

# BABOQUIVARI UNIFIED SCHOOL DISTRICT

## VERIFICATION OF RECEIPT OF SOLICITATION

**RFP # 2017-004  
INTERNET ACCESS**

### NOTICE

Complete and **return this page** to verify receipt of solicitation.

(Please print or type)

Company  
Name \_\_\_\_\_

Company  
Representative \_\_\_\_\_

Telephone \_\_\_\_\_

FAX \_\_\_\_\_

E-mail  
Address \_\_\_\_\_

**FAX IMMEDIATELY TO 520-383-5441**

**OR**

**E-MAIL TO: [erate@busd40.org](mailto:erate@busd40.org)**

# VENDORS CHECK LIST

## Page 2 - Verification of Solicitation

### RETURN ONLY THE ITEMS BELOW IN YOUR BID PACKAGE

|  |  |
|--|--|
| _____ Notice of Invitation (PAGE 3)                      | _____ Samples, if applicable             |
| _____ OFFER SHEET  | _____ Questionnaire sheet, if applicable |
| _____ Non Collusion Affidavit                            | _____ Bid Bond, if applicable            |
| _____ No Bid Response, if applicable                     | _____ Insurance, if applicable           |
| _____ Cost Sheet   | _____ Addendums, if applicable           |
| _____ Other information as requested in the solicitation |  |

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Solicitations shall be submitted as follows:

\_\_\_\_\_ Sealed package

\_\_\_\_\_ Bid/RFP # on outside of package

\_\_\_\_\_ Vendor's name on outside of package

**IF VENDORS CHOOSE TO OBTAIN THE SOLICITATION VIA THE WEB SITE, YOU ARE RESPONSIBLE TO VERIFY ANY ADDENDUMS THAT MAY HAVE BEEN ISSUED PRIOR TO THE BID OPENING.**

BABOQUIVARI UNIFIED SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
HIGHWAY 86, MILEPOST 115.5 (PHYSICAL ADDRESS)

PO BOX 248 (MAILING ADDRESS)  
SELLS, AZ 85634  
520-383-6746

**NOTICE OF REQUEST FOR PROPOSAL**

**PROPOSAL #:** 2017-004 – INTERNET ACCESS

**DATE:** 01/06/2017

**DUE DATE:** 02/06/2017 @ 3:00 PM

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In accordance with the School District Procurement Rules, competitive sealed proposals for the equipment, materials, services, or construction specified will be received by the District Purchasing Office at the specified location until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.

Instructions for preparing the proposal are provided within the Terms and Conditions of the posted Request for Proposal and any Addendums. Proposals that do not conform to these instructions, or any proposal that is generic in nature or otherwise does not meet the requirements contained in this Form 470 and associated specifications, may be considered non-responsive and may be disqualified. The submission of a proposal will indicate that the offeror understands the requirements and specifications and that he can supply the materials, services or construction and meet the required delivery time line as specified. OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

**For questions contact: Aaron Bates at [erate@busd40.org](mailto:erate@busd40.org)**

**MAIL ALL RFP RESPONSES TO THE ADDRESS AT THE TOP OF THE PAGE.**

**RFP RESPONSE MUST BE MARKED: ATTN: RFP # 2017-004**

## INSTRUCTIONS TO BIDDERS

### 1. DEFINITION OF TERMS USED IN THESE INSTRUCTIONS

As used in these instructions, the following terms have the following meaning.

- A. **"Attachments"** means all items required of the Offeror as a part of the Offer.
- B. **"Days"** means calendar days unless otherwise specified.
- C. **"Exhibits"** means all items attached as a part of the Solicitation.
- D. **"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.
- E. **"Offer"** means bid, proposal or quotation.
- F. **"Offeror"** means a vendor who responds to a Solicitation.
- G. **"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.
- H. **"Solicitation"** means an invitation for bids ("IFB"), a request for proposals ("RFP"), or a request for quotations ("RFQ").
- I. **"Subcontract"** means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party for performance of any work, for the making or furnishing of any material or any service required for the performance of the Contract.
- J. **"District"** means the BABOQUIVARI UNIFIED SCHOOL DISTRICT.
- K. **"Contract"** means the combination of the Solicitation, including the Special Instructions to Offerors, the Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any best and final Offers; any agreement entered into pursuant to the Solicitation, and any amendments to the Solicitation or the Contract; and any terms applied by law.
- L. **"Contractor"** means any person who has a Contract with the District.

