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| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Notice of Request for Proposal</b> |                 | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|  | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation     | Page 2<br>of 42 |   |

<http://www.TCUSD.org>

Proposal Responses Due March 13, 2015, not later than 2:00 P.M. Mt Standard Time  
 Proposals Received will be received at 67 Maple Drive, Tuba City, AZ 86045  
 Proposals Received will be opened at Purchasing Department  
 67 Maple Drive, Tuba City, AZ 86045

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposals for the material or services specified will be received by the ***Tuba City Unified School District***, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office**, please call **928-283-1099**. **We are not in an overnight delivery area.**


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

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

Three Copies are request, one marked "original", one marked "copy", and one electronic copy on a thumb drive. Questions please email Walter Fowler at [wfowler@tcusd.org](mailto:wfowler@tcusd.org).

**VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.**

|  |                    |
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| <b>Leah Begay Business Manager</b><br>928-283-1099<br>928-283-1213 Fax | 02/13/2015<br>Date |
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**DOCUMENTS REFERENCED:**

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

Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: [http://azsos.gov/public\\_services/Title\\_07/7-02.htm#Article\\_10](http://azsos.gov/public_services/Title_07/7-02.htm#Article_10)

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

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## UNIFORM INSTRUCTIONS TO OFFERORS


### 1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the 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.
- 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 Qualifications (RFQ).
- L. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District”** means the School District 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.

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

3. **Offer Preparation**

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.

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1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
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

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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. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School 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 School District shall make a determination on whether the stamped information is confidential pursuant to the School District'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 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.

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- 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 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 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. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District’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, Dr. Harold Begay, 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.



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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 of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the 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.
- 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 Qualifications (RFQ).
- L. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District”** means the School District or public entity that executes the Contract.

2. **Contract Interpretation**


- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

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

3. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in

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the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

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

**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 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. The School District 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 is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.
  - 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.
- 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 for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.


**5. Contract Changes**

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| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Uniform General Terms and Conditions</b> |                     | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
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- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of 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 shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
  - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  - 2. Force Majeure shall not include the following occurrences:
    - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
    - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
    - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
  4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

**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 of the materials or services, they shall be:
  1. Of a quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials or services are used;
  3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.

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1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**8. School District's Contractual Remedies**

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
  1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

**9. Contract Termination**


- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly

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involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

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

10. **Contract Claims**

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

**11. Gift Policy**

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

**12. Offshore Performance**

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**13. Contractor’s Employment Eligibility**

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

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

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

**14. Terrorism Country Divestments**

Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.


**15. Fingerprint Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, if this is a cooperative solicitation, the contractor shall comply with the governing body fingerprinting policies of each individual School District.



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1. **Additional Special Instructions**

Offerors shall see the Attachments within the Solicitation for Additional Special Instructions associated with this Solicitation.

2. **Attachment Formats**

All attachments shall be submitted in a format acceptable to the District. Acceptable formats include .doc document (Microsoft Word 2000, XP, or 2003); .xls spreadsheet (Microsoft Excel 2000, XP, or 2003), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

3. **Best and Final Offers**

If discussions are conducted, the District shall issue a written request for best and final offers. The request shall set forth the date, time and place for the submission of best and final offers. Best and final offers shall be requested only once, unless the District makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

4. **Clarifications**

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

5. **Confidential Information**


If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1006, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

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

Any attachment that has confidential information within it cannot be removed once your Proposal has been submitted. If the District finds it is not confidential, the firm may pick up their envelope containing the confidential information and none of the material will be used in the evaluation process. Should the District find in favor of the firm, any information contained in the Confidential Information envelope, will be viewable only by appropriate procurement staff and evaluators.

6. **Contract Award**

The District intends to award a firm-fixed price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after

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evaluation in accordance with the factors and subfactors identified in the solicitation. The District may reject any or all proposals if such action is in the District's best interest.

