must be symmetric and fully provisioned at a one to one to contingency ratio from the gateway to our district office and five schools’ campuses with a high level of resiliency.
 - b. The circuit will have the following SLA:
 - c. Availability 99.99%
 - d. Data delivery rate: 99.99%
 - e. Latency: under 12 ms (ping test from WUD FW to gateway)
 - f. Jitter: under 12 ms (test from WUSD FW to gateway)
6. Minimum of 60 public IP address (for WUSD servers public ip addresses) plus an additional small block of 10 public IP Address in a different subnet (for WUSD Firewalls)

Area of Evaluation								Points Available	
1	Cost of Eligible Services (must include all fees and taxes):							400	
	Bandwidth	Year 1	Year 2	Year 3	Year 4	Year 5	Weight		Sum x Weight
	200 Mbps						0.3		
	400 Mbps						0.4		
	600 Mbps						0.1		
	800 Mbps						0.1		
	1000 Mbps						0.1		
TOTAL:									
2	Method of Approach: The Offeror’s ability to provide the Erate Telecom Services, as related to the Scope of Work, Acceptable Delivery or Completion Dates and the Technical Solution and Implementation Plan.							350	
3	Provider Requirements, Qualifications, & Experience: The Offeror’s Ability to provide the services and conformance with instructions and Scope of Work, including Key Personnel and number of years providing similar services in Arizona. Also includes References and Performance Evaluation Surveys received. Have sufficient staff to service the school district on a timely basis							200	
4	Responsiveness to Proposal Requirements: Quality of proposal in clearly stating and understanding the Scope of Work, including but not limited to: <ul style="list-style-type: none"> • All required forms are complete, signed and notarized where needed • Proposal is “Tabbed as Requested” and easy to read 							50	

K. 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 considered as the best and final offer.

L. Contract Award

Award of a contract will be made to the most responsive and responsible Offeror(s) whose proposal is determined to be the most advantageous to the District based on the evaluation criteria set forth in the solicitation.

Special Terms and Conditions

1. Purpose

The Whiteriver Unified School District (WUSD) is requesting proposals from qualified firms that are interested in providing Erate Telecom Services. Offerors are not required to respond to one or more options. The District intends to apply for discounts on the services listed in this RFP through the federal E-Rate program for Fiscal Year 2020-2021, which begins July 1, 2020 through June 30, 2021.

All critical dates, such as deadline for submission of questions, site walks (if any), deadline for submission of proposals, are noted on the first page of this RFP. A pre-proposal meeting is not mandatory for vendors interested in submitting a proposal for the Erate Telecom Services.

2. Infrastructure

All infrastructures must be in place at the time of response to this RFP. We will not consider a vendor that is contingent in building a new infrastructure. We have observed in neighboring schools district awarded providers that were not able to build the needed infrastructure, leaving the school without e-rate funded internet on the day of the switch.

3. Provider Requirements

- A. Billing and dispatch support team, needs to be local in Arizona and preferably in Navajo / Apache county. We have experienced too many issues in the past when we had to call an 800 number with an automated system and a support team that kept sending us from one person to the other.
- B. If working with a 3rd party, firm must include a statement of the Service Level Agreement (SLA) that shows that that SLA support our SLA.
- C. The provider must own the last mile from State to the school demarcations.
- D. The Offeror may not propose directly, indirectly or in any way acquire benefits as a function of the Offeror's role to the school district other than specified in the proposal.
- E. Provider will test the circuits once a quarterly basis and provide WUSD with monthly traffic reports.

4. Definition of Key Words Used

- A. Shall, Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- B. Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the District may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
- C. May: Indicates something that is not mandatory but permissible.

5. E-Rate

This solicitation and resulting contract is wholly contingent on the successful funding of future E-rate awards from the Universal Services Administration Company (USAC) and at the option of the Whiteriver Unified School District. The successful vendor shall honor all pricing and contract components regardless of E-Rate funding status. Whiteriver Unified School District agrees to make clear to the successful vendor at the time of purchase whether a purchase is using the E-Rate discount mechanism or is not using the E-Rate discount mechanism, and will seek separate reimbursement through the E-rate process.