### 2. PREPARATION OF BID:

- 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 Solicitations shall be legible and contain the same information requested on the forms. A facsimile, telegraphic or mailgram Offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall 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. Offer, Acceptance and Non-Collusion Affidavit. The Offer, Acceptance and Non-Collusion Affidavit within the Solicitation shall be submitted with the Offer and shall 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 a signature with the Offer or a nonnotarized Non-Collusion Affidavit may result in rejection of the Offer.
- D. 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.

- E. 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 a grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- F. Exceptions to Terms and Conditions.
  - 1. Invitations for Bid: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  - 2. Requests for Proposal: An Offer that takes exception to a requirement of any part of the Solicitation shall clearly identify the specific paragraph(s) where the exception(s) occurs. All exceptions that are contained in the Offer may negatively affect the District's proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
  - 3. Subcontracts. Offeror shall clearly identify any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3. **PRE-OFFER CONFERENCE.**

If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location appear on the Solicitation's 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.

4. **INQUIRES.**

- A. Solicitation Contact Person. Any inquiry related to a Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other District employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- B. Submission of Inquires. The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing or via email. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- C. Timeliness. Any inquiry shall be submitted as soon as possible, and if time permits, at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- D. No Right to Rely on Verbal Responses. Any inquiry that raises material issues and results in changes to the Solicitation shall be answered solely through a written Solicitation amendment. An Offeror may not rely on verbal responses to inquiries.
- E. Solicitation Amendments. The Solicitation shall only be modified by written amendment, signed by the Procurement Officer.
- F. Standards. Any requests for or inquiries regarding standards referenced in the Solicitation shall be referred to the Solicitation contact person.

5. **SUBMISSION OF OFFER**

- A. Sealed Envelope or Package. Proposals must be sealed and may be presented in person or mailed (no faxed copy will be accepted) at the address listed in this solicitation. Offers must be marked on the outside of the envelope with the RFP number and title and the submitting company's name.

**The District is not responsible for the pre-opening of, post-opening of, or failure to open a solicitation not properly addressed or identified.**

- B. Amendments. Each Solicitation amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation amendment may result in rejection of the Offer.
- C. Late Offers. Proposals received after the stated opening time will not be considered and will be returned to the offeror. The offeror assumes the risk of delay in the mail or in the handling of the mail. Whether sent by mail or by means of personal delivery, the offeror assumes the responsibility for having his proposal deposited on time at the place specified.
- D. 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.
- E. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the District. 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 District shall make a determination pursuant to the School District Procurement Code.

**6. OFFER ACCEPTANCE PERIOD.**

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for a minimum of ninety (90) days from the Offer due date that is stated in the Solicitation.

**7. TAXES.**

- A. Federal Excise Tax. The District is exempt from Federal Excise Tax, including the Federal Transportation Tax.
- B. State and Local Transaction Privilege Taxes. The District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from his obligation to remit taxes. Offerors are required to provide their Arizona Transaction Privilege Tax 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.
- C. Evaluation of Offers. All applicable taxes stated in the Offer will be considered by the District when determining the lowest bid or evaluating proposals. The District will add use tax to out-of-state offers in evaluating the solicitation. At all times, payment of transaction privilege taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- D. Identification of Taxes in Offer. If Arizona resident Offerors do not indicate taxes as a separate item in the Offer, the District will conclude that the price(s) offered includes all applicable taxes.

**8. COST OF OFFER PREPARATION.**

The District shall not reimburse any Offeror the cost of responding to a Solicitation.