The District may waive informalities and minor irregularities on proposals received. The offeror's initial proposal should contain the offeror's best terms from a price or cost and technical standpoint. The District reserves the right to conduct discussions (negotiations) if the procurement officer determines them to be necessary. If the procurement officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the procurement officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The District reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the offeror specifies otherwise in the proposal. The District reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the District's best interest to do so. Any exchange with offerors after the receipt of a proposal does not constitute a rejection of counteroffer by the District.

7. **Contract Payment Terms:**

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

8. **Discussions**

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

9. **Electronic Documents**


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

10. **Evaluation**

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

11. **Evaluation Schedule**

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

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12. **Evaluation Criteria**

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

|   | <b>Area of Evaluation</b>  | <b>Points Available</b> | <b>Score</b> |
|---|--|-------------------------|--------------|
| 1 | <b>Cost of ELIGIBLE Services –</b><br>Primary evaluation factor; Maximum points will be awarded to the bidder with the lowest cost of E-Rate eligible services. Each subsequent bidder will receive points proportionately based upon eligible costs.  | 30                      |              |
| 2 | <b>Cost of INELIGIBLE Services –</b><br>Equipment and Services not eligible for E-Rate support. Maximum points will be awarded to the bidder with the lowest cost of services ineligible for E-Rate support. Each subsequent bidder will receive points proportionately based upon ineligible costs. | 20                      |              |
| 3 | <b>Equivalence of Technical Design/Meets Scope of Work –</b><br>Conformance with general and technical specifications. Ability of vendor to meet all timelines for installation.   | 20                      |              |
| 4 | <b>Vendor Qualifications/Level of Partnership with OEM –</b><br>Vendor’s experience, qualifications and certifications of designated staff, level of partnership with the original equipment manufacturer.   | 20                      |              |
| 5 | <b>Past Performance and References -</b><br>Prior record of performance with District and previous customers with similar projects. Quality of provided references.  | 10                      |              |
|   | <b>Total Points</b>  | <b>100</b>              |              |

13. **Deviations and/or Exceptions**

Offerors shall indicate any exceptions they have taken to the instructions, terms, conditions or other requirements of the solicitation.


14. **Lobbying**

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

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

15. **Offerors Responsibility**

The offeror is cautioned that it is the offerors sole responsibility to submit information related to the evaluation categories and that the District of Arizona is under no obligation to solicit such information if

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it is not included with the offerors proposal. Failure by the offeror to submit such information may cause an adverse impact on the evaluation of the offerors proposal.

**16. Responsibility, Responsiveness and Acceptability**

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


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

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

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

**17. Offer Submission, Due Date and Time**

In accordance with the Uniform Instructions 3.1, offers in response to this solicitation shall be submitted in writing with an electronic copy provided within the package. Offers shall be received before the date/time listed in the solicitation's front page. Offers submitted incorrectly, or those that are received on or after the date/time stated in the solicitation, shall be rejected.

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1. **Purpose**

The Tuba City Unified School District is seeking to contract with a qualified firm to provide an upgrade to an outdated infrastructure. The District currently has the need to move its District MDF from Eagle’s Nest Elementary School to the Tuba City Junior High Cafeteria. Construction of a new school is driving this need. Additionally, the District is needs significant network equipment upgrades. However, this solicitation is to cover the future technology needs for our students, staff and infrastructure. Therefore, we hope to award to multiple firms (if possible) for all the services needed by any IT department in any given year.

A. Insurance

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

Successful Offeror will be asked to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming ***Tuba City Unified School District*** as an additional insured party.

Successful Offeror will be required to submit proof of and maintain Worker’s Compensation and Employer’s Liability Insurance as required by law.

B. Safety


Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

2. **Licensees and Certificates:**

The responders to this solicitation must have the appropriate State of Arizona licensees and or certificates for the area of work they propose to the District.

3. **Terms of Award**

It is the intent of the District to award a multi-term contract, beginning during the fiscal year 2014-2015, and continuing until January 2020. If all conditions are met during this period of time, this contract can

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| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Special Terms and Conditions</b> |                     | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|  | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation   | Page<br>22 of<br>42 |   |

be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

4. **Multiple Award**

The District reserves the right to make a multiple award to more than one offeror. The award will be limited to the least number of offerors that the District determines is necessary to meet the needs of the District.

