



Whiteriver Unified School District #20

PO Box 190 Whiteriver, AZ 85941 (928) 338-4842

NOTICE OF REQUEST FOR PROPOSAL

RFP 13-06-18

**E-Rate Telecom and Internet
Connectivity Services**

- Proposal Number:** 13-06-18
- Material or service:** E-Rate Telecom and Internet Connectivity Services
- Proposal Due Date:** February 15, 2013 by 11:00 a.m. Arizona Time
- Preconference:** None
- Opening Location:** WUSD – IT Offices 963 South Chief Avenue, Whiteriver, AZ 85941

Any interested offerors without internet access may obtain a copy of this solicitation by going to our website, calling (928) 338-4842, or a copy may be picked up during regular business hours at the District’s Procurement Department, PO Box 190, Whiteriver, AZ 85941. If you experience any problems receiving this solicitation, please call (928) 338-4842.

If you do not wish to bid on this solicitation, please provide written notification of your decision. Failure to respond could result in deletion of your name from the District’s vendor listing. This form may be returned to the address above, or faxed to 928.338-5239. A “No Bid” will be considered a response.

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

Name of the Company:

Name and Position Held with Company:

Authorized Signature/Local Representative:

Date Signed:

Telephone /Email Address:

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

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UNIFORM INSTRUCTIONS TO OFFERORS

Proposal Responses Due:

February 15, 2013 by 11:00 a.m. Arizona Time

Proposals Received will be received at:

963 South Chief Ave, Whiteriver, AZ 85941

Proposals Received will be opened at:

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

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposals for the material or services specified will be received by the **Whiteriver Unified School District**, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. If you need directions to our office, please call **928 338-4842**. We are not in an overnight delivery area.

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

R: The Whiteriver Apache White Mountains Tribe has among their laws, TERO laws that involves certain fees and labor regulations for certain projects. It is up to vendor / provided to be familiar with these.

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

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

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



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confidential.

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

3 Copies are request, plus one marked original.

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

DOCUMENTS REFERENCED:

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

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

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

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

[http://azsos.gov/public_services/Title 07/7-02.htm#Article 10](http://azsos.gov/public_services/Title_07/7-02.htm#Article_10)

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

[http://www.irs.gov/pub/irs-pdf/ fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

USFR Questionnaire:

http://www.auditorgen.state.az.us/manuals_schooldistrict.htm



2. UNIFORM INSTRUCTIONS TO OFFERORS / GENERAL CONDITIONS

2.1 Definition of General Terms

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

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



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- E. **"School District/Public Entity"** means the School District/public entity that executes the contract.

2.2 Definition of Technology Terms

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

- A. **"Application benefit"** means a quantified assessment of the benefits to be achieved in state program and support areas by the information systems or telecommunications systems proposed by the vendor, including reasonably projected reductions in program costs and increases in productivity of state personnel.
- B. **"Information systems"** means a system of hardware, software or vendor support costing more than one hundred thousand dollars that processes information or data by electronic data processing methods and devices.
- C. **"Life cycle"** means the useful life of the information systems or telecommunications systems to the original using agency to perform the application for which it was initially procured.
- D. **"State contract"** means an indefinite quantity contract for one or more similar materials or services that is awarded to more than one bidder or offeror to satisfy the needs of more than one using agency.
- E. **"Telecommunications systems"** means a system costing more than one hundred thousand dollars, including but not limited to all instrumentalities, facilities, apparatus and services, for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means.
- F. **"Total life cycle cost"** means vendor costs, total state costs and financing costs throughout the life cycle of the information systems or telecommunications systems being purchased.
- G. **"Total district costs"** means costs to the district for the information systems or telecommunications systems including energy, facilities, personnel and all other identifiable district costs.
- H. **"Vendor costs"** means costs of all hardware, materials, software, transportation, vendor support and all other identifiable costs associated with the vendor's proposal or bid.
- I. **"Vendor support"** means services provided by the vendor for items such as consulting, education, management of the information systems or telecommunications systems, systems planning, development, integration and maintenance and training.



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2.3 Inquiries

- J. **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.
- K. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- L. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- M. **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.
- N. **No Right to Rely on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquires.
- O. **Solicitation Amendments/Addenda.** The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- P. **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 or Addendum.
- Q. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.



