

SAN FERNANDO ELEMENTARY SCHOOL DISTRICT
VERIFICATION OF RECEIPT OF SOLICITATION

RFP 35-2022-01
School Fiber Optic Connection

NOTICE
Complete and **return this page immediately** to verify receipt of
solicitation

(Please print or type)

Company Name _____

Company Representative _____

Telephone _____

Fax _____

E-mail Address _____

FAX IMMEDIATELY TO (520) 823-4273

OR

E-MAIL TO: ABATES@SANFERNANDO35.ORG

San Fernando Elementary School District
NOTICE OF REQUEST FOR PROPOSALS

Request for Proposal (RFP) Number: 35-2022-01

Material and/or Service: School Fiber Optic Connection

RFP Issuance Date: January 21, 2022

RFP Due Date: February 22, 2022

Time: 3:00 pm local time

**RFP Opening Location: San Fernando Elementary School District
Purchasing Office
1 Schoolhouse Dr.
Sasabe, Arizona 85633**

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.C.C.) put into effect by the State Board of Education pursuant to A.R.S. 15-213, proposals for the materials or services specified will be received by the **San Fernando Elementary School District** at the above specified location, until the time and date cited. All RFP responses must be sealed and clearly marked with the RFP title and number on the outside of the package. Proposals received by the correct time and date will be opened and the name of each Offeror 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 **(520) 823-4243**.

PRE-PROPOSAL CONFERENCE INFORMATION: There is a pre-proposal conference for this solicitation. The pre-proposal conference will be held at the San Fernando Elementary, located at 1 Schoolhouse Dr. Sasabe, AZ 85633 at 10:00 a.m. on February 1, 2022. All interested bidders shall meet at the front lobby, a representative will escort the vendors to the conference 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.**

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

Proposals, **one (1) original and three (3) copies**, must be submitted in a sealed envelope/box with the **RFP number and Offeror's name and address clearly indicated on the package**. All Proposals must be legible and completed in ink or typewritten. In a **separate sealed envelope** provide **one (1) copy** of the proposal on a **USB/flash drive**. The electronic copy must contain the complete proposal, to include the cost proposal information. Additional instructions for preparing a proposal are provided herein.

If you have any questions regarding this solicitation contact:

AARON BATES
Phone: (520) 823-4243
Email: ABATES@SANFERNANDO35.ORG

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San Fernando Elementary School District

NO BID RESPONSE 35-2022-01 School Fiber Optic Connection

If you do not wish to bid on this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason(s) for your decision and return this page. Any Offeror not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the vendors list for those items or services. If a vendor wishes to remain on the vendors list, a no bid response or a request to remain on the list is all that is needed. This form may be returned to the address listed below, or faxed to (520) 823-4273. A "No Bid" will be considered a response.

I am submitting a "No Bid" at this time. Please keep my name on the District's Bidder's List.

I cannot meet the product/service specifications as described in the solicitation due to:

I cannot meet the Terms and Conditions of the solicitation because:

I do not provide services of this nature.

I no longer wish to do business with San Fernando Elementary School District. Please remove my name from the District's Bidders List.

Name of Company

Date Signed

Signature of Person Authorized to Sign Offer

Phone:

Typed Name

Fax:

Title

E-Mail:

Address

City

State

Zip

Please return this completed form to:
San Fernando Elementary School District
Purchasing Department
1 Schoolhouse Dr. Sasabe, Arizona 85633
ABATES@SANFERNANDO35.ORG
Fax # (520) 823-4273

Calendar of Events

The Calendar of Events is an integral part of the Proposal Requirements and Contract Documents. All times refer to Local Time. The calendar of events is subject to change.

Event	Date and Time
Issue Solicitation.....	January 21, 2022
Pre-Proposal Conference.....	February 1, 2022
Proposals Due.....	February 22, 2022
Proposal Evaluations.....	February 23, 2022
Recommendation to Governing Board.....	March 16, 2022

DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this solicitation at the following web addresses:
Arizona Revised Statutes (A.R.S.) is available at <https://www.azleg.gov/ARStitle/>.

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at <https://azsos.gov/rules/arizona-administrative-code>.

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at <https://www.irs.gov/forms-pubs/about-form-w-9>.

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 (Addenda) or Contract Amendments; and any terms applied by law.
- C. ***“Contract Amendment”*** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. ***“Contractor”*** means any person who has a contract with the School District/Public Entity.
- E. ***“Days”*** means calendar days unless otherwise specified.
- F. ***“Exhibit”*** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. ***“Gratuity”*** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. ***“Offeror (Bidder, Vendor)”*** means one who responds to a solicitation.
- I. ***“Procurement Officer”*** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/her designee.
- J. ***“Responsible Offeror”*** means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.
- K. ***“Responsive Offeror”*** means the Offeror who submits a Proposal that conforms in all material respects to this Request for Proposals, Instructions to Offerors and the Plans and Specifications, which are incorporated herein by this reference.
- L. ***“Solicitation”*** means a Request for Proposal (RFP).
- M. ***“Solicitation Amendment (or Addendum)”*** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- N. ***“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.
- O. ***“School District/Public Entity”*** means the School District/Public Entity that executes the contract.