5. **Award Basis**

The successful offeror will be determined by Evaluation Criteria including but not limited to pricing, or other incentives offered. The District reserves the right to award as many term contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone.

If a contractor receives a proposal award, an order is placed and contractor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Request for Proposal, or is unable to hold proposal price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with proposal specifications, as determined by the District, the District reserves the right to go to the next lowest proposal price of equal quality which meets proposal specifications. If the proposal item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to each district's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.


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

6. **Federal Immigration and Nationality Act**

By signing the Offer the Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. 23-214, Subsection A. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract. Failure to comply with a District audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request

7. **Offshore Performance of Work**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the District shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work

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| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Special Terms and Conditions</b> |                     | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|  | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation   | Page<br>23 of<br>42 |   |

performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

8. **Registered Sex Offender Notification Restriction**

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

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

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

9. **Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to R7-2-1155 and rules adopted thereunder.

10. **Billing**

All billing notices must be sent to each district's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by the District will refer to the proposal number of this solicitation.


11. **Price Clause**

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

After initial contract term and prior to any contract renewal, the District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the District.

12. **Award**

It is expected that the award for this contract will be made by late-February 2015. The District reserves the right to ask for a best and final. Interviews may be required to clarify any issues that arise after each RFP is read.

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| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Scope of Work</b>              |                     | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|   | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation | Page<br>24 of<br>42 |   |

Scope of Work

Provide all materials and labor for the installation of ~3500' of (2) 3" and (3) 2" smooth wall interduct from JH Cafeteria new MDF to PS new MDF with (6) vaults along the way to support new buildings, horizontal boring preferred for this section.

Provide all materials and labor for the installation of ~1000' of (2) 3" and (3) 2" smooth wall interduct from new northeast vault to Alternative Education at the North Complex MDF with (1) vault along the way to support new buildings

Provide all materials and labor for the installation of ~5000' of 48-strand OSP fiber from JS Cafeteria new MDF, to PS new MDF, leaving coils in vaults to support future buildings

Provide all materials and labor for the installation of ~3000' of 24-strand OSP fiber from North Complex MDF, to JH Cafeteria new MDF

Provide all materials and labor for the relocation of current ENIS MDF from ENIS to JH Cafeteria, and associated support systems build-out (See equipment list below)

Provide all materials and labor for the installation of build-out of new MDF in JH Cafeteria including raised floor, environmental, electrical etc.

Provide all materials and labor for the installation and factory turn-up of (1) APC Symmetra PX 30KW UPS with (1) APC PDU in each of (4) APC AR3100 cabinets.

Provide all materials and labor for the installation of 12-strand fiber optic cabling from the JH MDF to the MDF at the Primary School.

Provide all materials and labor for the installation of 12-strand fiber optic cabling from the JH MDF to the MDF at the Eagles Nest Intermediate School.

Provide all materials and labor for the installation of 12-strand fiber optic cabling from the JH MDF to the MDF at the Alternative Education School

Provide all materials and labor for the build out of the JH cafeteria office area to become the new TCUSD MDF. This includes removing the hallway door and sealing off the open entry between offices.

Provide all materials and labor for ~400 sq ft of Tate Access Floor, complete with ramp and handrail, raised flooring in the new JH MDF, this floor shall include perf tiles for creating cold aisles in front of the cabinets, for cooling the active equipment from the front of the cabinets, at the air intake of the equipment, or baffling the cabinets to properly receive the conditioned air



Provide and install the Liebert Challenger 10-ton down flow with floor stand indoor unit and outdoor condenser at the locations as required. Provide all rigging to include forklifts as necessary to offload and rig each unit. The condenser will be set on the ground adjacent to the room on concrete pads and anchored as required

Provide all coring as needed for refrigerant pipe runs to the exterior. Provide pipe seal and eyebrow flashing anchored to the wall as needed for a watertight application

Provide and Install refrigerant Dx hard drawn ACR copper piping with long radius 90's set on Unistrut with Hydrazorb vibration clamps from the indoor Challenger unit to the outdoor condenser. Provide all traps as recommended and refrigerant ball valves to be installed for isolation