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2.4 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.
 - a. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - b. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. **Cost of Offer Preparation.** The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. **Solicitation Amendments/Addenda.** Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation



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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 will conclude that the price(s) offered includes all applicable taxes.
- K. **Disclosure.** If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. **Solicitation Order of Precedence.** In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - a. Special Terms and Conditions;
 - b. Uniform General Terms and Conditions;
 - c. Statement of Scope of Work;
 - d. Specifications;
 - e. Attachments;
 - f. Exhibits;
 - g. Special Instructions to Offerors; and
 - h. Uniform Instructions to Offerors
- M. **Delivery.** Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).



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2.5 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:
 - a. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
 - b. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

2.6 Evaluation

- A. **Unit Price Prevails.** Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. **Taxes.** All applicable taxes in the Offer will be considered by the School District/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award.



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

2.7 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.



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- D. **Final acceptance** for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

2.8 Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Earl Pettit, Superintendent. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

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

2.9 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:
 - i. Special Terms and Conditions;
 - ii. Uniform General Terms and Conditions;
 - iii. Statement or Scope of Work;
 - iv. Specifications;
 - v. Attachments;
 - vi. Exhibits;



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vii. Documents Referenced in the Solicitation;

- D. **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. **No Parol Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2.10 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/public entity 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/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School



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District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.

- E. **Notices.** Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. **Advertising and Promotion of Contract.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. **Property of the School District/Public Entity.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

2.11 Costs and Payments

- A. **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/public entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. **Applicable Taxes.**
 - a. Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 - b. State and Local Transaction Privilege Taxes. The School District/public entity 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.



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- c. **Tax Indemnification.** Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- D. **IRS W-9.** In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.
- E. **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/public entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/public entity will make reasonable efforts to secure such funds.
- F. **White Mountain Apache Tribe TERO taxes.** The vendor is responsible to determinate if the services provided are subjected to TERO taxes and in negotiating and paying TERO fees with the White Mountain Apache Tribe TERO department.

2.12 Contract Changes

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



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2.13 Risk and Liability

- A. **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. **General Indemnification.** To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. **Indemnification - Patent and Copyright.** To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. **Force Majeure.**
- i. 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.
 - ii. Force Majeure shall not include the following occurrences:
 1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or



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2. 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
 3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
- iii. 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.
 - iv. 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/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

2.14 Warranties

- A. **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/public entity of the materials or services, they shall be:
 - a. Of a quality to pass without objection in the trade under the Contract description;
 - b. Fit for the intended purposes for which the materials or services are used;
 - c. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 - d. Adequately contained, packaged and marked as the Contract may require; and



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- e. Conform to the written promises or affirmations of fact made by the Contractor.

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

2.15 School District/Public Entity's Contractual Remedies

- A. **Right to Assurance.** If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing 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



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District/public entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Stop Work Order.**

- a. The School District/public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of 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.
- b. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. **Non-exclusive Remedies.** The rights and the remedies of the School District/public entity under this Contract are not exclusive.

D. **Nonconforming Tender.** Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. **Right to Offset.** The School District/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/public entity or damages assessed by the School District/public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

2.16 Contract Termination

A. **Cancellation for Conflict of Interest.** Per A.R.S. 38-511 the School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.



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- B. **Gratuities.** The School District/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. **Suspension or Debarment.** The School District/public entity may, by written notice to the Contractor, immediately terminate this Contract if the school District/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. **Termination for Convenience.** The School District/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. **Termination for Default.**
- i. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - ii. 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/public entity.



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- iii. The School District/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/public entity for any excess costs incurred by the School District/public entity reprocurring the materials or services.

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

2.17 Contract Claims

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

2.18 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.

2.19 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



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debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

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

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

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

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B. Instructions to Offerors Non-Construction
- HUD-5369-C. Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370, General Conditions of the Contract for Construction
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

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

The forms may be accessed via HUDClips

<http://www.hud.gov/offices/adm/hudclips1>



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2.20 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.

2.21 Scrutinized Business operations

Per A.R.S. 35-391, the District is prohibited from purchasing from a company with scrutinized business operations in Sudan.

Per A.R.S. 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Iran.

2.22 Fingerprint Checks

Contractor, subcontractors or vendors and their employees working under an awarded contract who are required to provide services on a regular basis (least five (5) times during a month) at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with A.R.S. § 15-512 (H).

The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contractor, subcontractor, vendor or individual employee as determined by the buying Member.

An exception to this requirement may be authorized in Member's Governing Board policy, for persons who, "as part of the normal" job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils.

Contractor, subcontractors or vendors and their employees shall not provide services on school district property until so authorized by the school district.

Additionally, contractor shall comply with applicable governing board fingerprinting policy(ies).