In order to provide the services listed to E-Rate eligible entities, the Firm shall obtain a 498 ID, formerly known as Service Provider Identification Number (SPIN), from the Universal Service Administrative Company (USAC), as part of their response to this solicitation. If a provider chooses not to obtain a 498 ID (SPIN) they will not be disqualified from consideration for this reason alone. The originating FCC Form 470 number for this RFP is #180010817.

6. Contract Type

Fixed Firm Price

7. Price Clause

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. As required by federal law, providers of eligible services must comply with the Lowest Corresponding Price (LCP) rule:

- A. Any pricing proposed must comply with the FCC Lowest Corresponding Price Rule as required by the Universal Service First Report and Order, and restated in the FCC E-Rate Modernization Report and Order, adopted July 11, 2014. The FCC Lowest Corresponding Price rule prohibits an E-rate services offeror from offering or charging E-rate applicants a price higher than the lowest price that the offeror charges to non-residential customers who are similarly situated to a particular school, library, rural health care provider or consortium that purchase directly from the offeror.
- B. Submitted pricing must identify the cost for all equipment, supplies, and labor, including any costs for campus assessment, project management, documentation, travel, taxes, etc. All taxes, including sales taxes, must be identified separately.
- C. The products quoted must be eligible for E-Rate compliant with the Schools and Libraries Division Eligible Services List for the current funding year. The costs for services not eligible for E-Rate must be clearly itemized separate from eligible services.
- D. Submitted pricing must include all items and services identified in the Scope of Work and in the quantities specified; no partial quotes will be accepted.

8. **Price Adjustment**

The District may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The District shall determine whether the requested price increase or an alternate option is in the best interest of the District. However, a price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

9. **Contract Award**

It is anticipated that a contract under this RFP will be awarded to be a single Offeror at its December, 2019 Governing Board meeting. However, the District reserves the right to award to multiple vendors, or a partial award, if determined to be advantageous. Any contracts awarded as a result of this procurement are contingent upon approval of E-rate funding. In addition, the District reserves the right to limit or modify the scope of work based on budgetary limitations unrelated to E-rate. Should full E-Rate funding not be available for any reason, the District reserves the right to defer or cancel any agreements entered into at the District's discretion.

10. **Multi-Term Contract**

This contract shall be effective from July 1, 2020 through June 30, 2025. If the service acceptance date is after July 1, the contract term may be reduced to expire with the end of the fiscal year at the discretion of the District. The Parties agree that this contract may be renewed at the initiative and option of the District for up to five (5) additional years in increments of one year or less, not to exceed a total of 120 months.

The District will provide a (60) day notice to renew or terminate this contract. This contract can be canceled with a written notification of 30 days in advance of cancellation from either party. 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.

11. **Award Basis**

The successful offeror(s) will be determined by Evaluation Criteria including but not limited to pricing. The District reserves the right to award as many contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone, as the vendor must be responsive and responsible.

However, if a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next highest ranked vendor if this determination occurs within a reasonable time period after contract award.

12. **Contract Payment Terms**

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

13. **Billing**

All billing notices and/or invoices must be sent to the District's Accounts Payable department, as shown on the purchase orders. All invoices shall identify the specific item(s) being billed, including but not limited to licensing, training, equipment, etc. Any purchase order issued by the District will refer to the RFP number of this solicitation.

- A. WUSD will be paying its 10% contribution at the beginning of the school year as a lump sum. The vendor will bill

USAC for the remaining 90% and show on the invoice an apply credit for the WUSD portion. The vendor will provide a receipt to WUSD to document that it has received the WUSD 10%.