Provide and install condensate drain piping from connection at the Condensate Pump to existing branch tailpiece at the nearest location. Provide all pipes, valves and fitting with supports as required

Provide and install new humidifier make up water piping from the connection at the nearest water connection complete with RPBP as needed for backflow prevention. Provide all pipes, valves and fitting with supports as required


Provide purge with nitrogen during all brazing of refrigeration piping as needed for the green refrigerant and POE oil

Provide all nitrogen tests, precise evacuation per Liebert standards, and charge with new R-407C refrigerant prior to the factory start up as required

Provide a pre-start up and testing of equipment. Provide Liebert CRAC and APC UPS factory start up coordination.

Provide all materials and labor for the installation of (4) new cabinets to support the new JH MDF

Provide all materials and labor for the relocation of telco demarcation point from ENIS MDF to new JH Cafeteria MDF

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| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Scope of Work</b>              |                     | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|   | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation | Page<br>26 of<br>42 |   |

***New MDF Equipment List***

***Server Upgrades***

Vendor shall furnish and install all materials required to provide a 10-Blade virtual server infrastructure. Each of the 10 physical hosts will have the following minimum specifications:


- Dual Intel® Xeon® E5645 2.4GHz (2.4GHz/6-core/12MB Cache 5.86GT/s) 64 bit Systems
- 128GB RAM Per Host
- 3 Year 24x7 4-Hour On-Site manufacturer warranty (included)
- (20) Windows Datacenter Licenses; licensed per CPU (includes unlimited VM guests per host)
- (20) Microsoft System Center Server Management Suite Datacenter, licensed per CPU
- (20) Microsoft System Center Virtual Machine Manager, licensed per CPU
- Microsoft Lync Server – 450 Licenses

In addition, an iSCSI storage array will be provided and installed that will have 50TB of usable data storage. The iSCSI SAN includes associated and required switching for integration to provide a complete turnkey VM infrastructure.

***Network Equipment Upgrades***

- (2) 6509-E Catalyst Switches with 40G backbone
- (4) 6506-E Catalyst Switches with 40G Backbone
- (9) 3750 48 port 10/100/1000 POE access/Distribution layer switches
- (5) 3750 12 port sfp fiber layer 3 switches
- (1) Ruckus ZoneDirector 5000 with 75 indoor access points and 25 outdoor access points
- (4) APC Symmetra PX 30KW UPS w/PDU

Any brands and models specified above are included in order to establish the level of quality and/or feature set being sought. Equivalent brands can be proposed and will be considered.

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| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Proposal Requirements</b>      |                    | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|  | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation | Page<br>2 of<br>42 |   |

## Proposal Requirements

Three copies of your proposal, one marked “original”, one marked “copy”, and one electronic copy on a thumb drive should be submitted. The ***Tuba City Unified School District*** will not assume responsibility for any costs related to the preparation or submission of the proposal. In order for your proposal to be considered, the following should be included and should be referenced with ***index tabs***:

Tab 1. Information about the proposing firm, including organizational chart, team that will work with the District, Resume’s and timeline to provide services to the District


Tab 2. The Method of Approach for providing these services to the District. Detail how your firm will control costs and still provide services to all eligible students in the least restrictive environment possible. Describe your experience with working with Native American populations? Include at least one example of how the approach might differ from the general population of an urban school.

Address the items on page 25-30 only for the areas you are responding to. Additionally, if other related services are available and could be useful, please list them individually.

Tab 3. Proposal Cost (page 27).  
Your cost must not be a “lump” sum unless it is a not to exceed for that area. The unit for each item, area, or service must be detailed. If you did not list it as a cost, then you will not be allowed to bill the District for that cost.

