1001 W. Roger Road, Tucson, AZ 85705 • TDD (520) 696-5055

• TDD (520) 696-5055

# **PURCHASING DEPARTMENT**

# Brenda Widugiris

Purchasing/Warehouse Manager

(520) 696-3713

Fax (520) 696-3709

E-Mail: [bwidugiris@amphi.com](mailto:bwidugiris@amphi.com)

Deanna M. Day, M.Ed.

President

Jo Grant

Vice President

Scott A. Leska

Julie Cozad, M.Ed.

Kent Paul Barrabee, Ph.D.

Governing Board Members

SUPERINTENDENT

Patrick Nelson

September 10, 2015

**Amphitheater Public Schools**

**Request for Proposal (RFP) 15-0006**

**Wide Area Network (WAN) Services District-Wide**

You are invited to submit a proposal for Wide Area Network (WAN) Services District-wide for Amphitheater Public Schools (the District). **Sealed proposals will be received by the Purchasing/Warehouse Manager for Amphitheater Public Schools at 1001 W. Roger Rd Tucson, AZ 85705 up to and before 2:00 P.M. local time on Tuesday, October 13, 2015.** Proposals will be opened and publicly read aloud at that time.

**\*\*\*No verbal, telephoned, e-mailed, or faxed proposals will be accepted. \*\*\***

Envelopes containing the proposals must be sealed and addressed to Brenda Widugiris, Purchasing/Warehouse Manager, Amphitheater Public Schools, 1001 W. Roger Road, Tucson, AZ 85705 and be identified as **“RFP 15-0006 Wide Area Network (WAN) Services District-wide”.**

Sealed proposals shall contain one (1) hard copy labeled “ORIGINAL” and three (3) hard copies labeled “COPY”. Also, included in the envelope shall be a completed W-9 form and an electronic copy of the submittal on either a CD or USB/flash drive. (Note: This is to comply with any public records requests that the District may receive after award of contract for this solicitation.)

The District is not responsible for proposals delivered or received late. Any proposals received after the scheduled closing time will be returned unopened.

**NOTE:**  Questions concerning this solicitation must be directed to Brenda Widugiris, Purchasing/Warehouse Manager in writing at [bwidugiris@amphi.com](mailto:bwidugiris@amphi.com) and submitted no later than end of day Friday, September 25, 2015. An amendment with answers to all questions received by this date will be published on Tuesday, September 29, 2015 at the following website <http://amphi2.amphi.com/departments-programs/purchasingwarehouse/vendor-information.aspx>. Any amendments to this solicitation shall be acknowledged by signing next to the appropriate amendment on page 13.

GENERAL INFORMATION

The District is seeking a qualified Responder to supply the following Goods and/or Services:

* Wide Area Network Services District-wide

This document provides the general and specific information for use by Responder in submitting a proposal to supply the District with the Information Technology goods and services as listed above in accordance with the laws, codes, and policies that govern Public School Procurement in Arizona.

The District intends to award an indefinite quantity contract for up to a 10-year term (should a Lit services contract be awarded) or up to a 10-year term (should the District choose to award a contract for an Indefeasible Right to Use-IRU).

The District will select a qualified Responder to develop a mutually beneficial contractual relationship. The decision to award will be based on the District’s sole determination of the proposal that offers the best overall value and/or benefit, taking into account pricing, maintenance and support, any value-added services, and other factors as specified herein. The District reserves the right to reject any or all proposals.

BACKGROUND INFORMATION

Amphitheater Public Schools District is located in Tucson, Arizona. Further information about the District is located on the District website: <http://www.amphi.com/>. The purpose of this RFP is to procure WAN Services District-wide. The District seeks proposals to establish a contract beginning July 1, 2017 with a Vendor to install and provide Network Voice, Video, and Data Services. Payment for these services should not be expected until after July 1, 2017. The District’s schools and administrative sites are listed below.