B. Billing Detail

Invoices submitted for payment should contain description detail and at a minimum, identify all products and services, the unit price, units of quantity, extended price, service address or location of Service, and invoice total, for both paper and electronic media. Invoice Identification Information should include at a minimum the following 16 data elements: 1) Vendor Name; 2) Vendor Account Number; 3) Invoice Date; 4) Total Invoice Amount; 5) Total Current Charges; 6) Vendor Remit Address; 7) Account-Level Late Fees; 8) Account Level Outstanding Balance; 9) Account Level Payment Received; 10) Account Level Miscellaneous Fees; 11) Point of Service ID (e.g., Circuit number, phone number, etc.); 12) Monthly Fees; 13) Usage-based Charges; 14) Feature Charges; 15) Taxes; and 16) Total Charges for Point of Service

B. Billing Disputes

Contractor and Customers shall use the following process in identifying and mitigating performance issues or problems associated with billing issues under the Contract. Contractor shall work with Customer to automate the dispute process between Contractor and Customer. Contractor shall provide a responsibility matrix identifying representatives, their phone number and email address, for questions and resolution of issues, including escalation of unresolved disputes.

1. **Billing Dispute Resolution:** Failure by Customer to pay any portion of or the entire invoiced amount based on Contractor billing errors or disputed charges shall not constitute default under this Contract. Customer will pay undisputed portions of disputed or incorrect invoices where Customer can easily identify the undisputed portion. Payment of an amount less than the total amount due on all unpaid invoices shall be credited as directed by Customer. In no event shall Contractor apply any payment or portion thereof to any particular amount or item that is subject to any claim of error or dispute between the parties.
2. **Billing Adjustments:** Revised invoices or billing adjustments shall apply only to Contractor's Services that can be verified by the Customer, and requests for such adjustments must be submitted in writing to the Customer within 60 days of Service invoice delivery; shall reference the original invoice in which the error was made, and contain sufficient level of detail to make a reasonable determination of fact. Billing Adjustments, once determined to be fact, shall be documented in writing on all forms of billing, paper and electronic, in the next billing cycle.

14. 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.

15. 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 vendor.

16. Additional Agreements

Any additional subscriber and/or user agreement(s) shall not supersede the Contract Order of Precedence outlined in the Uniform Terms and Conditions and shall be without force. Any licensing, user or other type of agreement Firm requests must be included in the response. The District reserves the right to review and make changes to any proposed contract above and beyond the District's proposed contract.

17. Emerging Technologies

The telecommunication and broadband industries are rapidly changing and the types of services, technology, methods of deployment, and providers of product and services will likely change during the term of this Contract. The District seeks to ensure that Contracts can meet the shifting needs caused by these changes. If new, related services within the existing Scope of Work are identified, the District at its option may add those new services via a bilateral contract amendment.

18. Market Acquisition

The Contractor agrees to notify the District at its earliest availability of the information of a potential market acquisition and when the acquisition may occur. Documentation of the acquisition must be provided in order for the District to consider the change. Any 498 ID (SPIN #) changes or assignment of contract terms must be approved via bilateral contract amendment.

19. **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.

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.

20. **Data Privacy/Security**

Contractor, its employees, agents, and subcontractors shall cooperate and collaborate with appropriate District personnel to identify and respond to an information security or data privacy incident, including a security breach. Contractor agrees to notify the District's Department of Information Technology and other key personnel as identified, of any perceived threats placing the supported infrastructure and/or applications in danger of a or an actual breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s).

21. **Information Access**

The Contractor shall, where applicable, implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies. The Contractor and its employees, agents and subcontractors shall comply with all policies and procedures of the District regarding data access, privacy and security, including those prohibiting or restricting remote access to the District's systems and data. WUSD shall authorize, and the Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and the Contractor agrees that the same shall be used only by the personnel to whom they are issued. The Contractor shall provide to such personnel only such level of access as is minimally necessary to perform the tasks and functions for which such personnel are responsible.

The Contractor may from time-to-time, upon request, provide an updated list of the Contractor's personnel having access to the District systems, software, and data, and the level of such access. Computer data and software, including the District employee and/or student Data, provided by the District or accessed (or accessible) by the Contractor personnel or the Contractor's Subcontractor personnel, shall be used by such personnel only in connection with the obligations provided hereunder, and shall not be commercially exploited by the Contractor or its Subcontractors in any manner whatsoever. Failure of the Contractor or the Contractor's Subcontractors to comply with the provisions of this contract may result in immediate termination of this contract. It shall be the Contractor's obligation to maintain and ensure the confidentiality and security of the District data in its possession or on its systems.

