NOTICE OF REQUEST FOR PROPOSAL

RFP 11-06-12 for Basic Maintenance

PROPOSAL DUE DATE: Monday, October 24, 2011 Time: 11:00 a.m.

Preconference: None

Opening Location: Whiteriver Unified School District
963 S Chief Avenue Street, Whiteriver, AZ 85941

The Governing Board of the Whiteriver Unified School District # 20 is requesting competitive sealed qualification proposals for VOIP AND NETWORK CONNECTIVITY MAINTENANCE, ERATE PRIORITY ONE SERVICES.

In order to have your proposal considered, it is to be submitted in a sealed envelope/box, plainly marked, “VOIP, VIDEO CONFERENCING AND NETWORK CONNECTIVITY MAINTENANCE, ERATE PRIORITY ONE SERVICES”, RFP 11-06-12 with the date and time for receipt of proposal written thereon. This proposal is being issued to be compliant with the Federal Erate Program.

Proposals will be received in a sealed container at the Whiteriver Unified School District # 20, Purchasing Department, 959 S Chief Avenue Street, Whiteriver, Arizona, 85941 no later than Monday, October 24, 2011. We are not in an overnight delivery area!

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 Offeror has requested, and the District concurs, that certain information remain confidential.

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

Sandie Sedillo Business Manager
(928) 338-4842
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DOCUMENTS REFERENCED:

1. You may access a copy of the documents referenced within this proposal at the following web addresses: 1 Arizona Revised Statutes (A.R.S.) is available at http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp


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

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

A. “Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.

B. “Contract” means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

C. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

D. “Contractor” means any person who has a contract with the School District/public entity.

E. “Days” means calendar days unless otherwise specified.

F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

G. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

H. “Offer” means bid, proposal or quotation.

I. “Offeror” means a vendor who responds to a Solicitation.

J. “Procurement Officer” means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

K. “Solicitation” means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).

L. “Solicitation Amendment (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.

E. “School District/Public Entity” means the School District/public entity that executes the contract.

2. **Inquiries**

A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.

B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside
D. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.

E. **No Right to Rely on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.

F. **Solicitation Amendments/Addenda.** The Solicitation shall only be modified by a Solicitation Amendment or Addendum.

G. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

H. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. **Offer Preparation**

A. **Forms: No Facsimile or Telegraphic Offers.** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.

B. **Typed or Ink; Corrections.** The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

C. **Evidence of Intent to be Bound.** The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror’s intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

D. **Exceptions to Terms and Conditions.** All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror’s Preprinted or standard terms will not be considered as a part of any resulting Contract.

   1. **Invitation for Bids:** An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
   2. **Request for Proposals:** All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

E. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities in the Offer.

F. **Cost of Offer Preparation.** The District will not reimburse any Offeror the cost of responding to a Solicitation.
G. Solicitation Amendments/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 Amendment/Addendum shall result in rejection of the Offer.

H. Federal Excise Tax. School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.

J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District/public entity will conclude that the price(s) offered includes all applicable taxes.

K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

1. Special Terms and Conditions;
2. Uniform General Terms and Conditions;
3. Statement of Scope of Work;
4. Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions to Offerors; and
8. 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).

4. Submission of Offer

A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/public entity shall make a determination on whether the stamped information is confidential pursuant to the School District/public entity’s Procurement Code.

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

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

5. Evaluation

A. **Unit Price Prevails.** Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

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

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

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

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

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

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

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

6. Award

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

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

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

7. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 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.
UNIFORM GENERAL TERMS AND CONDITIONS

1. Definition of Terms

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

A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

D. "Contractor" means any person who has a Contract with the School District/public entity.

E. "Days" means calendar days unless otherwise specified.

F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

G. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

H. "Offer" means bid, proposal or quotation.

I. "Offeror" means a vendor who responds to a Solicitation.

J. "Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.

K. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).

L. "Solicitation Amendment (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.

N. "School District/Public Entity" means the School District or public entity that executes the Contract.

2. Contract Interpretation

A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:

1. Special Terms and Conditions;
3. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

G. No Waiver. Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any Subcontractor’s books and records shall be subject to audit by the School District/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 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.
4. Costs and Payments

A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/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.