2.23 Cleanup

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



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3. SPECIAL TERMS, INSTRUCTIONS, AND CONDITIONS

3.1 Purpose

The purpose of this Request for Proposals (RFP) is to contract with qualified and experienced vendor or vendors to provide the Whiteriver Unified School District (WUSD) with high quality and cost effective connections to the internet and to phone and cellular systems utilizing LAN and Wifi technologies. WUSD will seek re-imbursement of these services through the E-Rate program.

3.2 About WUSD

The Whiteriver Unified School District #20 is located in Navajo County, Arizona. WUSD is about 22 miles south of Pinetop-Lakeside; enrollment is expected to be approximately 1,900 students. The District has five school campuses. The location is very rural with limited providers for communication services.

3.3 Authority:

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

3.4 Contract type:

Fixed Price Term. Multiple years' contract will be considered.

3.5 No bid response:

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

3.6 Offer acceptance period:

In order to allow for an adequate evaluation, the District requires an offer in response to this solicitation to be valid and irrevocable for 24 months after the opening time and date.



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3.7 Proposal opening:

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

3.8 Response format:

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

3.9 District reserves the right to:

- Accept or reject any or all proposals
- Waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- Before awarding the contract, to require Offeror(s) to submit evidence of qualifications or any other information the District may deem necessary.
- Prior to Governing Board approval, to cancel the RFP or portions thereof, without penalty.
- Accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District
- The District reserves the right to reject any and/or all items proposed or awarded to multiple Offerors.
- Further negotiate any proposal, including price, with the highest rate Offeror under the Best and Final provision. If an agreement cannot be reached with the highest rated Offeror, the District reserves the right to negotiate and recommend award to the next highest Offeror or subsequent Offeror until an agreement is reached.

3.10 Contract reference:

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

3.11 Deviations/exceptions:

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



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3.12 Contingencies:

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

3.13 Familiarity of terms/condition of solicitation:

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

3.14 Lobbying:

Offerors are hereby advised that lobbying is not permitted with any district personnel or board members related to or involved with this RFP until the administration's recommendation for award has been posted in the business office. All oral or written inquiries must be directed through the procurement department.

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

3.15 Evaluation schedule:

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

3.16 Certification

By submission of this proposal the Offeror certifies:

- A. That the Offeror has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract.
- B. That the fees quoted in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition as



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to any matter relating to such fees with any other firm.

- C. That, if awarded a contract, the Offeror agrees not to discriminate against any employee or applicant for employment pursuant to Executive Order 11246 as amended.
- D. That the Offeror is duly licensed for the class or work on this proposal at the time of proposal opening and will comply with all applicable legal provisions as set forth in the Arizona Revised Statutes, to include all federal, state, and county regulations and understands these provisions are part of any contract awarded to him/her.
- E. The parties to this Agreement, for valuable consideration exchanged, stipulate that an administrative hearing process shall be the sole and exclusive means of resolving disputes under this Agreement. The parties agree that all disputes will be heard and a final and binding decision rendered by a hearing officer mutually agreed upon by the District and contractor (vendor). Both parties agree to mutually share in the cost of the administrative hearing and agree that a timely hearing on this matter will occur within sixty (60) days of the time and grieving party seeks to have an administrative review of a district representative's final decision. Either party may appeal the hearing officer's decision to the Arizona Superior Court consistent with rules applicable to a final administrative decision.
- F. The Offeror has registered with School and Libraries Division to get a Service Provider Identification Number for the current year.
- G. The Offeror agree and will follow all general conditions located in the general condition section of this RFP.

3.17 Proposals

- A. All qualifications must be submitted on the forms provided by the District, in accordance with the requirements of the RFP. All information required in the Request for Proposal must be given to constitute an acceptable proposal.
- B. Proposals shall be time stamped. They shall be accepted up to and no later than, the time indicated in the Notice Request for Sealed Proposals. Those received after this time will be recorded and retained in the proposal file unopened. A Vendor submitting a late proposal shall be so notified. Late proposals shall only be returned at the Vendor's request and cost. The Vendor will assume responsibility for delivery on time at the place specified, whether sent by mail or delivered in person. Telephone, telegraphed or proposals sent via facsimile are not acceptable. This RFP will be open for 28 days in order to meet the requirements of the Federal Erate Program.
- C. Proposals shall be opened publicly at the time and place designated in the Request for



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Proposal. The name of each Offeror shall be publicly read and recorded. All other information contained in the proposal shall be held confidential until it is awarded by the Governing Board.