22. **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 \$2,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$2,000. Coverage may also be required for Technology Errors and Omissions insurance not less than \$2,000,000 per occurrence and \$2,000,000 aggregate coverage and such insurance shall cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Network Security (Cyber) and Privacy Liability insurance not less than \$5,000,000 per occurrence and \$5,000,000 aggregate coverage. Such insurance shall include but not be limited to coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs – includes breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss. Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law. The Whiteriver Unified School District No. 20 shall be listed as an additional insured party for all required insurance coverage outlined.

23. **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. This includes adherence to Arizona State, Municipality and Arizona Department of Transportation standards, codes, regulations and ordinances.

24. **Compliance with Standards**

Offerors shall offer equipment, supplies, and/or services that meet the standards as presented. All work and materials shall adhere to all industry standard criteria addressed in Building Industry Consulting Service International (BICSI) and Telecommunications Industry Association/Electronic Industries Association (TIA/EIA) Commercial Building Standards 568, 569, 606, 607 and all applicable Addenda. All work and materials shall adhere in every detail to the rules and requirements of the National Electric Code (NEC), local Electrical Code, and present manufacturer standards. The Offeror has the responsibility to determine and adhere to the most recent release when developing the proposal for installation.

All materials shall be UL Listed and shall be marked as such. If UL has no published standards for a particular item, then other national independent testing standards shall apply and such items shall bear those labels. Where UL has an applicable system listing and label, the entire system shall be so labeled. Materials shall also adhere and comply with all requirements of the product Manufacturer.

25. **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.

26. **Damages**

The Firm shall be liable for any and all damage caused by the firm and/or its employees to the Whiteriver Unified School District premises. The Offeror shall hold and save the District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occurred by his operations on premises or third persons. Defective and/or improperly installed products shall be replaced and/or correctly installed at no cost to the District.

27. **Disentanglement**

Upon any termination or expiration of the Contract, vendor shall perform a complete transition of services, data and all other pertinent operational information to a replacement vendor(s) designated by the District without causing any interruption of services, or any adverse impact on related services provided in conjunction with the Contract.

28. **Performance**

Contractor agrees that, from and after the date that the applicable services commence its performance of the Scope of Work and other contract requirements, will meet or exceed industry best practices subject to the limitations and in accordance with the provisions set forth in this contract. If the Services provided pursuant to this contract are changed, modified or enhanced, the District and the Contractor will review the current performance experience and will in good faith determine whether such experience should be adjusted and whether additional services should be implemented or whether services be removed. Any formal program changes shall be made through a unilateral contract amendment. The following requirements shall also apply:

A. Failure to Perform

If Contractor fails to complete any deliverable or continues to not meet stated service levels, then Contractor shall:

1. Promptly perform a root-cause analysis to identify the cause of such failure;
2. Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;
3. Provide the District with a report detailing the cause of, and procedure for correcting, such failure, and;
4. If appropriate under the circumstances, take action to avoid such failure in the future.

B. Root-Cause Analysis

In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service standards as required under this contract, the Contractor shall perform an analysis of the cause of the

service level problem and implement remediation steps as appropriate. The District shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation, as deemed appropriate, if the remediation steps impact District assets or operational processes.

29. **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 vendor 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.

30. **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 services 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.

31. **Key Personnel**

It is essential that the firm provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The firm must agree to assign specific individuals to the key positions. Firm agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.

32. **Compliance with Federal Requirements**

A. Vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, vendor agrees to post wage rates at the work site and submit a copy of their payroll to the District for their files. In addition, to comply with the Copeland Act, vendor must submit weekly payroll records to the District. Vendor must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. When working on any projects funded with federal grant monies, vendor agrees to comply with the administrative requirements for grants to state, local and federally recognized Indian tribal government contract provisions. The forms listed below are incorporated by reference into this solicitation and any resultant contract:

1. HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
2. HUD-5369-A, Representations, Certifications and Other Statements of Bidders, Public and Indian Housing Programs
3. HUD-5369-B, Instructions to Offerors Non-Construction
4. HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
5. HUD-5390-C1, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

B. For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (www.hud.gov).

C. Davis-Bacon Act

For federally funded projects subject to the Davis-Bacon Act, the District shall specify the applicable Davis-Bacon wage decision, prior to the vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD number, modification number and date of wage decision. Davis-Bacon Wage information may be accessed at www.wdol.gov or by requesting a copy from the District.