* Amphitheater High School (125 W. Yavapai Rd.)
* Amphitheater Middle School (315 E. Prince Rd.)
* CDO High School (25 W. Calle Concordia)
* Copper Creek Elementary School (11620 N. Copper Spring TR.)
* Coronado K-8 School (3401 E. Wilds Rd.)
* Cross Middle School (1000 W. Chapala)
* Donaldson Elementary School (2040 W. Omar Dr.)
* Amphi Academy at El-Hogar (450 E. Wetmore Rd.)
* Facilities Support (701 W. Wetmore Building C)
* Harelson Elementary School (826 W. Chapala)
* Holaway Elementary School (3500 N. Cherry Ave.)
* Ironwood Ridge High School (2475 W. Naranja Rd.)
* Keeling Elementary School (2837 N. Los Alto)
* La Cima Middle School (5600 N. La Canada)
* Mesa Verde Elementary School (1661 W. Sage St.)
* Nash Elementary School (515 W. Kelso)
* New STEM School (Pima County Assessor’s Parcel 219-22-422k)\*\*\*
* Painted Sky Elementary School (12620 N. Woodbourne)
* Prince Elementary School (125 E. Prince Rd.)
* Rillito Center (266 E. Pastime)
* Rio Vista Elementary School (1351 N. Limberlost)
* Transportation Dept. (200 E. Roger Rd.)
* Walker Elementary School (1750 W. Roller Coaster Rd.)
* Warehouse/Graphics and Printing (1001 W. Roger Rd.)
* Wetmore Center (701 W. Wetmore)
* Wilson K-8 School (2330 W. Glover Rd.)

*\*\*\*Address for the new STEM school as not been assigned as of the date of this solicitation.*

**{NOTE: Amphitheater Middle School, Prince Elementary School, and Rillito Center must have a common fiber MDF handoff (single network connection for all three sites); Cross Middle School and Harelson Elementary School must have a common fiber MDF handoff (single network connection for both sites); and Facilities Support and Wetmore Center must have a common fiber MDF handoff (single network connection for both sites).}**

SCOPE OF SERVICES

As approved by the Federal Communications Commission in E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) – The District wishes to compare Lit Services and Dark Fiber services for its District Wide Area Network (WAN). The WAN provides broadband connectivity between instructional and non-instructional buildings in the District back to the District hub at 701 West Wetmore, Tucson, AZ 85705. **The service is being planned to begin on July 1, 2017. The current contract expires on June 30, 2016.**

The District has experienced significant bandwidth demand increases in the last five years. The District’s instructional plan includes use of latency-sensitive applications, upload reporting requirements and significant peaks in bandwidth demand. Throttling bandwidth and operating on a contended network in the WAN has been determined to be unacceptable based on the instructional plan for the District.

With this in mind, the District is seeking options for a fiber and lit service solution alternatives where all fiber and routing equipment is 100% dedicated to the District’s network. The proposed lit service or dark fiber options must include routing equipment that is exclusive to Amphitheater Public Schools (Transport circuits or dark fiber will not include access to the commercial internet). The solution options should provide high availability, high bandwidth services that support data, voice, and video simultaneously.

The District is seeking two options for proposals. The first option is a fully managed, lit service WAN, with pricing at the required tiers as set forth in **Attachment A – Amphitheater Schools – GIS Information.xlsx**. The second option is for a dark fiber IRU solution that includes both fiber maintenance and operations for the fiber facilities, and provider technical support (“Managed Services”) for the WAN services that will be provided to the District over the dark fiber. Proposals for Managed Services should include all necessary routing equipment, with operation, maintenance, and provider technical support for such equipment as part of the Managed Services. Based on the proposals and a cost effectiveness analysis, the District will determine if any of the Lit Service or IRU or some combination of solutions is acceptable. The specifications related to each solution option are as follows:

#### **Lit Service**

#### The District must have guaranteed Lit Transport Bandwidth throughput (upload and download) of 1gbps, upgradeable to 10gbps with Service Level Agreement (SLA) guarantees. SLA minimum requirements are listed below. The solution must be scalable from 1gbps to 10gbps with 1gbps cost increments. **All respondents must be eligible to participate in the Universal Service Fund’s E-rate Support Mechanism as a service provider, and shall provider a valid Service Provider Identification Number assigned by the Universal Service Administrative Company.**