**9. CERTIFICATIONS, DISCLOSURE AND DISQUALIFICATION.**

- A. By signing the Offer and Acceptance Form and notarizing the non-collusion affidavit or other official Contract form, the Offeror certifies that:
- B. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted Offer or any resulting Contracts, and the vendor may be debarred.
- D. The Offeror agrees to promote and offer to the District only those materials and/or services as stated in and allowed for under resultant Contract(s) as District Contract items. Violation of this condition will be grounds for terminating the Contract(s).

**10. AWARD OF CONTRACT:**

- A. Number of Types of Awards. Where applicable, the District reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the District. The Offeror should take that into consideration in the pricing quoted. If the Procurement Officer determines that an aggregate award to one Offeror is not in the District's best interest, "all or none" Offers shall be rejected.
- B. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- C. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the District reserves the right to:
  - 1. Waive any immaterial defect or informality; or
  - 2. Reject any and all Offers or portions thereof; or
  - 3. Cancel a Solicitation.
- D. The Procurement Officer shall file a written determination specifying the reasons for the decision.
- E. Contract Inception: An Offeror's submission of an Offer does not in and of itself constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A contract will not be created until the Offer is formally accepted and executed in writing as confirmed by the Procurement Officer's signature on the District's Offer and Acceptance Form. A notice of award or recommendation by the District's Governing Board of its intent to award prior to acceptance and execution by the Procurement Officer shall not constitute acceptance of the Offer. The District's Procurement Officer shall not formally accept or execute an Offer until all requisite formalities of the solicitation process have been complied with.

**11. PROTESTS.**

A protest shall be filed, and shall be resolved, in accordance with the Arizona State Procurement Code for school districts, Section R7-2-1153, as may be amended. A protest must be in writing and must be filed with the Procurement Officer of record. Protests based upon alleged improprieties in a Solicitation that are apparent before the bid opening shall be filed before bid opening. Protests based upon alleged improprieties in a Solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. In procurements requesting proposals, protests concerning improprieties that do not exist in the initial Solicitation but that are subsequently incorporated into the Solicitation shall be filed by the next closing date for receipt of proposals following the incorporation. In all other cases, protests shall be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest must include:

- 1. The name, address and telephone number of the protester;

2. The signature of the protester or its representative;
3. Identification of the Solicitation or Contract number;
4. A detailed statement of the legal and factual ground of protest including copies of relevant documents; and
5. The form of relief requested.



## STANDARD TERMS AND CONDITIONS

### 1. APPLICABLE OFFER

- 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 School District Procurement Code.
- B. Implied Contract Terms. Each provision of law and any terms required by law to be in any Contract are a part of the Contract as if fully stated in it.

### 2. AUTHORITY

This Contract is issued under the authority of the Procurement Officer who signed this Contract. 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 based on those changes.

### 3. CONTRACT INTERPRETATION AND AMENDMENT

- A. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement and integrates all terms incidental hereto and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter of this Contract. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- B. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a 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.
- C. Written Contract Amendments. The Contract shall be modified only through a written Contract amendment within the scope of the Contract signed by the Procurement Officer.
- D. No Right to Rely on Verbal Responses. Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation amendment. An Offeror may not rely on verbal responses to inquiries.

### 4. RIGHT TO AUDIT RECORDS

The District may, at reasonable times and places, audit the book and records of any Contractor or Subcontractor in accordance with Arizona State Procurement Code for school districts Section R7-2-1083. Upon request, the contractor shall produce a legible copy of any or all such records.

### 5. 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.

### 6. RELATIONSHIP OF PARTIES

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

### 7. 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, which approval may be withheld in the sole discretion of the Procurement Officer. The District and the Contractor agree that in the event that an attorney providing servicer hereunder changes law firms, the parties may mutually agree to assign this

**contract to the new law firm in order for the District to obtain services from the attorney, provided that the services are provided to the District on the same terms and conditions as set forth herein.**

**8. GENERAL INDEMNIFICATION**

The Contractor shall defend, indemnify and hold harmless the District from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the District on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, representatives in connection with or incident to the performance of this Contract, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of Contractor and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this Section shall not extend to any liability caused by the sole negligence of the District or its employees. This provision shall survive the termination of the Contract.