- D. All proposals will be made available for public inspection after the award has been made; except to the extent that the Vendor has designated, AND THE DISTRICT CONCURS, that certain information remain confidential.
- E. If a Vendor believes that a proposal, specification, or protest contains trade secrets or other proprietary data that should remain confidential and not be disclosed as required in ARS 39-121, a statement advising the District of this factor shall accompany the proposal, and the INFORMATION IS TO BE IDENTIFIED WHEREVER IT APPEARS. PROPOSALS SUBMITTED REQUESTING THAT THE ENTIRE PROPOSAL BE HELD CONFIDENTIAL MAY BE REJECTED AS NON-RESPONSIVE.
- F. The submission of a proposal will indicate the Vendor has read the general and specific instructions, that the Vendor understands the requirements and can supply the products and/or services specified.
- G. No alterations, erasures or additions are to be made in the typewritten or printed matter, unless initialized in ink.
- H. All information required by the proposal except the signature should be typewritten and must be legible. Signature must be handwritten. Illegible or vague proposals will be rejected. Proposals not properly signed will be considered non-responsive.
- I. No oral interpretation will be given on any part of the proposal documents. Such interpretation shall be issued in the form of a written addendum to all submitters of record and shall become a part of the contract documents.
- J. Concerns or questions regarding this proposal request must be directed to the contact person listed herein. For all other matters, Cynthia Parker, Acting Business Manager will act as the District Representative.
- K. The District will assume no responsibility for costs incurred in the preparation or submission or responses to this proposal. All information, copies of proposals, and any back-up or other related materials submitted in response to this Request for Proposal shall become the property of the District and will not be returned.

3.18 Multi-awards

- A. Awards will not be made based on price alone. Each Category will be awarded to only one provider. A provider could win more than one Category. The awards will be made as will best promote the public interest, taking into consideration the qualifications of the firm submitting the proposal; the responsiveness of the proposal in meeting the requirements and specifications; contractual requirements and any additional specific criteria for evaluation included in the Request for Proposals. Only the School District is in a position



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to determine its own best interest, therefore, the school District shall be the sole judge in determining the quality and appropriateness of their products, materials or services proposed. Their decision shall be final. The District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.

- B. Unless the Offeror states otherwise, or unless otherwise provided within the Request for Proposal, the District reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the District.
- C. The District reserves the right to make awards at any time within ninety
 - a. (90) days after the date of the opening, during which period proposals may not be withdrawn unless authorized by the District.
- D. The District reserves the right to reject any or all proposals or any part thereof, or to accept any proposals or any part thereof; or to waive any informalities when deemed to be in the best interest of the school District.
- E. Each contractor shall retain all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after completion of the contract. This requirement includes any subcontractors.

3.19 Contract

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



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- a. Deduction from an unpaid balance
- b. Collection against the proposal and/or performance bond or;
- c. Any combination of the aforementioned remedies or any other remedies as provided by law.
- d. Any contract entered into as result of this solicitation is for the convenience of the District and as such, may be terminated without default by the District by providing a written thirty (30) day notice of termination. Any contract resulting from this RFP will be contingent on receiving Erate funding for the year(s) in question.

3.20 Payments

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

3.21 Others

- A. The successful firm(s) shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies strikes, fires, floods, acts of God or any other acts not within the control of the successful firm and which by the exercise of reasonable diligence he is unable to prevent.
- B. Assignment - Unless otherwise provided for in the specific instructions or specifications, it is mutually understood and agreed that the successful firm shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein without prior written approval of the District. This is especially true due to Erate constraints.
- C. Indemnification - Vendors shall hold the District's officers, agents and employees free and harmless from, and against any and all liability, including cost of claims, suits and counsel fees arising from, growing out of, or incidental to, the actual or alleged use of any copyrighted composition, secret or proprietary process, patented or unpatented invention, article or appliance, including foreign letters patents, furnished as a result of this Request for Proposal.
- D. Proposal protests must be in writing, and filed with the District Representative. Protests based upon an alleged impropriety in solicitation apparent before the proposal opening, must be filed before the proposal opening. Protests of a proposed-award or of an award must be filed within ten (10) calendar days after a protester knows, or should have known the basis of the protest.
- E. Periods of time, stated as number of days, shall be in calendar days.
- F. The District's prospective bidder/offeror list will not be made available for public inspection and will be kept confidential in the best interest of competition in accordance with A.R.S. 39-121 and A.A.C. R7-2-1023.