#### The pricing sheet (which is the second worksheet on Attachment A) includes columns for respondents to provide 1G to 10G pricing (in 1Gbps increments) between the hub and the various endpoints. Price quotes are requested for 60 and 120 months terms of service. Prices should be all inclusive. All-inclusive in this case means that all **non-recurring costs (NRC)** required by the Vendor to commence service are separately listed, clearly indicating any NRCs associated with special construction, and all **monthly recurring costs (MRC)** for the corresponding circuits should be included in the requisite columns of the pricing sheets. In the case of any NRC special construction charges, Respondents are requested to provide installment payment pricing for the applicants E-rate non-discounted charges, with such installment payments to be paid in equal installments over four years. **No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the spreadsheet.**

#### All Lit Service circuits must support Quality of Service (QoS) and have the ability to apply rate limiting guarantees to specific packet types to ensure Quality of Service at each WAN link. The network must have the ability to support multiple QoS policies and prioritization queues across each link in the WAN to reduce latency and packet loss and guarantee throughput for data, voice, and video.

#### For lit services the following specifications shall apply:

* Required web portal or local monitoring of all circuits
* Shared management of equipment
* Must provide response time for outages
* Must provide 99.99% guaranteed uptime
* There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
* Network Latency Commitment <5 milliseconds roundtrip
* Network Jitter Commitment <5 milliseconds
* Bit-Error Rate commitment <0.25% between circuit endpoints
* Mean Time-To-Repair for outages <4 hours

#### As part of a proposal submitted, a network diagram displaying the paths to be used to serve each endpoint must be included and three references from current customers equivalent to the size of the District.

**IRU (Indefeasible Right to Use) of Fiber**

As an alternative, the Respondent is requested to quote a five and ten year IRU price for 2, 4 or 6 strands of fiber for all segments between the District hub at 701 West Wetmore, Tucson, AZ 85705 and the following end points:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **School** | **Address** | **City** | **State** | **Zip** | **Distance (miles)** |
| Amphitheater  High School | 125 W. Yavapai Rd. | Tucson | AZ | 85705 | 2.3 |
| Amphitheater Middle School | 315 E. Prince Rd. | Tucson | AZ | 85705 | 2.1 |
| CDO High School | 25 W. Calle Concordia | Oro Valley | AZ | 85704 | 6.3 |
| Copper Creek Elementary School | 11620 N. Copper Spring TR | Oro Valley | AZ | 85737 | 15.1 |
| Coronado K-8 School | 3401 E. Wilds Rd. | Tucson | AZ | 85739 | 14.1 |
| Cross Middle School | 1000 W. Chapala | Tucson | AZ | 85704 | 4.7 |
| Donaldson Elementary School | 2040 W. Omar Dr. | Tucson | AZ | 85704 | 4.3 |
| El-Hogar | 450 E. Wetmore Rd. | Tucson | AZ | 85705 | 1.1 |
| Facilities Support | 701 W. Wetmore Building C | Tucson | AZ | 85705 | **HUB Location** |
| Harelson Elementary School | 826 W. Chapala | Tucson | AZ | 85704 | 4.5 |
| Holaway Elementary School | 3500 N. Cherry Ave. | Tucson | AZ | 85709 | 3 |
| Ironwood Ridge High School | 2475 W. Naranja Rd. | Oro Valley | AZ | 85742 | 10.1 |
| Keeling Elementary School | 2837 N. Los Altos | Tucson | AZ | 85705 | 3.23 |
| La Cima Middle School | 5600 N. La Canada | Tucson | AZ | 85704 | 3.15 |
| Mesa Verde Elementary School | 1661 W. Sage St. | Tucson | AZ | 85704 | 5.92 |
| Nash Elementary School | 515 W. Kelso | Tucson | AZ | 85705 | 2.5 |
| New STEM School | Pima County Assessor’s Parcel 219-22-422k | Oro Valley | AZ |  | 11.7 |
| Painted Sky Elementary School | 12620 N. Woodbourne | Oro Valley | AZ | 85755 | 10.6 |
| Prince Elementary School | 125 E. Prince Rd. | Tucson | AZ | 85705 | 1.75 |
| Rillito Center | 266 E. Pastime | Tucson | AZ | 85705 | 1.91 |
| Rio Vista Elementary School | 1351 N. Limberlost | Tucson | AZ | 85719 | 2.04 |
| Transportation Dept. | 200 E. Roger Rd. | Tucson | AZ | 85705 | 1.5 |
| Walker Elementary School | 1750 W. Roller Coaster Rd. | Tucson | AZ | 85704 | 2.1 |
| Warehouse/Graphics and Printing | 1001 W. Roger Rd. | Tucson | AZ | 85705 | 0.62 |
| Wetmore Center | 701 W. Wetmore | Tucson | AZ | 85705 | **HUB Location** |
| Wilson K-8 School | 2330 W. Glover Rd. | Tucson | AZ | 85742 | 10.8 |