1. 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.
2. 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.
3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/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.
4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.

D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/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.

5. Contract Changes

A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations or 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.

6. Risk and Liability

A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
B. **General Indemnification.** To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/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.**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:
   a. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

E. **Third Party Antitrust Violations.** The Contractor assigns to the School District/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.

7. **Warranties**

A. **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/public entity of the materials or services, they shall be:

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

C. **Fitness.** The Contractor warrants that any material or service supplied to the School District/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 or payment for the materials or services by the School District/public entity.

G. **Exclusions.** Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

H. **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.

I. **Survival of Rights and Obligations after Contract Expiration or Termination.**

1. **Contractor’s Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or 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.

2. **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

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

B. **Stop Work Order.**

1. 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.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. **Non-exclusive Remedies.** The rights and the remedies of the School District/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.

9. 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.

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, ororable 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.

1 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.

2 Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity.

3 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 reprocuring 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.

10. Contract Claims

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

By submission of this proposal the Offeror certifies:

A. That the Offeror has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract.

B. That the fees quoted in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other firm.

C. That, if awarded a contract, the Offeror agrees not to discriminate against any employee or applicant for employment pursuant to Executive Order 11246 as amended.

D. That the Offeror is duly licensed for the class or work on this proposal at the time of proposal opening and will comply with all applicable legal provisions as set forth in the Arizona Revised Statutes, to include all federal, state, and county regulations and understands these provisions are part of any contract awarded to him/her.

E. The parties to this Agreement, for valuable consideration exchanged, stipulate that an administrative hearing process shall be the sole and exclusive means 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.

II. 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 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.
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.

E. 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.

F. No alterations, erasures or additions are to be made in the typewritten or printed matter, unless initialized in ink.

G. 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.

H. 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.

I. 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.

J. 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.

III. 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 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 (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.
IV. **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:

   - Deduction from an unpaid balance
   - Collection against the proposal and/or performance bond or;
   - 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.

V. **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.

VI. **OTHER**

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/offерor 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.

VII. 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 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.

VIII. 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.
SCOPE OF WORK

Summary of Work to be awarded:

- Network equipment. Our Network equipment is 100% from Enterasys Networks. It is constituted of N5 Chassis with Platinum blades, RBT wireless units and B3 switches. The vendor should have technician knowledgeable to assist WUSD. The vendor will come on site on a regular basis to do preventive maintenance (firmware updates, check for dead equipment, cleaning, re-labeling as needed, physical inspection, reconfigurations as needed) and inspect the equipment. The vendor will repair the equipment if failure occurs. A list of the equipment can be made available upon request to pdehombreux@wusd.us. **All employees that will be working on site must hold a valid Level One fingerprint clearance card, carry it on themselves and a copy must be delivered to the WUSD HR department.**

- General communication equipment: Firewalls, Windows 2003 / 2008 servers (DNS, DHCP, IIS, Exchange, Active Directory). The vendor should have technicians certified with Microsoft products and the ability to open a case with Microsoft. The vendor is also to provide WUSD with 20 cases (4X 5-pack Phone Support Contract) with Microsoft, so WUSD can contact directly Microsoft in case of issues. **All employees that will be working on site must hold a valid Level One fingerprint clearance card, carry it on themselves and a copy must be delivered to the WUSD HR department.**

- Cat5e and fiber maintenance: WUSD has many Cat5e connections and fiber connections (multi and single mode). The vendor should have certified staff and enough staff to meet emergencies. The vendor will quarterly clean the MDF and IDF to ensure a free dust environment for the fiber connections. As needed the vendor will come on site to troubleshoot and repair existing broken connections (CAT5e and Fiber). Also, the vendor will clean, test and inventory the server / switch rooms twice a year. **All employees that will be working on site must hold a valid Level One fingerprint clearance card, carry it on themselves and a copy must be delivered to the WUSD HR department.**

- Video conferencing: WUSD has a Tandberg video conferencing system. The vendor will inspect the systems twice a year (cleaning, testing, inventory, firmware). The vendor needs to be able to assist WUSD with the reconfiguration of the equipment as needed. The vendor needs to be able to repair the equipment if failure occurs. **All employees that will be working on site must hold a valid Level One fingerprint clearance card, carry it on themselves and a copy must be delivered to the WUSD HR department.**

TERM OF CONTRACT: The term of the contract shall be date of award with any work to start no sooner than July 1, 2011 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.