2. INQUIRES

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing the inquiry since it may then be identified as a Proposal and not be opened until after the Proposal due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least three (3) working days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Proposal Conference. If a Pre-Proposal conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.
- I. Standards. Any requests for or inquiries regarding standards referenced in the Solicitation shall be referred to the Solicitation contact person.

3. PROPOSAL PREPARATION

- A. Forms: No Facsimile or Electronically Submitted Proposals. A Proposal 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 or electronically submitted Proposal shall be rejected.
- B. Typed or Ink; Corrections. The Proposal should be typed or in ink. The person signing the Proposal should initial erasures, interlineations or other modifications in the Proposal in ink. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal 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 the Procurement Officer in a written statement specifically references such exception. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal 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 Proposal.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, the person signing the Proposal shall acknowledge each Solicitation Amendment or Addendum. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.
- 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 Proposal Cost 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 Proposal, the School District/Public Entity will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the firm, business, or person submitting this Proposal 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 Proposal. The Offeror shall include a letter with its Proposal 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.

By signing the Offer and Acceptance Form and notarizing the non-collusion affidavit 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. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public

servant in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted Offer or any resulting Contracts, and the vendor may be debarred.

3. The Offeror agrees to promote and offer to the District only those materials and/or services as stated in and allowed for under resultant Contract(s) as District Contract items. Violation of this condition will be grounds for terminating the Contract(s).

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

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform Terms and Conditions;
4. Statement or Scope of Work;
5. Specifications;
6. Attachments;
7. Exhibits;
8. Special Instructions to Offerors; and
9. Uniform Instructions to Offerors

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The District will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

4. SUBMISSION OF PROPOSAL

A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package. **The District is not responsible for the pre-opening of, post-opening of, or failure to open a solicitation not properly addressed or identified.**

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

C. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District/Public Entity. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District/Public Entity pursuant to R7-2-1006.

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

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quotes have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made

or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; 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; and
3. 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; and
4. 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.
5. It has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

- E. Removal from Vendor List. Any Offeror not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the vendors list for those items or services. If a vendor wishes to remain on the vendors list, a no bid response or a request to remain on the list is all that is needed.

5. ADDITIONAL PROPOSAL INFORMATION

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- C. Late Proposals. Proposals received after the stated opening time will not be considered and will be returned to the offeror. The offeror assumes the risk of delay in the mail or in the handling of the mail. Whether sent by mail or by means of personal delivery, the offeror assumes the responsibility for having his proposal deposited on time at the place specified.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/Public Entity reserves the right to:

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

6. AWARD

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/Public Entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/Public Entity's interest, "all or none" Proposals shall be rejected.
- B. Contract Commencement. A Proposal 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 District/Public Entity accepts the Proposal in writing with an authorized signature on the Offer and Acceptance Form and issues a Purchase Order. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the District Representative signs the Offer and Acceptance Form or other official contract form, and once a signed District Purchase Order is issued; unless another date is specifically stated in the Contract.
- D. Final Acceptance. Final acceptance for the School District will be contingent upon the approval of its Governing Board, if applicable.

7. PROTESTS

- A. 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, AARON BATES. A protest of a Solicitation shall be received by the District Representative before the Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
 1. The name, addresses, and telephone number of the protester;
 2. The signature of the protester or its representative;
 3. Identification of the purchasing agency and the Solicitation or Contract number;
 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 5. The form of relief requested.

UNIFORM TERMS AND CONDITIONS

1. CONTRACT INTERPRETATION

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement and integrates all terms incidental hereto and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter of this Contract. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. CONTRACT ADMINISTRATION AND OPERATION

- A. Right to Audit Records. The District may, at reasonable times and places, audit the book and records of any Contractor or Subcontractor in accordance with Arizona State Procurement Code for school districts Section R7-2-1083. 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. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the

Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.

- E. Notices. The School District/Public Entity shall make notices to the Contractor required by this Contract to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. The Contractor shall make notices to the School District/Public Entity required by the Contract 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/Public Entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/Public Entity.

3. COSTS AND PAYMENTS

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity. The Purchase Order number must be referenced on the invoice. The District will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.
- B. Applicable Taxes.
 - 1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes. Offerors are required to provide their Arizona Transaction Privilege Tax Number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current

I.R.S. W-9 Form on file with the School District/Public Entity.

- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

4. **CONTRACT CHANGES**

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. 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 school district shall not unreasonably withhold approval. The District and the Contractor agree that in the event that an attorney providing service hereunder changes law firms, the parties may mutually agree to assign this contract to the new law firm in order for the District to obtain services from the attorney, provided that the services are provided to the District on the same terms and conditions as set forth herein.

5. **RISK AND LIABILITY**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence. The Contractor shall defend, indemnify and hold harmless the District from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the District on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, representatives in connection with or incident to the performance of this Contract, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of Contractor and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this Section shall not extend to any liability caused by the sole negligence of the District or its employees. This provision shall survive the termination of the Contract.

- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. 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/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/testing of or payment for the materials or services by the School District/Public Entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or 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 Contractor shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by District Administration including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. SCHOOL DISTRICT/PUBLIC ENTITY'S CONTRACTUAL REMEDIES

- A. Right to Assurance. If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Terms and Conditions.
- B. Stop Work Order.
1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and

take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.
- D. Non-conforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. CONTRACT TERMINATION

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension to the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the

termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default.