D. Anti-Lobbying Certification

In accordance with the Federal Acquisition Regulation, 52.203-11:

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
2. The bidder, by signing this amendment, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989–
 - a. No Federal appropriated funds have been paid or will be paid 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 on his or her behalf in connection with the awarding of this contract;
 - b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
3. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

E. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations

Vendor and its subcontractors shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations (7 CFR 3016.36 (i) (12)). This shall only apply to federally funded projects subject to the Clean Air Act, Clean Water Act and current applicable EPA regulations.

F. Energy Policy and Conservation Act

Vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act.

G. Procurement of Recovered Material

Vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.321.

H. Rights to Inventions

Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.

I. Subcontracts

Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

J. Compliance to Federal Requirements

1. Vendor agrees to comply with all Executive Orders, as issued and amended. Offeror certifies that all pricing in their proposal has 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 certification regarding non-collusion.
2. Offeror agrees to comply fully with the Arizona Department of Education, U.S. Accounting Office, or any of their duly authorized representatives to allow access to any books, documents, papers, and records of the offeror, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts

and transcriptions. Additionally, the offeror shall provide all documents as necessary for the independent auditor to conduct the district's single audit (if applicable). In the event of any unresolved audit findings, the records shall be retained beyond the five (5) year period for as long as required for the resolution of these issues raised by the audit.

3. Offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60 3016.36(i)(3).
4. Offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CRF parts 15, 15a and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6.
5. Offeror shall comply with the provisions of the Consumer Product Safety Act.
6. The vendor shall provide products to the maximum extent practicable, domestic commodities or products in accordance with 7 CFR 210.21(d) and 220.16(d), (Buy American Provision). The vendor shall provide to the maximum extent practicable, commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically produced commodities.

33. **Other Requirements**

This is an occupied school campus where the educational process comes first. Thus, the ultimate standards must be in place:

- a. Firm's employees must possess positive photo identification at all times;
- b. Park in assigned locations;
- c. Breaks/lunch periods only in designated areas;
- d. No weapons in vehicles or on campus;
- e. No smoking on campus;
- f. No foul or offensive language;
- g. No alcohol/tobacco/illicit drugs of any kind;
- h. No clothing referencing any of the above;
- i. No speaking to staff nor students;
- j. No leering or whistling;
- k. No usage of District equipment, offices, computers, etc. located in the sites;
- l. Site must be safe at the end of each shift;
- m. These are no tolerance terms!

SCOPE OF WORK

1. General Summary of Work:

A. Internet Access Provider:

1. Will take proposal from 200Mbps to 1Gbps in pricing express in increments of 200Mbps.
2. Must be symmetric and fully provisioned at a one to one to contingency ratio from the gateway to our district office and five schools' campuses with a high level of resiliency.
3. The circuit will have the following SLA:
 - a. Availability 99.99%
 - b. Data delivery rate: 99.99%
 - c. Latency: under 12 ms (ping test from WUD FW to gateway)
 - d. Jitter: under 12 ms (test from WUSD FW to gateway)
 - e. 60 public internet IP Addresses plus an additional small block of 10 public IP Address
4. All employees / technicians that will be working on site must hold a valid Level One fingerprint clearance card, carry it on themselves and a copy must be delivered to the WUSD HR department.

PROVIDER QUESTIONNAIRE

A. Background

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ SPIN: _____

Year Established: _____

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

Number of account representatives: _____

Number of system engineers: _____

Erate volume in Arizona:

Under \$500,000 _____ \$500,000 to \$1,000,000: _____ \$1,000,001 to \$3,000,000: _____

\$3,000,001 to 5,000,000: _____ Over \$5,000,000: _____

If selected to handle part or all of the District's Erate Projects, indicate the individual(s) who would be responsible for the products and services the District would deal with on a day to day basis (attach their resumes):

Principal: _____ Alternate: _____

B. Services Available:

- 1 Describe special experience your firm has regarding this type of account and how it would relate to this District's Erate Projects.