The IRU price proposal should include options for the fiber runs. The fiber runs can be either “hub and spoke” with dedicated fiber from the HUB location to each end point or the Respondent can propose an alternative design that provides a fiber run to a school, which acts as a “mini-hub” and then laterals off that fiber run to other nearby schools. The goal would be to provide a resilient solution that minimizes the amount of strand miles in the IRU. The IRU price proposal should include pricing for two, four, and six strands on each route.

*IRU Price Proposal* - The District is interested primarily in IRU-type pricing with a one-time capital cost payment for the five and ten year IRU combined with “all-in” recurring payments for operations and maintenance costs of the fiber facilities for five and ten years of the IRU. **The District welcomes proposals with optional payment plans structures in addition to the foregoing. However, the District will be unable to evaluate proposals that do not include at least one alternative for an up-front capital payment for the IRU combined with separately identified recurring maintenance payments. In any event, Respondents are requested to provide installment payment options for the District’s non-discounted share of any NRC associated with special construction, with such payments to be made over four years.**

Each respondent is required to either complete the pricing matrix provided or create their own network design for both lit service operations and IRU with Respondent’s own corresponding price matrix.

**For each proposed route, Respondent must offer pricing proposals for 2, 4 and 6 strands of fiber.**

*Open Fiber Interconnection Policy* - The District prefers that the Vendor support “vendor neutral” or “open interconnection cross connect” requests within their facilities. It is possible that after the initial build, the District will require additional cross connects to District -Owned Fiber or to alternate carriers. Respondents must describe any cross-connect policies and all related cross-connect fees. The District prefers Vendors that build cross-connect costs into the initial purchase arrangement.

## *Colocation Space Availability -* The District may decide lease rack or caged spaced at (interconnection address) to house electronics for traffic that will go upstream from the District WAN. Respondents should provide detailed information on access and cross-connect policies and arrangements for power and telephone service at (interconnection address).

## *Meet-me Hole and Mid-Span Interconnection Splicing* - It is possible that the District may want to interconnect with the leased facilities at meet-me manholes or mid- span splice locations. Respondents should detail policies and guidelines that document meet-me manhole and mid-span interconnection procedures along with detailed costs for these activities.

### *Dark Fiber Performance* - The District prefers to lease dark fiber routes that contain a homogenous fiber type throughout the segment. It is currently anticipated that fiber utilized for the District -Owned Fiber will be G.652.D fiber. Vendors should provide information on the age, type and performance of fiber they are proposing to lease, including a description of all applicable splice loss budgets.

*Dark Fiber Maintenance (Operations and Maintenance Practices)* – The District will require on-going maintenance and operations of the fiber for at least the first five years of the IRU. When pricing maintenance and operations, the Respondent should include an overview of fiber maintenance practices including:

* Routine maintenance and inspection,
* Scheduled maintenance windows and scheduling practices for planned outages,
* Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring,
* Handling of unscheduled outages and customer problem reports,
* What service level agreement is included, and what alternative service levels may be available at additional cost,
* What agreements are in place with applicable utilities and utility contractors for emergency restoration,
* Repair of fiber breaks,
* Replacement of damaged fiber,
* Replacement of fiber which no longer meets specifications,
* Policies for customer notification regarding maintenance,
* Process for changing procedures, including customer notification practices;

The pricing for dark fiber maintenance should include the annual cost per linear mile for dark fiber maintenance and operations.