Tab 4. Questionnaire Form, Insurance Information

Tab 5. Forms: Offer and Acceptance Form, Amendment Acknowledgement Form, Confidential and/or Propriety Form, Non-collusion Affidavit Form, I.R.S. W-9 Form, Request for Taxpayer I.D. Number, Familial Relationship Disclosure Form

|  |  |                    |   |
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| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Questionnaire Form</b>         |                    | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|  | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation | Page<br>2 of<br>42 |   |

A. Provide the name of the person who will be the Installing Provider and the address for the primary servicing office:

- a. Name: \_\_\_\_\_ Title: \_\_\_\_\_
- b. Company Name: \_\_\_\_\_
- c. Address: \_\_\_\_\_
- d. City: \_\_\_\_\_ State: \_\_\_\_\_
- e. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
- f. Email Address: \_\_\_\_\_
- g. SPIN# \_\_\_\_\_

B. Number of years Installing Provider servicing office has been working with School District Clients: \_\_\_\_\_

C. How many years of experience does the Installing Provider have: \_\_\_\_\_

D. What Factory Certifications are you able to document with regards to installation of the equipment or labor you are proposing?

| QTY | Company/Mfr | Name of Certification | Valid Until |
|-----|-------------|-----------------------|-------------|
|     |             |                       |             |
|     |             |                       |             |

E. Will a Team Leader be assigned to our account? Yes \_\_\_\_\_ No \_\_\_\_\_

- a. If yes, identify who: \_\_\_\_\_
- b. How many years of experience does this Leader have handling public entity Erate clients?  
\_\_\_\_\_
- c. How long has this person been with your firm?

F. Provide the single most important reason the District should consider awarding this contract to your firm.


G. Are there any pending reviews or litigation from any previous work in the past five years? If yes, please detail.

H. Have you had any complaints filed with the USAC in the last five years? How were the complaints resolved?


I. How do you screen your employees for fingerprinting?

J. How do you screen for criminal background checks?

K. Does your firm test for drug use prior to hire?

|  |  |                    |   |
|--|--|--------------------|---|
| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District,<br/> #15 Questionnaire Continued</b>         |                    | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|  | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation | Page<br>2 of<br>42 |   |

- L. Do any of your employees have a work-visa?
  
- M. Please include a sample of a typical monthly billing and the detailed backup documentation.

|  |   |                  |   |
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| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Confidential/Proprietary Form</b> |                  | 67 Maple Drive<br>Tuba City, AZ 86045<br>(602) 629-6464 |
|  | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation    | Page<br>of<br>42 |   |

Confidential/Proprietary Submittals (mark one):


\_\_\_\_\_ No confidential/proprietary materials have been included with this offer

\_\_\_\_\_ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions, page 6, #4.C.). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

|  |  |                     |   |
|--|--|---------------------|---|
| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Deviations and Exceptions</b>  |                     | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|  | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation | Page<br>31 of<br>42 |   |

**DEVIATIONS / EXCEPTIONS**

List any deviation or exception for any item listed in this RFP. The item number must be listed and the page it is found on. Any deviation/exception or inability of the provider to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates full compliance with the RFP.


The following deviations/exceptions are being submitted for consideration:

---

The undersigned hereby acknowledges that there are *no deviations/exceptions* to this solicitation:

Signed: \_\_\_\_\_

Date

|  |  |                     |   |
|--|--|---------------------|---|
| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Amendment Acknowledgement Form</b> |                     | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|  | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation     | Page<br>32 of<br>42 |   |


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

Amendment #1 \_\_\_\_\_ Date \_\_\_\_\_

Amendment #2 \_\_\_\_\_ Date \_\_\_\_\_

Amendment #3 \_\_\_\_\_ Date \_\_\_\_\_



|  |  |                    |   |
|--|--|--------------------|---|
| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Drug Free Workplace</b>        |                    | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|  | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation | Page<br>3 of<br>42 |   |

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


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

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

COMPANY NAME: \_\_\_\_\_

VENDOR'S SIGNATURE: \_\_\_\_\_

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

|   |   |                     |   |
|---|---|---------------------|---|
| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Performance Evaluation Survey</b>           |                     | 67 Maple Drive<br>Tuba City, AZ 86045<br>(928) 283-1099 |
|   | RFP: 15-11-22<br>Project: Erate Eligible Internal Connections and<br>Network Equipment Upgrades | Page<br>34 of<br>42 |   |

**The below portion is to be completed by the RFP Offeror.**

|                                    |             |         |
|------------------------------------|-------------|---------|
| _____                              |             |         |
| Offeror Company Name               | 15-11-20    |         |
| _____                              | _____       | _____   |
| Person Completing Survey, Position | Survey ID # | Phone # |

**The below portion is to be completed by the reference/client.**

|  |              |
|--|--------------|
| _____                                  |              |
| Reference Firm's Name                  |              |
| _____                                  |              |
| Name of Contact with Reference Company | Phone Number |

To Whom It May Concern:

Our District has implemented a process that collects past information on vendors. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above firm.