**9. INDEMNIFICATION - PATENT AND COPYRIGHT**

The Contractor shall defend, indemnify and hold harmless the District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the District of materials furnished or work performed under this Contract. The District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

**10. 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. A list of all proposed subcontractors must be provided with the Offer.

**11. COMPLIANCE WITH APPLICABLE LAWS**

The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws and the Contractor shall maintain all applicable licenses and permits.

**12. PAYMENTS**

The District will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.

**13. ADVERTISING AND PROMOTION OF CONTRACT**

The Contractor shall not advertise or publish information for commercial benefit concerning this Contract, without prior written consent of the District.

**14. PROPERTY OF THE DISTRICT**

Any materials, including reports, computer programs, and other deliverables created under this Contract are the property of the District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the District.

**15. THIRD PARTY ANTITRUST VIOLATIONS**

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

**16. RIGHT TO ASSURANCE**

If the District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. The demand shall be sent to the Contractor by certified mail, return receipt required. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the District's option, be the basis for terminating the Contract.

**17. CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to termination pursuant to A.R.S. 38-511.

**18. GRATUITIES**

The District may, by written notice to the Contractor, immediately terminate this Contract if the District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the District for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. In the event this provision is breached, the District, in addition to any other rights or remedies, shall be entitled to recover damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

**19. TERMINATION FOR CONVENIENCE**

The District reserves the right to terminate the Contract in whole or in part anytime for the convenience of the District without penalty recourse. The Procurement Officer shall give written notice by certified mail, return receipt requested, to the Contractor of the termination at least thirty (30) days before the effective date of the termination. Upon receipt of the written notice, the Contractor shall immediately notify all subcontractors of the effective date of the termination. 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 District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

**20. TERMINATION FOR DEFAULT**

- A. The District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall mail written notice of the termination and the reasons for it to the Contractor by certified mail, return receipt requested.
- B. 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 District.
- C. The District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the District for any excess costs incurred by the District procuring the materials or services.

**21. RIGHT OF OFFSET**

The District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the District or penalties assessed by the District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and penalties described in the Standard Terms and Conditions.

22. **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 District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The District will make reasonable efforts to secure such funds.

23. **CONTRACT CLAIMS**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15, R7-2-1155 through R7-2-1159, as may be amended.

24. **NON-EXCLUSIVE REMEDIES**

The rights and the remedies of the District under this Contract are not exclusive.

25. **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 forms, unless another date is specifically stated in the Special Terms and Conditions.

26. **FORCE MAJEURE**

A. 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; floods; lockout, injunctions-intervention acts or failures or refusal 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. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

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, an oversold condition of the market, inefficiencies, or similar occurrences.
  2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with the Force Majeure term and condition. 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.
  3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
- B. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours after commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed Certified-Return Receipt 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 modification for a period of time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

27. **APPLICABLE TAXES**

- A. Applicable Taxes. The District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
- B. 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 the Contractor shall require all subcontractors to hold the District harmless from any responsibility for taxes, penalties and interest, if applicable, contributions required under federal, and/or state and local and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

28. **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. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

29. **INSPECTION AND TESTING**

The Contractor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this Contract, the Contractor's facilities, and the Contractor's processes for producing the materials. The District shall also have the right to test the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials.

30. **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 District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

31. **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 (1) year after acceptance by the District 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 are used;
  - 3. within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 4. adequately contained, packaged and marked as the Contract may require; and
  - 5. compliant with the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material supplied to the District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials by the District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no expressed or implied warranties or merchant ability fitness.

**32. SHIPPING TERMS**

Prices shall be F.O.B. DESTINATION to any location in the District boundaries, delivered to the specified receiving point(s) as required by the District at the time of order unless stated otherwise in this solicitation. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The District will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

**33. TABULATIONS**

Tabulations will be sent after the BABOQUIVARI UNIFIED SCHOOL DISTRICT Purchasing Department receives a written request. After receipt of request, the District will mail out results within fourteen (14) days after award of contract. Vendor's name may be removed from the District's bidder list if they fail to respond to a solicitation for two (2) consecutive procurements of similar item(s) or service.