*Broadband Service Technical Support (Managed Service)* - The District also requests proposals for a MRC cost to oversee the technical support of the WAN once the dark fiber is placed into service. This MRC should include provision of:

* Provision of equipment necessary to place the circuits into service

* Network monitoring on a 24x7x365 basis
* Tier 1 through tier 3 NOC services taking incoming calls regarding service degradation and/or service outage
* Creation and communication of service tickets to the District escalation list
* Preventive maintenance activities

* Incident response with timing standards that are in accordance to a Respondent provided service level agreement that meets general industry standards
* Other industry standard provisions of broadband service technical support

Broadband Service Technical support on the IRU’d fiber can be priced on a WAN wide or individual circuit basis on Worksheet 3 of Attachment A. The District will accept proposals from Vendors wishing to provide Managed Service on the IRU’d fiber, as well as proposals from Vendors wishing to provide both the IRU’d fiber and such Managed Services. **Respondents may NOT condition a proposal for IRU pricing on the District’s acceptance of their Managed Service quote, as well.**

**Standard for Lit Service or IRU**

For all proposals, whether for lit service circuits or IRU’d fiber and Managed Service an exact (required) scope of work listing all pertinent details, including but not limited to, as applicable, installation schedules, exact standards to be adhered to, identification of aerial vs. buried fiber segments, as well as detailed drawings showing fiber and equipment locations must be provided to the District as part of the proposal. This detailed scope of work will be delivered to Universal Service Administrative Company’s (USAC) School and Libraries Program upon request, typically once all E-Rate applications are filed, a Funding Commitment Decision Letter (FCDL) is issued to Amphitheater Public Schools, and the District issues the Vendor a purchase order. **(NOTE: All responding Vendors must be a registered vendor with USAC and have a USAC issued Service Provider Identification Number-SPIN).**

EXISTING VOICE/DATA NETWORK

The District is currently running a hybrid infrastructure of Federal Communications Commission (FCC) part 101 licensed microwave broadband and fiber which provides voice and data services through Conterra LLC. The awarded service provider must deliver a seamless continuation of voice and data services throughout the installation process.

All schools/sites’ geographical layouts are expected to remain relatively static with the exception of the new STEM school located northeast of La Canada and Moore Roads. The awarded Vendor will be responsible for the conduit routing of all required fiber optic cable into each school/site.

All schools/sites are equipped with a CISCO 3925K9 Boundary Router in the MDF that includes either CISCO 3750x48 POE or CISCO 3750x24 POE switches in the outlying IDFs. All IDFs are backbone connected to the MDF via home run single mode fiber with 10gb optics. The preferred handoff from the service provider is single mode fiber.

INSURANCE REQUIREMENTS

The successful Vendor shall show proof of insurance coverage and amount. Minimum insurance required general and automobile liability, is $2,000,000.00, (District shall be listed/named as additional insured). Evidence of Workers’ Compensation coverage is also required from the successful Vendor.

ADDITIONAL PRODUCTS OR SERVICES

The District reserves the right to add related products or services to the contract at any time during the contract period. The District will contact the successful Vendor for prices prior to adding any products or services and may, at the District’s sole option, accept the quoted prices or purchase elsewhere those products or services concerned.