1. In addition to the rights reserved in the Uniform General Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.
3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring 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.

9. CONTRACT CLAIMS

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and AAC R7-2-1155 through R7-2-1200 and rules adopted thereunder.

10. INTEGRITY OF PROPOSAL

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

11. 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.

12. CONTRACTOR’S EMPLOYMENT ELIGIBILITY

By entering into this contract, Contractor warrants compliance with ARS §41-4401, §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.

13. TERRORISM COUNTRY DIVESTMENTS

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

14. SCRUTINIZED BUSINESS OPERATIONS

Per A.R.S. 35-393, A public entity may not enter into a contract with a value of \$100,000 or more with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.

NOTICE: Unless and until the District Court’s injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393-01 (A)) is unenforceable and the District will take no action to enforce it. This written certification is not a mandatory part of the offer as long as the injunction remains in place. Offers will not be evaluated based on whether this certification has been provided.

15. FINGERPRINT AND BACKGROUND CHECKS

In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. Additionally, contractor shall comply with School District Governing Board Policies.

16. CLARIFICATIONS/DISCUSSIONS

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

B. Discussions. After initial receipt of statements of qualifications, the School District/Public Entity reserves the right to conduct discussions with Offerors whose statements of qualifications are determined to be

reasonably susceptible of being selected for the short list of vendors to receive the Request for Proposal. Discussions occur when oral or written communications between the School District/Public Entity and the Offeror are conducted for the purpose of clarification and to ensure complete understanding of the statement of qualifications, the proposed contract, and/or relative methods of approach for providing the specified construction services. The School District/Public Entity will not help the Offeror bring its statement of qualifications up to the level of other such statements through discussions. During any discussions, the District will not provide any information about other Offerors statements of qualifications.

17. CONFIDENTIAL/PROPRIETARY INFORMATION

- A. Confidential Information Request. If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District/Public Entity of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears on the CONFIDENTIAL/PROPRIETARY SUBMITTALS Form. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Offeror in writing of such determination. The District will only review the specific areas listed on the CONFIDENTIAL/PROPRIETARY SUBMITTALS Form and will not review the entire proposal for confidential information indicators.
- B. Pricing. The School District/Public Entity will not consider pricing to be confidential or proprietary.
- C. Public Record. All Proposals submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official by appointment.

SPECIAL TERMS & CONDITIONS

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) the purpose is to provide leased School Fiber Optic Connection district-wide.
2. **PRE-PROPOSAL CONFERENCE INFORMATION:** There is a pre-proposal conference for this solicitation. There is a pre-proposal conference for this solicitation. The pre-proposal conference will be held at the San Fernando Elementary, located at 1 Schoolhouse Dr. Sasabe, AZ 85633 at 10:00 a.m. on February 1, 2022. All interested bidders shall meet at the front lobby, a representative will escort the vendors to the conference area.
3. **PROPOSAL OPENING:** Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly, and recorded. All other information contained in proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. Prices will not be read. Proposals will not be subject to public inspection until after contract award.
4. **CONTRACT TYPE:** Fixed price – Prices shall be firm for the term of the contract. Price negotiations are only available upon annual contract renewal.
5. **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.
 - A. Any pricing proposed must comply with the FCC Lowest Corresponding Price Rule as required by the Universal Service First Report and Order, and restated in the FCC E-Rate Modernization Report and Order, adopted July 11, 2014. The FCC Lowest Corresponding Price rule prohibits an E-rate services offeror from offering or charging E-rate applicants a price higher than the lowest price that the offeror charges to non-residential customers who are similarly situated to a particular school, library, rural health care provider or consortium that purchase directly from the offeror.
 - B. Submitted pricing must identify the cost for all equipment, supplies, and labor, including any costs for campus assessment, project management, documentation, travel, taxes, etc. All taxes, including sales taxes, must be identified separately.
 - C. The products quoted must be eligible for E-Rate compliant with the Schools and Libraries Division Eligible Services List for the current funding year. The costs for services not eligible for E-Rate must be clearly itemized separate from eligible services.
 - D. Submitted pricing must include all items and services identified in the Scope of Work and in the quantities specified; no partial quotes will be accepted.
6. **OFFEROR REQUIRED CONTRACT/AGREEMENT:** If the Offeror will require the School District/Public Entity to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The District reserves the right to accept or reject all or part of the agreement.
7. **CONTRACT TERM:** This contract shall be effective from July 1, 2022 through June 30, 2027, effective upon vendor contract acceptance and the issuance of a Purchase Order. If the service acceptance date is after July 1, the contract term may be reduced to expire with the end of the fiscal year at the discretion of the District. The Parties agree that this contract may be renewed at the initiative and option of the District for up to five (5) additional years in increments of one year or less, not to exceed a total of 120 months. The District will provide a (60) day notice to renew or terminate this contract.
8. **DEMONSTRATIONS/INTERVIEWS:** Demonstrations and interviews are not required for this RFP.

9. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1048, the School District/Public Entity shall issue a written request for best and final offers. If Offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer.
10. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the District requires an offer in response to this solicitation to be valid and irrevocable for 90 days after the opening time and date to allow the District sufficient time to evaluate the responses.
11. **EVALUATION:** In accordance with the School District Procurement Rules, Competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the District taking into consideration the evaluation factors set forth in the Request for Proposals. Sales tax will not be included in the competitive evaluation of the quote. Evaluation criteria shall include:
 - A. Cost of Eligible Services. (40 points)
 - B. Acceptable Technical Design. (30 points)
 - C. Acceptable Delivery Date. (20 points)
 - D. Quality of References and Previous Experience with the District. (10 points)
12. **AWARD BASIS:** This contract is intended to be a single award. The District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.
13. **VENDOR REGISTRATION:** Prior to award of contract, the successful offeror shall have a completed W-9 and San Fernando Elementary School District Vendor Application on file with the Purchasing Department.
14. **DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to the District premises. The Contractor shall hold and save the District free and harmless from liability of any nature or kind arising from use, trespass, or damage occasioned by the Contractor's operations on premises or third persons.
15. **BILLING:** All billing notices **must** be sent to the district's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Invoices must breakdown the costs for each service/part. Payment will be made only after submission of proper invoices as required by the District and within applicable State law and satisfactory acceptance of the services. Payment of any claim shall not preclude the District from making claim for adjustment on any services found not to have been in accordance with the general conditions.

No legal liability on the part of the District for any payment may arise for performance under any contract resulting from this RFP beyond the current fiscal year unless funds are made available for continuing such contract. Funding for this project is contingent upon availability of District funds at the time of contract award and at each renewal period. The District may undertake or award contracts for additional services and the Offeror shall fully cooperate with such other service providers or employees. The District shall equitably enforce this section as to all personnel, to prevent imposition of unreasonable burdens on any one area.

Invoices are to be mailed to:

**San Fernando Elementary School District
Attn: Accounts Payable
1 Schoolhouse Dr.
Sasabe, AZ 85633**

16. **REFERENCES:** Please provide references from three (3) organizations, preferably within Arizona, from within the last two years. The references should be for similar services/goods. References shall not be requested from employees or board members of the San Fernando Elementary School District.
17. **QUESTIONS:** All questions must be submitted in writing to Aaron Bates via e-mail at ABATES@SANFERNANDO35.ORG. Questions will not be accepted after three (3) days prior to the solicitation due date. Answers to questions will be in the form of an Addendum and will be posted on the District's website (www.SanFernando35.org) in the Purchasing Department area.
18. **CONTRACT CANCELLATION:** This contract is subject to cancellation pursuant to A.R.S. §38-511. This contract is critical to the District and the District reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any material obligation, term or condition of the contract. The District shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:
- A. The Contractor provides goods/services that does not meet the specification of the contract;
 - B. The Contractor fails to adequately perform the scope of work set forth in the specifications of the contract;
 - C. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
 - D. The Contractor fails to make progress in the performance of the contract and/or gives the District reason to believe that the contractor will not or cannot perform to the requirements of the contract.

The District may resort to any single or combination of the following remedies:

- A. Cancel any contract;
 - B. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the Contractor.
 - D. In case of default, the District reserves the right to purchase materials, or to complete the required work in accordance with the School District Procurement Rules. The District may recover reasonable excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond; or
 - iii. Any combination of the above or any other remedies as provided by law.
19. **INSURANCE:** Offeror agrees to maintain such insurance as will fully protect Offeror and the School District/Public Entity 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 School District/Public Entity.

Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the District, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the District, and any insurance or self-insurance maintained by the District shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage under the insurance policies to protect the District. The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided, to the District under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the District, at its option, may require the Contractor to secure payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The District reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The District shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the District's right to insist on strict fulfillment of Contractor's obligations under this contract. The insurance policies required by this Contract, except Workers' Compensation, shall name the District, its agents, representatives, officers, directors, officials and employees as Additional Insured. The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery against the District, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Commercial General Liability - CONTRACTOR shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contract coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, he/she shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the Performance of this Contract.

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and

state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$ 1,000,000 disease policy limit. In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

CERTIFICATES OF INSURANCE - Prior to commencing work or services under this Contract, Contractor shall furnish the District with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage's, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the District fifteen (15) days prior to the expiration date.

CANCELLATION AND EXPIRATION NOTICE - Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the District.

20. **LICENSES:** Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.
21. **REGISTERED SEX OFFENDER RESTRICTION:** Pursuant to this contract, the Contractor agrees by acceptance of this contract that no employee of the Contractor or a subcontractor of the Contractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The Contractor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.
22. **CONTRACT DISPUTES:** Disputes arising from this contract shall be resolved in accordance with the School District Procurement Rules proposed and/or adopted by the Arizona Department of Education for contract claims disputes. The code's adjudicative process must be exhausted before a court system is allowed to rule on any dispute; and that contract disputes will be resolved consistent with the code. The code's adjudicative requirements supersede contractual alternative dispute resolutions.
23. **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.
24. **SAFETY DATA SHEETS:** When applicable, the Contractor shall provide Safety Data Sheets (SDS) that complies with OSHA Code of Federal Regulations (CFR) 29, section 1910.1200 for all chemicals intended for use in District facilities.
25. **OFFEROR'S EMPLOYEES:** Offeror agrees that the individuals provided to the District on a temporary basis are the Offeror's, not the District's employees. Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that the Offeror and any employees working for the Offeror are the sole responsibility of the Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

- Workers' Compensation Insurance
- Federal and State Unemployment Taxes
- Federal and State Withholding and Reporting Requirements Unemployment Compensation Insurance
- Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with the District, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay. The District will not provide the Offeror or its employees any business registrations or licenses that may be required. The District will not combine business operations with the Offeror.