## SPECIAL TERMS & CONDITIONS

1. **PROPOSAL OPENING:** Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly, and recorded. All other information contained in proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. Prices will not be read. Proposals will not be subject to public inspection until after contract award.
2. **PRICING:**
  - A. Any pricing proposed must comply with the FCC Lowest Corresponding Price Rule as required by the Universal Service First Report and Order, and restated in the FCC E-Rate Modernization Report and Order, adopted July 11, 2014. The FCC Lowest Corresponding Price rule prohibits an E-rate services offeror from offering or charging E-rate applicants a price higher than the lowest price that the offeror charges to non-residential customers who are similarly situated to a particular school, library, rural health care provider or consortium that purchase directly from the offeror.
  - B. Submitted pricing must identify the cost for all equipment, supplies, and labor, including any costs for campus assessment, project management, documentation, travel, taxes, etc. All taxes, including sales taxes, must be identified separately.
  - C. The products quoted must be eligible for E-Rate compliant with the Schools and Libraries Division Eligible Services List for the current funding year. The costs for services not eligible for E-Rate must be clearly itemized separate from eligible services.
  - D. Submitted pricing must include all items and services identified in the Scope of Work and in the quantities specified; no partial quotes will be accepted.
3. **CONTRACT:** This contract shall be effective from July 1, 2017 through June 30, 2018. If the service acceptance date is after July 1, the contract term may be reduced to expire with the end of the fiscal year at the discretion of the District. The Parties agree that this contract may be renewed at the initiative and option of the District for up to four (4) additional years in increments of one year or less, not to exceed a total of 60 months. The District will provide a (60) day notice to renew or terminate this contract.
4. **CANCELLATION:** The BABOQUIVARI UNIFIED SCHOOL DISTRICT reserves the right to cancel the whole or any part of this contract without cause. The District will issue a written ten (30) day notice of such cancellation.
5. **EVALUATION:** In accordance with the School District Procurement Rules, Competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the District taking into consideration the evaluation factors set forth in the Request for Proposals. Sales tax will not be included in the competitive evaluation of the quote. Evaluation criteria shall include:
  - a. **Cost of ELIGIBLE Services** – Primary evaluation factor.
  - b. **Cost of INELIGIBLE Services** – Ineligible costs exceeding 30% of the total cost proposed may cause the district's E-Rate funding request to be denied according to the FCC's "30% Rule." Such a proposal may be determined to not be cost effective and result in possible disqualification.
  - c. **Acceptable Technical Design / Meets Scope of Work** – Conformance with general specifications and Scope of Work.
  - d. **Vendor Qualifications** – Vendor's experience with providing hosted VoIP solutions, experience with K-12 education, and strength of references.
  - e. **Acceptable Delivery or Completion Date**