PROPOSAL INFORMATION AND EVALUATION PROCESS

Each proposal must be submitted using this document and certification by an appropriate official of the Offeror’s firm, must be complete and fully executed when submitted. **If the proposal is not properly signed, it will be considered non-responsive.**

Amphitheater Public Schools reserves the right to cancel the entire solicitation or increase, decrease or eliminate any item of the submitted proposal prior to the award or the issuing of purchase orders to the Vendor. The District also reserves the right to reject any, any part of, or all proposals for any reason whatsoever, or to waive any irregularities or informalities in the proposals. Evaluation of Proposals will be determined by the evaluation criteria listed in order of importance below by appropriate officials of Amphitheater Public Schools in accordance with the laws, codes, and policies that govern Public School Procurement in Arizona. The evaluation criteria will be as stated below based on **100 total possible points**:

1. Total Cost: The District’s primary objective is to secure maximum bandwidth at a minimal cost. Proposal must include any initial (one-time) costs and monthly costs defined by each year for the full contract period, as well as any proposed renewal option. Once Amphitheater Public Schools has selected the best proposal for each lit and dark fiber solution, then Amphitheater Public Schools will engage in an analysis to determine which solution is the most cost effective given the District’s limited funding**. (35 points)**
2. Proposed Solution: Proposal must provide detailed documentation of the scalability of the proposed solution. Specific drawings must be provided for each link used in the proposed solution. Details must be given on the timeframe necessary to upgrade connections if greater bandwidth is desired by the District, whether it is for one or all sites covered in the awarded contract. For lit services, the associated price increases for such upgrade must be detailed; for managed services proposals, Respondents must detail the timeframes and confirm that no additional costs are incurred to increase bandwidth UNLESS such increase necessitates equipment upgrade or replacement. Detailed documentation must be provided on how the Vendor will manage the addition of new schools or other District facilities to the service contract. Details must also be given on how the Vendor will aid the District in making these changes in accordance with E-Rate rules. **(30 points)**
3. Service Level Agreement: Provide a specific Service Level Agreement (SLA) stating the Mean Time Between Failures (MTBF) of the proposed network services. The SLA must include express warranties of guaranteed uptime of the network services to be delivered and response times in the event of any network issue experienced by the school/site. Provide specific information on the monitoring of the services and the time(s) of day the services will be monitored. Vendor must include specific remedies for the school/site in the event the SLA is not upheld during the term of the contract by the service provider. Any exceptions to the District’s contract terms must be included in the SLA for review by the District’s Legal Department. **(15 points)**
4. Vendor Summary and Responsiveness of Proposal: Vendor must include a list of all projects for school districts within the last 36 months similar in scope of services for this RFP to include but not limited to Client name and contact information, summary of project, timeline and completion date of project, issues/challenges/highlights of project, and any other pertinent information deemed appropriate for this RFP. Vendor must complete all required forms, provide requested information, and provide an electronic copy of proposal. **(15 points)**
5. E-Rate Clauses: Provide documentation on the position of the Vendor if E-Rate funding were to no longer exist from the Schools and Libraries Program of the Universal Service Find. Vendor must provide documentation indicating their knowledge of and ability to work within the E-Rate environment to maximize funding opportunities and ensure the earliest project completion. Documentation must be provided on how the Vendor prefers to deal with E-Rate Forms 771k 472 and 486. **(5 points)**

The Evaluation Team will evaluate each proposal individually based on the above listed criteria. The Evaluation Team will then come to a consensus score for each criterion above for each responsive proposal received. The District shall conduct interviews with a minimum of three (3) and not more than five (5) Vendors regarding the Scope of Services in this solicitation document. Once the interviews are conducted, the Evaluation Team will rank the Vendors solely through the results of the interview process in order of most qualified Vendor to least qualified Vendor. Then, in accordance with E-Rate rules, a determination will be made regarding whether the most cost effective solution is a lit services solution, dark fiber and manage service solution, or a combination of both. A recommendation for award of contract will then be forwarded to the Governing Board.

DISCUSSIONS/PRESENTATIONS/INTERVIEWS

The District may conduct discussions/presentations/interviews with responsive Vendors that submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. If a contract cannot be executed in a timely manner with the highest qualified Vendor, the District may negotiate with the next highest qualified Vendor proposing a similar solution, or depending on the cost effectiveness analysis required by E-Rate rules, the highest qualified Vendor of the comparable solution (lit services or dark fiber).

PROPOSAL CERTIFICATION

By submission of this proposal, the Offeror certifies that:

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

The prices in this proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Offeror.

If awarded a contract, the Offeror agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, disability, age or national origin.