The Firm listed above has chosen to participate in this program. They have listed you as a past and/or present client that they have provided services for. Both the Firm and TCUSD would greatly appreciate you taking the time to complete the accompanying survey.


Please evaluate and score the Performance of the Firm (10 means-you are Always satisfied and have no question about hiring them again, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied and would never hire them again because of very poor performance). If you do not have sufficient knowledge of past performance in a particular area please state "unknown."

| No. | Criteria   | Unit   | Score |
|-----|--|--------|-------|
| 1.  | Rate the installation services provided by this firm as it relates to IT MDF's               | (1-10) |       |
| 2.  | Rate the ability of the Firm to provide organized, tagged, and as-built MDF's                | (1-10) |       |
| 3.  | Rate the ability of the Firm to react to the issues during the initial six month phase       | (1-10) |       |
| 4.  | Was the provider able to control costs and be consistent over the contract period?           | (1-10) |       |
| 5.  | Are Problems/Issues solved in a timely manner?   | (1-10) |       |
| 6.  | Was the team able to provide consistent services?  | (1-10) |       |
| 7.  | Are all your installations complete within the time-frame quoted                             | (1-10) |       |
| 8.  | Was the firm able to provide the needed documentation and respond quickly to USAC inquiries? | (1-10) |       |
| 9.  | Were there increases in the labor costs of services after the first year?                    | (1-10) |       |
| 10. | How long has this firm been your current provider in years?                                  |        |       |

**TOTAL POINTS** \_\_\_\_\_

Thank you for your time and effort in assisting the vendor in this important endeavor. Please fax this questionnaire to **Tuba City Unified School District, Business Office** at 928-283-1236 by March 13, 2015

|              |       |
|--------------|-------|
| _____        | _____ |
| Signature    | Date  |
| _____        | _____ |
| Printed Name | Title |

|  |  |                    |   |
|--|--|--------------------|---|
| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Familial Relationship Disclosure Statement</b> |                    | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|  | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation                 | Page<br>3 of<br>42 |   |

**Familial Relationship Disclosure Statement**

All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offeror and any member of the Governing Board of the Tuba City Unified School District or any employee of the Tuba City Unified School District.:

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, hereby represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of the Tuba City Unified School District or any employee of Tuba City Unified School District. If such a relationship exists, please explain:

---

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)


Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

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

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

|  |  |                     |   |
|--|--|---------------------|---|
| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Offer and Acceptance Form</b>  |                     | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|  | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation | Page<br>36 of<br>42 |   |

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

|   |     |  |
|---|-----|--|
| Company Name  |     | For Clarification of this Offer, contact:<br><br>Name<br>Phone<br>Fax<br>E-mail<br><br><hr style="width: 80%; margin: 0 auto;"/> <b>Signature</b> of Person Authorized to Sign Offer<br><br>Printed Name of Person Authorized to Sign Offer<br><br>Title |
| Arizona Transaction (Sales) Privilege Tax License No. |     |  |
| Federal Employer Identification No.                   |     |  |
| Street Address  |     |  |
| City  |     |  |
| State   | Zip |  |
| Tax Rate (if applicable) ___%                         |     |  |

**CERTIFICATION**

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

1. The submission of the Quotation did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Quotation. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Quotation. Signing the Quotation with a false statement shall void the Quotation, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. By submission of this response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. By submission of this Quotation, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

**ACCEPTANCE OF OFFER**

The offer is hereby accepted.