In compliance with all applicable laws, the Offeror shall, at no charge to the District, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for the District to ascertain that there is no history of behavior that would make the individual unsuitable to work in a school setting. These checks must be completed before the individual provides any services to the District. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes 15-512 and/or 15-534, as applicable. At any time, the District will have access to and receive copies of the results of the Offeror's drug/alcohol test or fingerprint/reference/background checks. At any time, and for any reason, the District may request or reject any of the Offeror's employees. Offeror agrees to comply with the District's rules, regulations, and policies, as the District may modify from time to time.

No one except authorized employees of the Contractor is allowed on the premises of the San Fernando Elementary School District. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of the employee from District buildings. It shall be a requirement of the Contractor to have all staff performing work at the District sites pass security screening.

26. **REMOVAL OF CONTRACTOR'S EMPLOYEES:** The Contractor agrees to use only experienced, responsible and capable people in the performance of the work. The District may require that the Contractor remove from the job covered by this contract any employee who endangers persons or property, or whose continued employment under this contract is inconsistent with the interest of the San Fernando Elementary School District.
27. **FINGERPRINTING:** Please refer to paragraph fifteen (15) under "Uniform General Terms and Conditions."
28. **ENGLISH SPEAKING REQUIREMENT:** The Contractor's job supervisor and additional personnel as deemed necessary by the Operations Department must be literate and fluent in the English language. This requirement is necessary due to the following reasons that include but are not limited to:
1. Warnings of emergencies and hazards,
 2. Preparation of reports as specified,
 3. Communication with San Fernando Elementary School District Administrators and Staff.

Due to the significance of the above listed reasons, the English requirement is to enhance communications between the Contractor representatives, the Operations Department, and the District Departmental staff.

29. **EQUIPMENT AND SUPPLIES:** The Contractor shall furnish **ALL** equipment, materials and supplies necessary to properly perform the requirements under this contract and the scope of work.

30. **WORK OPERATIONS:** When applicable, hallways and walkways must never be used for storing equipment, supplies, or debris. All combustible materials must be stored in covered fire rated metal containers and disposed of daily.
31. **WORK SCHEDULE:** Services shall be scheduled and performed as requests are received by the District.
32. **MINIMUM WAGE RATE:** Contractor must pay a minimum wage, which conforms to Federal Regulations, to Contractor's employees engaged in the performance of service to the San Fernando Elementary School District. If minimum wage requirements increase during the term of the contract, the contractor may request an increase based on the following:
- A. The direct cost of the increase paid to the employee (below new minimum wage) plus F.I.C.A.
 - B. The increase will be allowed only for employees who are currently paid minimum rate or a rate less than the new minimum.
 - C. The increase will be allowed only on hours that the contractor can document through payroll records.
 - D. The Director of Facilities and the Director of Finance must approve the increase in writing prior to rate being invoiced. The San Fernando Elementary School District Governing Board must formerly approve any increase.
33. **ADDITIONS/DELETIONS OF SERVICE:** The District reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the Proposal price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the District.
34. **CONTRACT COMPLIANCE MONITORING:** The Director of Facilities shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the District all records and accounts relating to the work performed under this Contract.
35. **SECURITY AND PRIVACY:** The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The District shall be notified immediately upon receipt of any such order of court pertaining to production of such information. The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.
36. **CONFIDENTIAL INFORMATION:** Confidential Information is any information of any kind, nature, or description that concerns any matters affecting or relating to the business or operations of the District; and/or the products, plans, processes, student data, employee data, or other data of the District. The awarded vendor shall keep any Confidential Information from the District in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to of this information to outside sources. The District reserves the right to immediately sever any Contract with the Vendor should any form of disclosure and/or misuse of Confidential Information take place. The District shall also be required to report the misuse of Confidential Information to law enforcement and/or all other appropriate regulatory agencies, as required by statute or

District policy under the Family Education Rights to Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Genetic Information Non-Discrimination Act of 2008 (GINA), and the Social Security Protection Act of 2004 (SSPA).