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

PROVIDER QUESTIONNAIRE

3 In house services available locally at additional cost:

4 Describe your firms approach to placement of Erate equipment and services if a positive FCDL is received prior to ordering:

5 What resources are available locally and nationally that would assist the District with this Erate Project?

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

7 Do you provide any assistance to your clients in preparation of any appeals or audits?

8 How will you assist in the preparation of BEAR application forms?

PROVIDER QUESTIONNAIRE

9 Who is responsible in your firm for signing off on BEAR forms and how can they be reached?

10 How do you assist the District in claims settlements with SLD?

11 How will you assist in ascertaining outages?

12 What is your response time to Whiteriver if there is a total outage of services?

13 What is your method of approach for the transition to your firm if you are not the current provider? Include a timeline and responsibilities of your firm and those of the district.

14 Will you attend District meetings when requested and is there a fee?

Yes No

PROVIDER QUESTIONNAIRE

15 Will you be partnering with any other firms to provide these services to the District?

Yes No

If yes, please detail.

Method of Approach Questions

Internet Access Provider:

1. Connectivity

- Briefly describe or diagram your ability to provide local loop connectivity.
- Briefly describe or diagram your connectivity path.
- Briefly describe the type of connections available.
- Briefly describe all options available for connectivity.
- Briefly describe the level of resiliency in your proposed connection
- Briefly describe all costs for connectivity, including both local loops and IP services, and at all levels described above on your cost proposal form.

2. Vendor Network

- Briefly describe or diagram your network. Please include information about carriers, resiliency, etc.
- Briefly describe your network infrastructure policy. That is, what are your procedures for ensuring adequate infrastructure within your internal network to support new connections?
- Briefly describe or diagram your connections to public Network Access Points and the peering relationships you have at those NAPs.
- Briefly describe or diagram your connections to private exchange points with other Internet providers, and the peering relationships you have with those providers.

3. Management Provisions

- Briefly describe or diagram your management system and technical support functions along with their current and future capabilities.
- Briefly describe or diagram what access WUSD will have to your management system.
- Briefly describe your procedures for dealing with vendors of local loops and outages that may occur in that venue. For example, does WUSD have to deal with such vendors, or is this the responsibility of the vendor responding to this RFP?
- Briefly describe or diagram your ability to monitor link utilizations, both for the connection(s) to WUSD and within your network. How is this information used to ensure adequate performance for your customers and does WUSD have access to this information?"
- Briefly describe or diagram your problem reporting procedures.

PROVIDER QUESTIONNAIRE

- Briefly describe or diagram how you address "severe outages."
- Briefly describe or diagram your change notification procedures.
- Briefly describe or diagram your problem escalation procedures.
- Briefly describe or diagram your trouble ticketing system and indicate what access WUSD will have to that system.
- Describe any additional costs associated with the management functions of the IP connection on your cost proposal form.

4. General Information

- Provide availability and time lines for implementation of any proposed services. In particular, briefly describe or diagram your ability to provide network services by July 1, 2019.
- Briefly describe or diagram any additional services you provide.
- Describe all equipment and their requirements, that must be provided by the WUSD in support of an Internet connection.
- Describe all costs associated with these additional services on your Cost Proposal Form.
- Briefly describe or diagram how you will support WUSD in migrating from its current IPS to your network.

5. Partnerships

- Clearly describe your relationship with any subcontractors, and detail any partnerships that you have formed with other providers, for the purposes of responding to this RFP.
- In the event you are planning to build, please demonstrate that you have obtained appropriate right away, including triable ones (please provide your companies for accomplishing this accompanied with timelines). It will need to be completed prior to July 1, 2020.
- In the event you are planning to build, please demonstrate that you have sufficient capitals.

6. **PROVIDER SERVICES**

Provide any other information you feel should be considered in evaluating your service capabilities.

Should the offeror need additional space to provide information required by this proposal, the offeror may include additional pages, however, this section should not exceed five additional pages.

References

Offeror shall provide 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.

Offeror is responsible for sending a Performance Evaluation Survey to each client listed below.