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

**This contract shall henceforth be referred to as Contract No. 15-11-22**

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
**Authorized signature of the District**

|  |  |                    |   |
|--|--|--------------------|---|
| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Non Collusion Affidavit</b>    |                    | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|  | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation | Page<br>3 of<br>42 |   |

**NON-COLLUSION AFFIDAVIT**

State of Arizona )  
 )  
 County of ) ss.

\_\_\_\_\_, affiant,

the \_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Contractor/Offeror)

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 of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

\_\_\_\_\_  
 \_\_\_\_\_  
 (Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
 Signature of Notary Public in and for the

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

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



**Tuba City Unified School District, #15  
Request for W-9**

RFP: 15-11-22  
Project: Erate Eligible Internal Connections and Network Equipment Upgrades

Page  
3 of  
42

67 Maple Drive  
Tuba City, AZ 86045  
928-283-1099

|  |  |  |  |
|--|--|--|--|
| Form<br>(Rev. December 2014)<br>Department of the Treasury<br>Internal Revenue Service                           | <h3>Request for Taxpayer<br/>Identification Number and Certification</h3>  | <b>Give Form to the<br/>requester. Do not<br/>send to the IRS.</b> |  |
| <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. |  |  |  |
| <b>2</b> Business name/disregarded entity name, if different from above  |  |  |  |
| Print or type<br>See Specific Instructions on page 2.  | <b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small><br><input type="checkbox"/> Other (see instructions) ▶ _____ |  | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small> |
|  | <b>5</b> Address (number, street, and apt. or suite no.)   |  | Requester's name and address (optional)  |
|  | <b>6</b> City, state, and ZIP code   |  |  |
|  | <b>7</b> List account number(s) here (optional)  |  |  |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

|   |   |   |   |  |   |   |   |   |
|---|---|---|---|--|---|---|---|---|
| <b>Social security number</b>   |   |   |   |  |   |   |   |   |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> <tr> <td align="center">-</td> <td align="center">-</td> <td align="center">-</td> <td align="center">-</td> </tr> </table> |   |   |   |  | - | - | - | - |
|   |   |   |   |  |   |   |   |   |
| -   | - | - | - |  |   |   |   |   |
| <b>or</b>   |   |   |   |  |   |   |   |   |
| <b>Employer identification number</b>   |   |   |   |  |   |   |   |   |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> <tr> <td align="center">-</td> <td align="center">-</td> <td align="center">-</td> <td align="center">-</td> </tr> </table> |   |   |   |  | - | - | - | - |
|   |   |   |   |  |   |   |   |   |
| -   | - | - | - |  |   |   |   |   |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)


- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

|  |  |                    |   |
|--|--|--------------------|---|
| <br><small>Tuba City Unified School District No. 15</small> | <b>Tuba City Unified School District, #15</b><br><b>Sole Proprietor Form</b>       |                    | 67 Maple Drive<br>Tuba City, AZ 86045<br>928-283-1099 |
|  | RFP: 15-11-22<br>Project: Network Infrastructure Upgrade/Data<br>Center Relocation | Page<br>3 of<br>42 |   |

**SOLE PROPRIETOR WAIVER**

**NOTE: THIS FORM APPLIES ONLY TO SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.**

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as \_\_\_\_\_ (name \_\_\_\_\_

of Sole Proprietors Business). I am performing work as an independent contractor under this contract for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

|                                     |                    |                 |
|-------------------------------------|--------------------|-----------------|
| Name of Sole Proprietor: _____      |                    |                 |
| Social Security Number: _____       | Telephone #: _____ |                 |
| Street Address/P.O. Box: _____      |                    |                 |
| City: _____                         | State: _____       | Zip Code: _____ |
| Signature of Sole Proprietor: _____ |                    | Date: _____     |

Otherwise submit proof of Workers' Compensation Insurance.

# **SEALED Proposal** Submitted by:

Company Name:

Address:

City, State, Zip:

RFP: 15-11-22

Project: Network Infrastructure Upgrade/Data Center Relocation

Due: March 13, 2015 by 2:00 PM

TO:

Tuba City Unified School District, #15

Procurement Department

67 Maple Drive

Tuba City, AZ 86045