37. **INDEMNITY:** Offeror shall be entirely and solely responsible for its actions and the actions of its employees while providing services under this Agreement. Offeror agrees to indemnify and hold District and all employees harmless against all claims, demands, suits, awards and judgments made or recovered by any persons or agencies due to the actions of Offeror or its employees and/or subcontractors during the rendering of services under this Agreement.
38. **COMPLIANCE WITH LAWS AND REGULATIONS:** All services rendered by the Offeror and its employees and/or subcontractors under or pursuant to this Agreement shall conform with and be in full compliance with all applicable laws, rules, ordinances and regulations adopted by or required by any federal, state, city or town governmental agency. Offeror shall obtain all necessary permits and licenses required.
39. **MINIMUM:** For contracts requiring tangible goods, the District will not be bound to purchase a minimum quantity during the contract period. The District reserves the right to increase or decrease any estimated quantities.
40. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the right to obtain like goods or services from other sources.
41. **INSPECTION:** All services/materials are subject to final inspection and acceptance by the School District/Public Entity. Services/materials failing to meet the requirements of this contract will be held at Offeror's risk.
42. **OFFEROR RESPONSIBILITY:** The successful Offeror shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District. The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.

The successful Offeror shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of federal, state and municipality safety laws. Successful Offeror agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.

The successful Offeror must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Offeror's responsibility to ensure continuation of service.

The successful Offeror must provide adequate training for all contracted employees providing services under this contract. The successful Offeror must make employees aware of the requirements of the contract including but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

43. **LOCAL REPRESENTATIVE:** The district will require the awarded vendor to have a physical location within the

United States, as well as a dedicated local representative within the United States who must have the capability to travel and visit the district on an as needed basis. Offeror shall assign one (1) staff representative dedicated to the San Fernando Elementary School District contract and its execution. All costs associated with the one (1) staff representative shall be built into the contract's rate.

44. **AUTHORITY:** This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration of any resulting contract may be made without the express written approval of the School District/Public Entity in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Such changes, including unauthorized written Contract amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim based on those changes. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
45. **DEVIATIONS TO PROPOSAL:** Any deviation from the general or special terms and conditions, specifications/scope of work, or instructions to Offerors shall be described fully and appended to the Deviation Form or on the Offeror's letterhead. Exceptions must be signed by an authorized representative of the company. Such appendages shall be considered part of the Offeror's formal Proposal. For the absence of any statements of deviation or exception, the Proposal shall be accepted as in strict compliance with all terms and conditions.
46. **TABULATIONS:** Requests for proposal tabulations must be sent to San Fernando Elementary School District representative, Aaron Bates, through a written request. Requests should be emailed to Abates@sanfernando35.org.
47. **E-RATE:** This solicitation and resulting contract is wholly contingent on the successful funding of future E-rate awards from the Universal Services Administration Company and at the option of the San Fernando Elementary School District. The successful vendor shall honor all pricing and contract components regardless of E-Rate funding status. San Fernando Elementary School District agrees to make clear to the successful vendor at the time of purchase whether a purchase is using the E-Rate discount mechanism or is not using the E-Rate discount mechanism, and will seek separate reimbursement through the E-rate process.

FEDERAL TERMS & CONDITIONS

1. **PROGRAM REGULATIONS:** Contractor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contractor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250.

Contractor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contractor's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements.

2. **BUY AMERICAN PROVISION:** Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.
3. **SMALL BUSINESS, MINORITY-OWNED FIRMS, AND WOMEN'S BUSINESS ENTERPRISES:** In accordance with OMB Circular A-110, the District shall make a positive effort to utilize small businesses, minority-owned firms, and women's business enterprises (SMWBE), whenever possible by 1) ensuring that SMWBE are used to the fullest extent practicable; 2) making information on forthcoming opportunities available and arranging time frames for purchases and contracts to encourage and facilitate participation by SMWBE; 3) considering in the contract process whether firms competing for larger contracts intend to subcontract with SMWBE; 4) encouraging contracting with consortiums of SMWBE when a contract is too large for one of these firms to handle individually; and 5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of SMWBE.
4. **DISCLOSURE OF LOBBYING ACTIVITIES:** Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, Contractor must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)
5. **CERTIFICATION REGARDING LOBBYING:** Pursuant to 31 USC 1352, Contractor must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. By signing the Offer & Acceptance form, Contractor shall certify that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. (Only applies to contracts over \$100,000)
6. **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** Offeror agrees that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.
7. **CIVIL RIGHTS COMPLIANCE:** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

8. **CLEAN AIR ACT, CLEAN WATER ACT, AND ENVIRONMENTAL PROTECTION AGENCY REGULATION :** Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The SFA will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. (Only applies to contracts over \$100,000)
9. **CONTRACT WORK HOURS AND SAFETY STANDARD ACT:** Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$2,500)
10. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** By signing the Offer & Acceptance form, Contractor shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. Contractor shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)
11. **ENERGY POLICY AND CONSERVATION ACT:** Contractor shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871.)
12. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).
13. **E-VERIFY REQUIREMENT:** The Offeror complies and maintains compliance with the Federal Immigration and Nationality Act (FINA), ARS §41-4401 and §23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with E-Verify Employee Eligibility Verification Program.
14. **RECORD KEEPING:** The books, documents, papers and records of Contractor pertaining to operations under this Agreement shall be available to the SFA at any reasonable time. These records are subject to inspection or audit by duly authorized representatives of the SFA, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place.
The SFA shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).
15. **INVOICING:** Contractor fully discloses all discounts, rebates, allowances and incentives received by Contractor from its suppliers. If Contractor receives a discount, rebate, allowance, or incentive from any supplier,

Contractor must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).