CONTRACT TYPE: fixed fee.

PROVIDER OF EQUIPMENT AND SERVICES
After final selection of an Erate Provider has been made, the proposals shall be open to public inspection.

TO BE CONSIDERED

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. A listing of no less than three (3), five are preferable, clients (preferably Arizona school districts) for whom these or similar “Erateable” services have been provided. Include the name and address of the district/library, the names and phone numbers of people the District may contact for these references.
6. State your Erate 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.

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.

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

1. 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.
2. Maintain a base of operation in Eastern Arizona area to service our school.
3. Possess a comprehensive knowledge of the principles, techniques and trends in the federal Erate program.
4. Have sufficient staff to service the school district on a timely basis.
5. 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.

EVALUATION AND CRITERIA

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, taking into DUE: Friday, December 2, 2005 at 11:00 a.m. Page 22 of 48 consideration the evaluation factors set forth
below and their relative order of importance are shown. No other factors shall be used in the evaluation.

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 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.

\[
\text{Lowest Proposer’s Cost/Price} \times 40\% \quad = \quad \text{Score}
\]

\[
\frac{\text{Proposer’s Cost/Price}}{\text{Lowest Proposer’s Cost/Price}} \times 40\% \quad = \quad \text{Score}
\]

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.

**AWARDS**

The awards will be made to the firms which the District determines best meets the requirements of the Request for Proposal and will be in the best interest of Whiteriver Unified School District. Only the District is in a position to determine the District's best interest. Its decision shall be final. The evaluation schedule above will be followed.

Note: If this proposal is not properly signed, it will be considered non-responsive. PROPERLY SIGNED: only the signature of an officer or designated representative of your company will be accepted as valid. The signature must be the actual signature of that person and must be done in ink. A second party initialed signature will not be valid.

**NON-COLLUSION AFFIDAVIT**

In order to be considered for a contact award, the Offeror shall complete and submit the Non-Collusion Affidavit included with this RFP. Failure to submit the Non-Collusion Affidavit with the RFP package prior to the solicitation due date shall result in RFP rejection. The Form should be notarized.
DRUG-FREE WORKPLACE CERTIFICATION

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 BIDS - 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 specify 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.

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 bid at time of bid opening to be considered.
STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Purchasing Department, Whiteriver Unified School District.

(Please print or type, except signature) Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the Whiteriver Unified School District.

COMPANY NAME: ____________________________________________________________

ADDRESS: __________________________________________________________________

CITY: ___________________________________STATE: __________ZIP: ________________

CONTACT PERSON: _________________________TELEPHONE: _____________________

We, the undersigned, have declined to respond because of the following reasons:

Service/Commodity
_______ We do not offer this product or the equivalent.
_______ Our company does not participate in the Erate Program
_______ Insufficient time to respond to the Request For Proposal.
_______ Remove our name from this bid list only.
_______ Our Company does not have that trained staff to permit us to perform.
_______ Unable to meet insurance requirements.
_______ Other. (Specify below)

REMARKS:

SIGNATURE: ___________________________ DATE: ______________
A. BACKGROUND
Name of Firm: _________________________________________________________________

Address: _____________________________________________________________________

City: _______________________________________ State: _______ Zip:____________________

Phone No.: _____________________

SPIN:   _______________________________________________________________________

Year Established:  ______________________________________________________________

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

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

Number of account representatives: ______

Number of system engineers: ______

Erate volume in Arizona:

Under $500,000 ______

$500,000 to $1,000,000: ______

$1,000,001 to $3,000,000: ______

$3,000,001 to 5,000,000: ______

Over $5,000,000: ______

If selected to handle part or all of this District’s Erate Projects, indicate the individual(s) who would be
responsible for the products and services the District would deal with on a day to day basis (attach
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:
B. SERVICES AVAILABLE:

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

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

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

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

3. In house services available locally at additional cost:

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

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

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

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

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

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

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

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

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

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

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

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

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

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
11 How will you assist in ascertaining outages?
..............................................................................................................................................
..............................................................................................................................................
..............................................................................................................................................