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: _____

Performance Evaluation Survey

Subject: Erate Telecom Services

Return to the Attention: Pierre Dehombreux , Director of ITS

Vendor: _____

Name of Client responding to Survey: _____

Organization Representative: _____

Contact Phone for any follow-up: _____

To Whom It May Concern:

Whiteriver Unified School District is currently undergoing reference checks for the vendor listed above regarding their response to a current solicitation. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above firm. Both the company and the District would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below.

Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means-you are Sometimes satisfied, and 1 means-you are very Dissatisfied because of very poor performance**). If you do not have sufficient knowledge of in a particular area, leave it blank.

No.	Criteria	Unit	Score
1.	Rate the overall quality of the Priority One services and related support provided by this firm.	(1-10)	
2.	Rate the ability of the Firm to provide adequate communication with your district.	(1-10)	
3.	Rate the ability of the Firm to react to any issues such problems or connectivity issues.	(1-10)	
4.	Was the Firm consistent over the contract period and able to control costs?	(1-10)	
5.	Were there any unexpected cost increases after the first year?	(1-10)	
6.	Rate the ability of the Firm to provide timely reports and invoices.	(1-10)	
7.	Was the Firm able to maintain and adhere to a schedule?	(1-10)	
8.	Were serious situations handled to the District's satisfaction and in a timely manner?	(1-10)	
9.	Did the Firm understand your District's needs and provide action plans?	(1-10)	
10.	Rate overall satisfaction based on the performance of this Firm.	(1-10)	

TOTAL OUT OF 100 POINTS _____

What was the biggest issue you encountered? _____

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey directly to pdehombreux@wusd.us NO LATER THAN November 26, 2019 at 4:00 PM.

Signature

Date

Printed Name

Title

Cost Proposal Form

Internet Service

1. 24 hours monitoring for all equipment involved (5 Minutes ping interval)
 - With Email or voice notification of unresponsive equipment
 - With Email or voice notification of change of equipment
2. Bandwidth monitoring
3. Qualified personal properly equipped, located within 30 minutes of driving distance to provide support issues
4. A base of operation in Navajo County or Apache County for support, dispatching and billing
5. Minimum an availability of 600 Mbps:
 - g. Must be symmetric and fully provisioned at a one to one to contingency ratio from the gateway to our district office and five schools' campuses with a high level of resiliency.
 - h. The circuit will have the following SLA:
 - i. Availability 99.99%
 - j. Data delivery rate: 99.99%
 - k. Latency: under 12 ms (ping test from WUD FW to gateway)
 - l. Jitter: under 12 ms (test from WUSD FW to gateway)
6. Minimum of 60 public IP address (for WUSD servers public ip addresses) plus an additional small block of 10 public IP Address in a different subnet (for WUSD Firewalls)

Bandwidth	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Weight	Sum x Weight
200 Mbps							0.3	
400 Mbps							0.4	
600 Mbps							0.1	
800 Mbps							0.1	
1000 Mbps							0.1	
TOTAL:								

Note: The weight is based on the likelihood of using the service. Currently, WUSD gets 400 Mbps per year.

Offer and Acceptance Form

Company Name	For Clarification of this Offer, contact:	
D-U-N-S Number		
Federal Employer Identification No.	Name	
Street Address	Phone	
City	Fax	
State	E-mail	
Zip	<hr style="border: 1px solid black;"/> Signature of Person Authorized to Sign Offer	
SPIN:		
Printed Name of Person Authorized to Sign Offer		
Title		

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors 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 unless otherwise exempted.
8. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
9. 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.

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. 20-01-25 for Erate Telecommunication Services.

Contract Effective Date _____, 20__.

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** _____, 20__.

Authorized signature of the District

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	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 _____

Deviations and Exceptions

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

Confidential/Proprietary Information

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 the District does not agree, you will be notified 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

Acknowledgement and Non-Collusion Affidavit

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 #20-01-25** 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.

Compliance Statement Form

Vendors requesting to do business with Whiteriver Unified School District and accepting a purchase order for supplies and/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. Federal Requirements

Contractor agrees to comply with all Executive Orders, as issued and amended. Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland “Anti-Kickback” Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. Contractor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with Federal grant monies, Contractor additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state and local governments (24 CFR, Part 85, Subpart 36 – Procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights; and applicable standards, orders or requirements issued under: Section 306 of the Clean Air Act; Section 508 of the Clean Water Act; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.