No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in Contractor receiving payments in excess of the Contractor's actual, net allowable costs. 7CFR§210.21 (f)(2)

16. **TERMINATION CLAUSE:** The contract may be terminated for cause and for convenience by the SFA. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)
17. **TERRORISM COUNTRY DIVESTMENTS.** In accordance with A.R.S. §35-392, District is prohibited from purchasing a company that is in violation of the Export Administration Act.
18. **BOYCOT OF ISRAEL:** In accordance with A.R.S. §§ 35-393, the offeror is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

EDGAR CERTIFICATION

The following certifications and provisions are required and apply when a District expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and awarded Vendor (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds:

- 1. **CONTRACTOR VIOLATION OR BREACH OF CONTRACT TERMS :** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when the District expends federal funds, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES Initials of Authorized Representative of Vendor _____

- 2. **TERMINATION FOR CAUSE OR CONVENIENCE:** Termination for cause and for convenience by the grantee, or subgrantee, including the manner by which it will be affected, and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when the District expends federal funds, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the District best interest.

Does Vendor agree? YES Initials of Authorized Representative of Vendor _____.

- 3. **EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when the District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree? YES Initials of Authorized Representative of Vendor _____.

4. **DAVIS-BACON ACT:** When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of \$2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The District must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when the District expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES Initials of Authorized Representative of Vendor ____.

5. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when the District expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does Vendor agree? YES Initials of Authorized Representative of Vendor ____.

6. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor

agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES Initials of Authorized Representative of Vendor _____.

7. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT:** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES Initials of Authorized Representative of Vendor _____.

8. **DEBARMENT AND SUSPENSION:** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES Initials of Authorized Representative of Vendor _____.

9. **BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by the District, Vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that: No Federal appropriated funds have been paid or will be paid for 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all covered sub- awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES Initials of Authorized Representative of Vendor _____.

10. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS:** When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES Initials of Authorized Representative of Vendor _____.

11. **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT:** When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES Initials of Authorized Representative of Vendor _____.

12. **CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT:** It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non- discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES Initials of Authorized Representative of Vendor _____.

13. **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS:** the District has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES Initials of Authorized Representative of Vendor _____.

14. **CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336:** Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records

of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES Initials of Authorized Representative of Vendor _____.

15. **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS:** Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES Initials of Authorized Representative of Vendor _____.

EDGAR CERTIFICATION ACKNOWLEDGEMENT

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED WITHIN PAGES 32-35 OF THIS SOLICITATION.

Vendor's Name:

Address, City, State, and Zip Code:

Phone Number:

Fax Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative:

Date:

MINORITY/WOMEN BUSINESS ENTERPRISE AND HISTORICALLY UNDERUTILIZED BUSINESSES

Bidding companies that have been certified by the State of Arizona as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies) Yes No
Vendor certifies that this firm is a HUB (Required by some participating agencies) Yes No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your bid response in the Response Attachments section.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name:

Address, City, State, and Zip Code:

Phone Number:

Fax Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative:

Date:

SCOPE OF WORK

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

INTERNET ACCESS AND ISP SERVICES SPECIFICATIONS:

The current Internet Access Conduit is 50 mbps provided by Wireless Microwave connected to the District Hub location San Fernando Elementary School, 1 School House Road, Sasabe, Az. The proposal must address each of these requirements:

1. The proposal must include as a minimum 50mbps bandwidth and provide optional pricing for incremental 10 mbps bandwidth points up to 100mbps, 100mbps increments up to and including a maximum of 1 Gbps.
2. Contract must allow for upgrades to quoted bandwidths.
3. Full ISP services are required, including DNS services and public space IP addresses in sufficient quantities.
4. The proposal must identify the cost for all non-recurring expenses, including but not limited to construction of conduit, trenching, campus assessment, engineering, project management, documentation, contingency, installation, configuration, travel, taxes, etc. The Offeror must obtain and pay for all permits and inspections required by all legal authorities and agencies having jurisdiction for the work.
5. Any components provided such as "On-Premise Priority 1" equipment must be new and purchased from the manufacturer, not refurbished or purchased from "secondary markets" or "independent re-furbishers."
6. The proposal must include a proposed cut-over date.
7. The proposed Internet Conduit must support a Service Level of 99.9% uptime.
8. The proposed network must include a 24 x 7 x 365 monitoring and trouble notification service.
9. A monthly report on trouble tickets must be provided.
10. A monthly report on usage must be provided.
11. The proposed service must provide an automated notification of outages via email and pager or text message.
12. The proposal must state what the Offeror's policy and procedure is for escalation of unresolved trouble tickets. This statement must include the Offeror's policy on providing outage credits.

SUBMITTAL REQUIREMENTS

1. GENERAL

- 1.1 All interested and qualified Offerors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Offeror has read and understands this entire Request for Proposals (RFP), to include all appendices, attachments, exhibits, schedules, and addendum or amendments (as applicable) and agrees that all requirements of this RFP have been satisfied.
- 1.2 Proposals must be submitted in the format prescribed on **Page 42**. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 1.3 The proposals must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.
- 1.4 All proposals and materials submitted become the property of the District.