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3.22 Insurance:

The District requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The District will notify the successful Offeror(s) of the intent to issue a contract award. The successful Offeror(s) must at that time submit an original copy of the attached certificate of insurance for coverage in the minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other Offeror obligations. Required insurance is as follows:

- a. **COMMERCIAL GENERAL LIABILITY:** Awarded Offeror(s) shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. THE WHITERIVER UNIFIED SCHOOL DISTRICT SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE. The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.
- b. **BUSINESS AUTOMOBILE LIABILITY:** Offeror(s) shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. The Whiteriver Unified school district shall be named as an additional insured on the certificate for business automobile liability insurance. The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy. In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, an affidavit signed by the contractor indicating the following on their letterhead is required: (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.
- c. **PROFESSIONAL LIABILITY:** The Offeror(s) shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$5,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded provider holds harmless the Whiteriver Unified School District and each officer, agent and employees of the Whiteriver Unified School District against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or



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negligent act of the awarded provider or anyone employed by the awarded provider. This policy must be continued or tail coverage provided for two years after completion of the project.

- d. **WORKERS' COMPENSATION:** Offeror(s) must carry Workers' Compensation and Employees' Liability Insurance with at least the minimum Arizona statutory limits. Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

3.23 Indemnification / hold harmless agreement:

Awarded Offeror(s) shall, in addition to any other obligation to indemnify the Whiteriver Unified School District to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Districts, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by the Whiteriver Unified School District to enforce this agreement shall be borne by the provider

3.24 Intellectual property rights:

The Offeror(s) will indemnify and hold harmless, the Districts from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the Districts. If the Offeror(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright and/or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School District.



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3.25 Sub-contracts:

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-Officer(s) and the District. The Officer(s) will be fully responsible to the Districts for the acts and omissions of the sub-Officer (s) and their employees. After award of contract, any changes in subcontractors or sub-Officers require prior written approval by Whiteriver Unified School District.

3.26 Joint proposal:

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

3.27 Use of other contracts:

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

3.28 Possession of firearms / drug-free/smoke-free workplace:

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

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

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

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



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

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

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

3.29 Non-collusion statement:

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

3.30 Conflict resolution:

In the event that there are ongoing concerns, the District will meet with the successful Offeror to address and resolve their concern

3.31 References:

Each proposing firm shall contact clients of like size and request they complete and return to Whiteriver the Performance Evaluation Survey Form. The District expects to receive a minimum of five (5) and no more than ten (10) survey references for similar services provided to school districts. Preference will be given to School District Client experience. The Performance Evaluation Survey Form is included.

3.32 Integrity of proposals:

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

3.33 Importance of response

- A. Failure to respond to two consecutive bids or proposals on the same commodity will result in the removal of your firm's name from the bid list for that specific commodity. A "no bid" will be



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considered a response.

- B. It is the Vendor's responsibility to keep the District informed of any address change so that notification of proposals or bids will arrive in a timely manner.

3.34 Questions/concerns

- A. Questions and/or concerns regarding this proposal may be filed with either of the District Contact Person listed below:

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

- B. Vendors concerns or protests not resolved informally with the District Contact Person(s) may request a copy of the District formal protest procedures.

3.35 Evaluation process:

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

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

- 1 Responsiveness of the proposal in clearly stating an understanding of the scope of work and in meeting the requirements of the RFP; **20 points**
- 2 Previous experience of the firm in general, as well as that of the individual(s) assigned to work with the District. For cellular service, this includes how well your service covers the area in and around the Whiteriver Unified School District. This includes prior experience with this or other Arizona School Districts; **10 points**
- 3 The qualifications of the firm to provide these services to the District; provide appropriate and adequate staffing, provide necessary resources and show a history of demonstrated



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- competence in providing the required products and services; **10 points**
- 4 The firm's ability to meet the needs of the District, taking into consideration any additional services or expertise offered that exceeds the requirements of the RFP; **10 points**
 - 5 Assessment of the firm's performance on other projects, based upon information obtained by the District from the firm's references or from other sources that may be available to the District; **10 points**
 - 6 Cost: While cost is a factor in considering placement of the award, it will not be the only factor. The award will not be placed on the basis of price alone, nor will it necessarily be based upon the lowest fee submitted; **40 points**

The purpose of the cost/price evaluation is to “normalize” the cost/price submittals. This is accomplished by calculating the score for each proposal by using the formula below. Initially, the price/cost proposal shall be evaluated on the total price/cost proposal.

$$\frac{\text{Lowest Proposer's Cost/Price} \times 40\%}{\text{Proposer's Cost/Price}} = \text{Score}$$

Proposer's Cost/Price

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



4. SCOPE OF WORK AND QUESTIONS

4.1 Summary of Work to be awarded:

- Telephone Dial Tone, lines (2 PRIT1 or SIP trunk and 25 analogue lines)
- T-1 and T-3
- Long Distance and 800 Providers
- Cellular Service for Eligible Users
- Internet Access Provider

4.2 Term of contract:

The term of the contract shall be date of award with any work to start no sooner than July 1, through one year. The contract may be renewed for four additional one-year periods at the discretion of the District under the federal Erate Program.