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

13 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.
..............................................................................................................................................
..............................................................................................................................................
..............................................................................................................................................
C. PROVIDER SERVICES

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

Should the offeror need additional space to provide information required by this proposal, the offeror may copy these forms as necessary or provide information on their own form(s).

ATTACHMENT D

DEVIATIONS / EXCEPTIONS List any deviation or exception for any item listed under Scope of Services. 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.

ATTACHMENT E

This page is used to acknowledge any and all addendums that might be issued. Your signature indicates that you took the information provided in the addendum into consideration when providing your response.

Please sign and date

ADDENDUM NO. 1 Acknowledgement

ADDENDUM NO. 2 Acknowledgement

ADDENDUM NO. 3 Acknowledgement
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. Signature also certifies understanding and compliance with paragraph one (1) of the District’s General and Specific Instructions for Submitting Competitive Sealed Qualifications.

For clarification of the offer, contact:

Name: ________________________________  City: ________________________________
Phone: ________________________________  State: ________________________________
Fax: ________________________________  Zip: ________________________________
Company Name: ________________________________  SPIN #: ________________________________
Address: __________________________________

______________________________
Signature of Authorized Person to Sign Offer

______________________________
Printed Name, Title

ACCEPTANCE OF OFFER

(FOR WHITERIVER UNIFIED SCHOOL DISTRICT USE ONLY)

Your offer is hereby accepted.

The Contractor is now bound to sell the materials, services, or construction listed by the attached award notice based upon the solicitation, including all terms and conditions, specifications, etc., and the Contractor’s offer as accepted by the District.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service, or construction under this contract until the Contractor receives an executed purchase order or Contract Release document from the Whiteriver Unified School District.

Awarded this ________________________________ day of , 2011.

______________________________
Signature of Authorized Person to Sign Offer

______________________________
Printed Name, Title
NON-COLLUSION AFFIDAVIT FORM

STATE OF ARIZONA  )
) ss.
County of  )

__________________________________________________, affiant, the (Name)
(Title)

(Contractor)

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

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

(Title)

Subscribed and sworn to before me this _____ day of ________________, 20___.

Signature of Notary Public in and for the

County of ___________________________ State of ____________________________
Form W-9

Request for Taxpayer Identification Number and Certification

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

Name

Business name, if different from above

Check appropriate box:  Individual  Sole proprietor  Corporation  Partnership  Other

Requestor’s name and address (optional)

City, state, and ZIP code

List account number(s), if any (optional)

TIN

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals: this is your social security number (SSN). For an entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

or

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. person (including a U.S. resident alien).

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, Form 8283 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 2.)

Sign Here

Signature of U.S. person

Date

Purpose of Form

A person who is required to file an information return with the IRS must get 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 IRA’s, etc. Use Form W-9 only if you are a U.S. person (including a resident alien) to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 15, Withholding of Tax on Nonresident Aliens and Foreign Entities.

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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 33–1/3% of such payments after December 31, 2011 (35% after December 31, 1980). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from floating rate obligations.

Real estate transactions are not subject to backup withholding. You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify to the IRS that you are subject to backup withholding as a result of a failure to report all your interest and dividends on your tax return (for reportable interest and dividends only), or
3. The IRS tells the requester that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under (a) above for reportable interest and dividends accounts opened after 1983 only.

Certain payments and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requestor of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each failure unless your failure is due to reasonable cause and not willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Use of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Cat. No. 10231X  Form W-9 (Rev. 1-2002)