2. PROPOSAL PRESENTATION

- 2.1 **One (1) original and three (3) copies** must be submitted in a sealed envelope/box with the **RFP number and Offeror's name and address clearly indicated on the package**.
- 2.2 In a **separate sealed envelope** provide **one (1) copy** of the proposal on a **USB/flash drive**. The electronic copy must contain the complete proposal, to include the Cost Proposal information.
- 2.3 The material must be in sequence and related to the RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. Please **DO NOT** spiral bind the copies of your proposal.
- 2.4 The District will not assume responsibility for any costs related to the preparation or submission of the RFP.

PROPOSAL FORMAT

1. The material should be **in sequence** and related to the RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. Submit one (1) copy of the proposal marked "Original" and an identical copy of the proposal on electronic media; either standard USB flash drive or CD/DVD. Cost incurred in preparation of the submittal or incurred in any manner in response to the document may not be charged to the SAN FERNANDO ELEMENTARY SCHOOL DISTRICT. Submitted proposals must clearly and prominently identify the Offeror's E-Rate SPIN. Offers shall be tabbed with the following sections in the following order:
 - A. Introductory letter
 - B. Table of content
 - C. Firm's experience and qualifications in providing the requested services, including a statement indicating the level of partnership your organization has with the original equipment manufacturer being proposed.
 - D. List the members of your firm that will be assigned to this account. Please show their education and experience backgrounds and the number of years employed by your firm.
 - E. Reference: Provide at least 3 references preferably school districts in Arizona
 - F. Cost Proposal
 - G. EDGAR Certification
 - H. Minority/Women Business Enterprise (MWBE) or Historically Underutilized Business (HUB) acknowledgement and certification; if applicable
 - I. Notarized Non-Collusion Affidavit
 - J. Offer and Acceptance
 - K. Insurance Documentation/ Other Forms - Proof of worker's compensation and employer's liability insurance as required by law.
 - L. Deviations and Exceptions Form, Confidential/Proprietary Submittals Form
 - M. Vendor Application and Signed I.R.S. W-9 Form.

The proposal should be submitted in a three ring binder, or similar presentation format. Please do not spiral bind the proposal or copies.

DEVIATIONS AND EXCEPTIONS

Offerors shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions (mark one):

_____ No exceptions

_____ Exceptions taken (describe - attach additional pages if needed)

Firm

Authorized Signature

CONFIDENTIAL/PROPRIETARY SUBMITTALS

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 General Terms and Conditions, paragraph 17).

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. The School District/Public Entity will not consider pricing to be confidential or proprietary.

Firm

Authorized Signature

OFFER AND ACCEPTANCE

This Offer and Acceptance form must be submitted with a signature by the representative authorized to sign the Offer on behalf of the Offeror. The representative must initial any erasures, interlineations or other modifications in the Offer. **Failure to sign this Offer and Acceptance form, or to initial any erasures, interlineations or other modifications as indicated, may result in rejection of the Offer.**

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

Signature of Representative of Offeror: _____

Printed Name of Representative: _____

Mail Address _____

Fed ID No. _____ AZ Transaction Privilege (Sales) Tax License No. _____

Telephone No. _____ Email _____

Company Website _____

ACCEPTANCE OF OFFER

The Proposal 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 Proposal as accepted by the School District/Public Entity.

This contract shall henceforth be referred to as **Contract No 35-2022-01**. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed.

Awarded this _____ day of _____ 20__

By:

District Authorized Signature

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

_____, affiant,
(Name)

the _____
(Title)

(Contractor/Bidder)

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 Bidder has not directly or indirectly induces or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

(Title)

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

Signature of Notary Public in and for the
County of _____
State of _____

Use the checklist below to ensure you have the required items included in your proposal.

- ___ Proposal original copy, to include:
 - ___ Addendum Acknowledgement(s); if applicable
 - ___ Confidential Proprietary Submittals Form
 - ___ Non Collusion Affidavit
 - ___ Deviations and Exceptions Form
 - ___ Offer and Acceptance Form
 - ___ EDGAR Certification
 - ___ Minority/Women Business Enterprise (MWBE) or Historically Underutilized Business (HUB) acknowledgement and certification; if applicable
 - ___ Insurance Certificate
 - ___ Other information as requested in the solicitation

- ___ Copies of Proposal, number of copies required indicated on page 2 of RFP
- ___ Complete Copy of Proposal on USB (sealed separate envelope)
- ___ Attach the label below to the front of your proposal container

IF A VENDOR CHOOSES TO OBTAIN THE SOLICITATION VIA THE WEBSITE, THE VENDOR IS RESPONSIBLE TO VERIFY ANY ADDENDUMS THAT MAY HAVE BEEN ISSUED PRIOR TO THE OFFER OPENING.

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

SEALED PROPOSAL

Do not open this package until the due date and time listed below

Submitted by:
Company Name:

Address:

City, State, Zip:

Deliver To:
San Fernando Elementary School District
Attn: Purchasing Department
1 Schoolhouse Dr.
Sasabe, AZ 85633

RFP 35-2022-01 School Fiber Optic Connection
Opening Date: February 22, 2022 at 3:00 p.m. Local AZ Time*
***proposals received after this date and time will not be opened**

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