6. **DISCUSSIONS:** Discussions may or may not, at the sole discretion of the District, be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements. If discussions occur pursuant to provisions of this paragraph, the District shall issue a request for best and final offers pursuant to Rule R7-2-1048 of the Arizona School District Procurement Rules.
7. **CONFIDENTIAL INFORMATION:** All proposals will be made available for public inspection after the award has been made; except to the extent that, pursuant to the provisions of the Arizona School District Procurement Rules, A.A.C. Rules R7-2-1001, et seq., the Offeror has designated certain information to remain confidential and the District concurs that that information should remain confidential. If an Offeror believes that data in its proposal contains trade secrets or other proprietary information, and should remain confidential and not be disclosed, a statement advising the District of this fact shall accompany the respective document or documents, and such information shall be specifically identified wherever it appears. PROPOSALS SUBMITTED REQUESTING THAT THE ENTIRE PROPOSAL BE HELD CONFIDENTIAL SHALL BE REJECTED AS NON-RESPONSIVE. The District shall not be responsible for disclosure of any confidential material that is not clearly marked as such.
8. **MULTIPLE AWARD:** The proposal will be awarded to only one respondent. The District reserves the right to make multiple contract awards.
9. **QUESTIONS:** All questions must be submitted in writing to Aaron Bates via e-mail at [erate@busd40.org](mailto:erate@busd40.org). Questions will not be accepted after seven (7) days prior to the solicitation due date. Answers to questions will be in the form of an Addendum and will be posted on the District's website (<http://www.iobusd40.org/>) in the Purchasing Department area.
10. **VENDOR REGISTRATION:** Prior to award of contract, the successful offeror shall have a completed Bidder Registration Form on file with the Purchasing Department.
11. **PROPOSAL FORMAT:** Submit one (1) copy of the proposal marked "Original" and an identical copy of the proposal on electronic media; either standard USB flash drive or CD/DVD. Cost incurred in preparation of the submittal or incurred in any manner in response to the document may not be charged to the BABOQUIVARI UNIFIED SCHOOL DISTRICT. Submitted proposals must clearly and prominently identify the Offeror's E-Rate SPIN. Offers shall be tabbed with the following sections in the following order:
  - A. Introductory letter
  - B. Table of content
  - C. Firm's experience and qualifications in providing the requested services, including a statement indicating the level of partnership your organization has with the original equipment manufacturer being proposed.
  - D. List the members of your firm that will be assigned to this account. Please show their education and experience backgrounds and the number of years employed by your firm.
  - E. Reference: Provide at least 3 references preferably school districts in Arizona
  - F. Cost Proposal
  - G. Notarized non-collusion affidavit
  - H. Offeror sheet
12. **E-Rate:** This solicitation and resulting contract is wholly contingent on the successful funding of future E-rate awards from the Universal Services Administration Company and at the option of the Baboquivari Unified School District. The successful vendor shall honor all pricing and contract components regardless of E-Rate funding status. Baboquivari Unified School District agrees to make clear to the successful vendor at the time of purchase whether a purchase is using the E-Rate discount mechanism or is not using the E-Rate discount mechanism, and will seek separate reimbursement through the E-rate process.



## **SCOPE OF WORK – INTERNET CONDUIT/ISP SERVICES**

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The Baboquivari Unified School District is requesting proposals for an Internet Conduit Access and ISP Services to support existing and anticipated instructional and administrative needs of the District. The District is seeking a high reliability solution, and will accept land based copper/Optical Ethernet, Wireless, or other equivalent technologies.

### **INTERNET ACCESS AND ISP SERVICES SPECIFICATIONS:**

The District is seeking a high speed Internet Connection to support the existing and anticipated instructional and administrative needs of the District. The current Internet Access Conduit consists of (3) 100 Mbs provided by Optical Ethernet connected to each of the school locations listed below. The proposal must address each of these requirements:

1. The proposal must include as a minimum 100 Mbs bandwidth, and provide optional pricing for incremental 100 Mbs bandwidth points up to and including a maximum of 1Gbs.
2. Contract must allow for upgrades to quoted bandwidths.
3. Full ISP services are required, including DNS services and public space IP addresses in sufficient quantities.
4. The proposal must identify the cost for all non-recurring expenses, including but not limited to construction of conduit, trenching, campus assessment, engineering, project management, documentation, contingency, installation, configuration, travel, taxes, etc. The Offeror must obtain and pay for all permits and inspections required by all legal authorities and agencies having jurisdiction for the work.
5. Any components provided such as “On-Premise Priority 1” equipment must be new and purchased from the manufacturer, not refurbished or purchased from “secondary markets” or “independent re-furbishers.”
6. The proposal must include a proposed cut-over date.
7. The proposed Internet Conduit must support a Service Level of 99.9% uptime.
8. The proposed network must include a 24 x 7 x 365 monitoring and trouble notification service.
9. A monthly report on trouble tickets must be provided.
10. A monthly report on usage must be provided.
11. The proposed service must provide an automated notification of outages via email and pager or text message.
12. The proposal must state what the Offeror’s policy and procedure is for escalation of unresolved trouble tickets. This statement must include the Offeror’s policy on providing outage credits.