4.3 Contract type:

Fixed fee.

4.4 Questions and areas to be addressed in the response

One original and three (3) copies of the proposals 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:

1. Provide a 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. Provide a detailed description of all services to be provided.
4. Include resumes of key individuals who will be assigned to work with the District.
5. Include the company mission statement, vision and strategic plan.



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6. Include the company management structure with resumes of top managers and individuals holding key positions in the company.
7. A listing of no less than three (3), five are preferable, clients (preferably Arizona school districts) for whom these or similar "E-rateable" 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.
8. State your E-rate SPIN number and 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.



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5. Provider Requirements

1. 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.
2. If you do not have a current SPIN number, please go to
3. <http://www.sl.universalservice.org/ContentInc/vendor/>
4. Demonstrate considerable experience as an Erate provider to public school districts and/or libraries in Arizona. It is highly desirable that the provider be currently providing these services to Arizona school districts.
5. Maintain a base of operation in Eastern Arizona area to service our school.
6. Possess a comprehensive knowledge of the principles, techniques and trends in the federal Erate program.
7. Have sufficient staff to service the school district on a timely basis.
8. 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.
9. Provide details on the ability of providing the service with high reliability. This should include redundancy in equipment and path. In addition, how is the equipment protected from electric outages (short and long term outages).
10. For Internet Connectivity (LAN, Cell / data service and Wifi), provide details on connectivity of sub-carrier and connectivity capacity and level of over-subscription.
11. Demonstrate understanding of how the Federal Trade Commission, Federal Communications Commission and Interstate Trade Commission regulate the provided service and what actions the provider has taken to comply and stay informed of changes of laws and regulations originating from these governing bodies.



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6. Questionnaires

6.1 BACKGROUND

Name of Firm: _____

Address: _____

City: _____ State: _____

Zip: _____

Phone No.: _____

SPIN: _____

Year Established: _____

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

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 this District's Erate Projects, indicate the individual(s)



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who would be responsible for the products and services the District would deal with on a day to day basis (attach resumes):

Principal: _____ Alternate: _____

Provide the name and phone numbers of at least 5 references for accounts of a similar nature for the products and services requested.

NAMES:

PHONE NUMBER:

6.2. 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:

- 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



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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 How do you represent your clients in preparation of any appeals?

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



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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?



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- 13 How do you propose to 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

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

If yes, please detail.

6.3 Additional questions

Dial tone Provider:

1. Implementation Plan if you are not the current provider.

An implementation plan must be provided with the proposal. It should be based on length of time required after contract is signed and include a detailed delivery and installation schedule including:

- System hardware and software if needed
- Infrastructure additions / modifications
- Integration
- Testing



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- Cut over

T-1 Line Provider:

1. Implementation Plan if you are not the current provider.

An implementation plan must be provided with the proposal. It should be based on length of time required after contract is signed and include a detailed delivery and installation schedule including:

- System hardware and software if needed
- Infrastructure additions / modifications
- Integration
- Testing
- Cut over

2. Vendor Network

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

3. Management Provisions

- Describe your management system and technical support functions along with their current and future capabilities.
- Describe what level of access WUSD will have to your management system.
- What reports are available to our Network Administrator?
- 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



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vendors, or is this the responsibility of the vendor responding to this RFP?

- Describe 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?
 - Describe your problem reporting procedures.
 - Describe how you address "severe outages."
 - Describe your change notification procedures.
 - Describe your problem escalation procedures.
 - Describe 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.

4. General Information

- Provide availability and time lines for implementation of any proposed services. In particular, describe your ability to provide network services by July 1, following this RFP.
- Describe any additional services you provide. For example, do you provide access to the master-bone?
- Describe all equipment that must be provided by the WUSD in support of an Internet connection.
- Describe all costs associated with these additional services.
- Describe your DNS services.
- Describe 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.