All federally assisted contracts that exceed \$10,000 may be terminated by the federal grantee for noncompliance by Contractor. In projects that are not federally funded, Offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this Solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

If federal grant monies are spent under this contract, Contractor may be asked to provide additional information, disclosures and/or certification in compliance with federal regulations. This additional documentation may pertain to, but is not limited to, the following: federal lobbying (Section 319 of Public Law 101-121), certificate of independent price determination, international shipping, Clean Air Act, Clean Water Act, and debarment/suspension status.

4. 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.

5. 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

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of submitting Official

Signature

Date

Disclosure of Lobbying Activities (SF-LLL)

INSTRUCTIONS FOR COMPLETION OF SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or Agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other, aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Check this box if not applicable

Certificate of Independent Price Determination

Both the District and the Offeror shall execute this Certificate of Independent Price Determination.

District Offeror

- A. By submission of this Offer, the Offeror certifies and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this Offer 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;
 - (2) Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.
- B. Each person signing this Offer on behalf of the Offeror certifies that:
 - (1) He or she is the person in the Offeror’s organization responsible within the organization for the decision as to the prices being Offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the Offeror’s organization responsible for the decision as to the prices being Offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Offeror, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Offeror’s Authorized Representative	Title	Date
--	-------	------

In accepting this Offer, the District certifies that no representative of the Offering Firm has taken any action which may have jeopardized the independence of the Offer referred to above.

Signature of District’s Authorized Representative	Title	Date
---	-------	------

Note: Accepting a bidder's Offer does not constitute award of the contract.

Vendor Payment Form

ORDER INFORMATION		PAYMENT INFORMATION	
LEGAL NAME OF ORGANIZATION / INDIVIDUAL		LEGAL NAME OF PAYEE	
STREET ADDRESS		STREET ADDRESS	
STREET ADDRESS 2		STREET ADDRESS 2	
CITY		CITY	
STATE	ZIP	STATE	ZIP
PHONE NUMBER W/ EXTENSION		PHONE NUMBER W/ EXTENSION	
CONTACT NAME		CONTACT NAME	
EMAIL ADDRESS FOR PURCHASE ORDERS		EMAIL ADDRESS FOR ACCOUNTS RECEIVABLE	
498 ID (SPIN ID) #		IS YOUR COMPANY CONSIDERED WBE/MBE? YES NO	
FCC Registration #			
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	

Certificate of Insurance (Sample)

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	
	B	
NAME AND ADDRESS OF INSURED:	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY: PER PERSON	\$2,000,000.00		COMPREHENSIVE GENERAL LIABILITY FORM		
EACH OCCURRENCE	\$1,000,000.00		PREMISES OPERATIONS		
PROPERTY DAMAGE	\$1,000,000.00		CONTRACTUAL		
OR	_____		INDEPENDENT CONTRACTORS		
BODILY INJURY			PRODUCTS/COMPLETED OPERATIONS HAZARD		
AND	\$1,000,000.00		PERSONAL INJURY		
PROPERTY DAMAGE			BROAD FORM PROPERTY DAMAGE		
COMBINED			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 UNIFIED SCHOOL DISTRICT IS ADDED AS ADDITIONAL INSURED 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

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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 of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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 for Part II, later.

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

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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-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, later.

SEALED PROPOSAL PACKAGE LABEL

Submitted by:	
Address:	
City, State, Zip:	

RFP# 20-01-25 for Erate Telecommunication Services

Due: November 26, 2019 by 4:00 PM

Whiteriver Unified School District, #20

Attn: District Office

963 S Chief Avenue Street

Whiteriver, AZ 85941

SEALED PROPOSAL USPS PACKAGE LABEL

Submitted by:	
Address:	
City, State, Zip:	

RFP# 20-01-25 for Erate Telecommunication Services

Due: November 26, 2019 by 4:00 PM

Whiteriver Unified School District, #20

Attn: District Office

PO Box 190

Whiteriver, AZ 85941

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