### Required Internet Circuits

| Location  | Address   | Minimum Bandwidth | Maximum Bandwidth | Incremental Bandwidth |
|---|---|-------------------|-------------------|-----------------------|
| <b>Baboquivari Secondary School</b>               | Indian Route 19, Mile Post 19.5<br>Topawa, Az 85634 | 100mbps           | 1gbps             | 100mbps               |
| <b>Baboquivari Intermediate School</b>            | Highway 86, Mile Post 115.5<br>Sells Az 85634       | 100mbps           | 1gbps             | 100mbps               |
| <b>Baboquivari Primary School/District Office</b> | 111 W Main<br>Sells, Az 85634.                      | 100mbps           | 1gbps             | 100mbps               |

## REFERENCES

You may use this form or include your own reference listing

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District/School \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Size of District \_\_\_\_\_ Year(s) Services Provided \_\_\_\_\_

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District/School \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Size of District \_\_\_\_\_ Year(s) Services Provided \_\_\_\_\_

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District/School \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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District/School \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Size of District \_\_\_\_\_ Year(s) Services Provided \_\_\_\_\_

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District/School \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Size of District \_\_\_\_\_ Year(s) Services Provided \_\_\_\_\_

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BABOQUIVARI UNIFIED SCHOOL  
DISTRICT PURCHASING DEPARTMENT  
HIGHWAY 86, MILEPOST 115.5 (PHYSICAL ADDRESS)  
PO BOX 248 (MAILING ADDRESS) SELLS, AZ 85634 520-383-6746

OFFER  
2017-004

TO BABOQUIVARI UNIFIED SCHOOL DISTRICT:

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. Signature also certifies understanding and compliance with BABOQUIVARI UNIFIED SCHOOL DISTRICT's Standard Terms and Conditions.

Arizona Transaction (Sales Privilege) for clarification of this offer, contact:

Tax License No.: \_\_\_\_\_ Federal Employer Identification: \_\_\_\_\_

Name \_\_\_\_\_ Phone/Fax \_\_\_\_\_

\_\_\_\_\_  
Company Name Authorized Signature

\_\_\_\_\_  
Address Printed Name

\_\_\_\_\_  
City State Zip Title

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**ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR 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, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the District.

This Contract shall henceforth be referred to as Contract No. \_\_\_\_\_.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives an executed purchase order or Contract release document from BABOQUIVARI UNIFIED SCHOOL DISTRICT.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_

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DISTRICT AUTHORIZED SIGNATURE NAME & TITLE

NON-COLLUSION AFFIDAVIT

State of Arizona       )  
County of               )

\_\_\_\_\_, affiant.  
(Company Name)

the \_\_\_\_\_  
(Authorized Signature's Title)

\_\_\_\_\_  
(Authorized Signature's Name)

The persons, corporation or company who makes the accompanying Proposal, having first been duly sworn, deposes and states:

That such Proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the 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 has 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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public In and For the

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

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

(My commission expires \_\_\_\_\_, \_\_\_\_\_)

**“NO BID” RESPONSE FORM**  
**BID/RFP 2017-004**

If you do not wish to bid on this solicitation, please provide written notification of your decision. Failure to respond will result in deletion of your name from the District’s vendor listing. This form may be returned to the address listed below, or faxed to 520-383-5441. 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.  
You may receive a copy of this form by mail by contacting our office at 520-383-6746.
- ☐ I no longer wish to do business with BABOQUIVARI 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 Company                           | Date Signed          |       |     |
| Authorized Signature/Local Representative | Telephone/Fax Number |       |     |
| Type Name and Position Held with Company  |                      |       |     |
| Mailing Address                           | City                 | State | Zip |

**Please return this completed form to:**  
BABOQUIVARI UNIFIED SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
HIGHWAY 86, MILEPOST 115.5 (PHYSICAL ADDRESS)  
PO BOX 248 (MAILING ADDRESS)  
SELMA, AZ 85634