Long Distance Provider:

1. Implementation Plan



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An implementation plan must be provided with the proposal. It should be based on length of time required after contract is signed and include a detailed delivery and installation schedule including:

- System hardware and software if needed
- Infrastructure additions / modifications
- Integration
- Testing
- Cut over

Cellular Access Provider:

1. Implementation Plan

An implementation plan must be provided with the proposal. It should be based on length of time required after contract is signed and include a detailed delivery and installation schedule including:

- System hardware and software if needed
- Infrastructure additions / modifications
- Integration
- Testing
- Cut over

2. Coverage Area

- Indicate how many towers you have in Navajo County
- If you are not the current provider, will you provide 3 loaner phones so that the District can evaluate your coverage.

Internet Access and SIP Trunk Provider:

1. Connectivity

- Describe your ability to provide local loop connectivity.
- Describe connectivity path.
- Describe the type of connections available.
- Describe all options available for connectivity. For example, describe fixed



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rate options as well as burstable options. In addition, describe all levels of connectivity at rates from multiple T1's up to and including T2 level.

- Describe all costs for connectivity, including both local loops and IP services, and at all levels described above.

2. Vendor Network

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

3. Management Provisions

- Describe your management system and technical support functions along with their current and future capabilities.
- Describe what access WSD will have to your management system.
- Describe your procedures for dealing with vendors of local loops and outages that may occur in that venue. For example, does WSD have to deal with such vendors, or is this the responsibility of the vendor responding to this RFP?
- Describe 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 WSD have access to this information?"
- Describe your problem reporting procedures.
- Describe how you address "severe outages."
- Describe your change notification procedures.
- Describe your problem escalation procedures.



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- Describe 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.

4. General Information

- Provide availability and time lines for implementation of any proposed services. In particular, describe your ability to provide network services by July 1, 2006.
- Describe any additional services you provide. For example, do you provide access to the master-bone?
- Describe all equipment that must be provided by the WUSD in support of an Internet connection.
- Describe all costs associated with these additional services.
- Describe your DNS services.
- Describe 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.

FOR ALL PROVIDERS:

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 copy these forms as necessary or provide information on their own form(s).



7. Cost Proposal

The bellow pricing sample requests do not reflect actual purchases intends. They will be used to evaluate pricing between vendors.

7.1 Main Internet Connectivity

Item Description	Quantity	Price	Taxes	Total Price
Internet Connectivity to District Office	20 Mbps			
Internet Connectivity to District Office	40 Mbps			
Internet Connectivity to District Office	60 Mbps			
Internet Connectivity to District Office	80 Mbps			
Internet Connectivity to Cradleboard Elementary	5 Mbps			
Internet Connectivity to Cradleboard Elementary	10 Mbps			
Internet Connectivity to Whiteriver Elementary	5 Mbps			
Internet Connectivity to Whiteriver Elementary	10 Mbps			
Internet Connectivity to Seven Mile Elementary	5 Mbps			
Internet Connectivity to Seven Mile Elementary	10 Mbps			
Internet Connectivity to Canyon Day Junior High	5 Mbps			
Internet Connectivity to Canyon Day Junior High	10 Mbps			
Internet Connectivity to Alchesay High School	5 Mbps			
Internet Connectivity to Alchesay High School	10 Mbps			
Static IP addresses	60			
Monitoring Service in Internet Connectivity	1			
DNS services for wusd.k12.az.us				

R:

- Quantity expresses up-link and down-link speed. In the event that the up-link and down-link speed are different, the quantity requested must be equal or superior to the lower speed number.
- Pricing should be provided for 1 year
- Support 24X24, every day of the year with a maximum of 10 minutes wait
- 1h onsite technician response time
- 500% penalty of prorated price for loss of service or degradation of service exceeding 25%

7.2 Internet Connectivity for remote locations (DSL or Satellite)

Item Description	Quantity	Price	Taxes	Total
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				Price
Internet Connectivity	1.5 Mbps			
Internet Connectivity	2 Mbps			
Internet Connectivity	3 Mbps			
Internet Connectivity	5 Mbps			

R:

- Quantity expresses up-link and down-link speed. In the event that the up-link and down-link speed are different, the quantity requested must be equal or superior to the lower speed number.
- Pricing should be provided for 1 year
- 500% penalty of prorated price for loss of service or degradation of service exceeding 25%

7.3 Telephone Connectivity via PRI-T1

Item Description	Quantity	Price	Taxes	Total Price
PRI-T1	1			
PRI-T1	2			
DID	120			
DID	200			
Long Distance Communications	Unlimited			
Long Distance Communications	600h / y			
Long Distance Communications	1200h / Y			
Long Distance Communications	2400h / Y			

R:

- Pricing should be provided for 1 year
- Support 24X24, every day of the year with a maximum of 10 minutes wait
- 1h onsite technician response time
- 500% penalty of prorated price for loss of service or degradation of service exceeding 25%

7.4 Basic Telephone Business Line

Item Description	Quantity	Price	Taxes	Total Price
Basic Business Line	10			
Basic Business Line	20			
Long Distance Communications	10h / y			



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Long Distance Communications	20h / y			
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R: Pricing should be provided for 1 year

7.5 SIP Trunks

Item Description	Quantity	Price	Taxes	Total Price
SIP Trunks	24			
SIP Trunks	48			
DID	120			
DID	200			
Long Distance Communications	Unlimited			
Long Distance Communications	600h / y			
Long Distance Communications	1200h / Y			
Long Distance Communications	2400h / Y			

- R:
- Pricing should be provided for 1 year
 - Support 24X24, every day of the year with a maximum of 10 minutes wait
 - 500% penalty of prorated price for loss of service or degradation of service exceeding 25%

7.6 Cellular Phone Service

Item Description	Quantity	Price	Taxes	Total Price
Cell Service	48			
Cell Service	200			
Cell Service	400			
Cell Service	2400			
Long Distance Communications	Unlimited			
Data Service	Unlimited			
Long Distance Communications	720h / y			
Data Service	48Gb / y			

R: Pricing should be provided for 1 year



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8. Deviations & 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.

Name of the Company:

Name and Position Held with Company:

Authorized Signature/Local Representative:

Date Signed:

Telephone /Email Address:



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9. Addendum Acknowledgement Form

This page is used to acknowledge any and all addendums that might be issued. If no addendum is issued, you need not return this page. Your signature indicates that you took the information provided in the addendum into consideration when providing your response. Please sign and date

Addendum #1 Date:

Addendum #2 Date:

Addendum #3 Date:

Addendum #4 Date:

Addendum #5 Date:

Name of the Company:

Name and Position Held with Company:

Authorized Signature/Local Representative:

Date Signed:

Telephone /Email Address:



10. Confidential/Proprietary Submittals Form

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

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

Name of the Company:

Name and Position Held with Company:

Authorized Signature/Local Representative:

Date Signed:

Telephone /Email Address:



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11. Offer and Acceptance Form

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.	
Company Name	For Clarification of this Offer, contact: Name
Arizona Transaction (Sales) Privilege Tax License No.	
Federal Employer Identification No.	Phone
Street Address	Fax
City	E-mail
State Zip	Signature of Person Authorized to Sign Offer
Tax Rate (if applicable) _____ %	
	Printed Name of Person Authorized to Sign Offer
	Title
CERTIFICATION	
By signature in the Offer section above, the bidder certifies:	
<ol style="list-style-type: none"> 1. The submission of the offer did not involve collusion or other anti-competitive practices. 2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465. 3. The offer complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State Employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program. 4. The bidder 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. 5. In accordance with A.R.S. § 35-391, the offeror is in compliance and shall remain in compliance with the Export Administration Act 6. In accordance with A.R.S. § 35-397, the offeror does not have scrutinized business operations in Iran or Sudan. 7. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted. 	
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/public entity.	
This contract shall henceforth be referred to as Contract No. 13-06-18 E-Rate 12-13 For Category: _____	
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: _____	
_____ Authorized signature of the District	



12. Drug Free Work Place

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

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

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

COMPANY NAME:

VENDOR'S SIGNATURE:

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



13. NON-COLLUSION AFFIDAVIT FORM

STATE OF ARIZONA)
)
County of) ss.

_____, affiant, the (Name)
(Title)

(Contractor)

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

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

(Title)

Subscribed and sworn to before me this ____ day of _____, 20__.

Signature of Notary Public in and for the

County of _____ State of _____



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14. I.R.S W-9 Form

www.irs.gov/pub/irs-pdf/fw9.pdf

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Name (as shown on your income tax return)		
Business name/disregarded entity name, if different from above		
Print or type See Specific Instructions on page 2.	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1"> <tr> <th colspan="9">Social security number</th> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table>	Social security number																	
Social security number																			
	<table border="1"> <tr> <th colspan="9">Employer identification number</th> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table>	Employer identification number																	
Employer identification number																			

Part II Certification Under penalties of perjury, I certify that:
1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below).
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.