An Offeror may recall their proposal before and up to the time for the proposal opening. However, no Offeror may withdraw their proposal for a period of 60 days after the date set for the opening of the proposals. Any failure by the Offeror to acquaint themselves with all the available information shall not relieve them from any responsibility for performance of their proposal under the contract.

PUBLIC INFORMATION REQUESTS AND CONFIDENTIAL INFORMATION

After contract award, the proposals shall be open for public inspection except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data (i.e. technical designs/information and key employees’ information) remain confidential. If the Offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portion(s) at the time of submission. The District will make a written determination pursuant to Arizona Administrative Code R7-2-1006(C). **In any event, however, each Offeror submitting a proposal acknowledges that all pricing information of the winning/selected Offeror shall be made publicly available as part of the E-Rate funding application process.**

Written notice of the contract award may be made to all firms/persons submitting proposals.

VENDOR CONTRACT AND TERM

No contract exists on the part of the District until a written purchase order is issued. Issuance of a purchase order will be considered sufficient notice of acceptance of offer. **NOTE: The District may negotiate a contract that may be terminated for lack of funds.**

**The awarded contract will be for fiscal year 2017-2018 beginning July 1, 2017.**

ORDER OF PRECEDENCE FOR CONFLICTING DOCUMENTS

In the event that there are inconsistencies between documents, following is the order of precedence (superior to subordinate) that shall be applied to resolve inconsistencies:

Solicitation Document, Amphitheater Public Schools Standard Terms and Conditions, Amphitheater Public Schools Purchase Order, Vendor/Contractor’s Final Bid/Proposal Submission, Vendor/Contractor Agreement/Executed Contract.

TERRORISM COUNTRY DIVESTMENTS

The District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

TERMINATION FOR CONVENIENCE

The District reserves the right to terminate the awarded contract, in whole or in part at any time, when in the best interests of the District without penalty recourse. Upon receipt of the written notice, the Vendor 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 District. In the event of termination under this paragraph, all documents, data and reports prepared by the Vendor under the awarded contract shall become the property of and be delivered to the District. The Vendor 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.

APPLICABLE LAW AND INTERPRETATION

The awarded contract (Agreement) shall be interpreted, construed, and given effect in all respects according to the laws of the State of Arizona. An Arizona court is the only venue where interpretations can be resolved. If any of the Vendor’s/Contractor’s terms or conditions is not in agreement with the District’s terms and conditions as set forth herein, the District’s terms and conditions shall govern. This Agreement incorporates the complete Agreement of the parties with respect to the subject matter of this Agreement; no oral Agreement or other understanding shall in no way modify these terms and conditions.

REGISTERED SEX OFFENDER RESTRICTION

Pursuant to this order, the named Vendor agrees by acceptance of this order that no employee of the Vendor or a subcontractor of the Vendor, 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 Vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

PROPOSAL PROTESTS

Any formal protest of a proposal must be filed with Scott Little, Chief Financial Officer 701 W. Wetmore Road Tucson, AZ 85705, phone number (520) 696-5128. Protests will be filed before the proposal opening if protest is based on the solicitation. If protest is made after the proposal opening, it shall be made within 10 days of notification of award.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

OFFEROR INFORMATION AND AUTHORIZED SIGNATURE

FIRM/PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_STATE: \_\_\_\_\_\_\_\_ZIP CODE: \_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-MAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please Print

AUTHORIZED SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACKNOWLEDGMENT OF AMENDMENT ONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

**Contractor/Vendor Fingerprint Language**

**If likelihood of unsupervised contact is unknown:**

CONTRACTOR/VENDOR shall, as a condition of contract, obtain fingerprint cards for CONTRACTOR’S/VENDOR’S employee(s), and for subcontractors and their employees, in accordance with A.R.S. § 15-512. This fingerprinting requirement will not apply, however, if the District in its sole discretion determines in writing that it is unlikely that the CONTRACTOR/VENDOR or its employee(s), or subcontractors and their employees, will have direct, unsupervised contact with students while on school grounds.

After obtaining a fingerprint card for an employee or subcontractor employee fingerprinting, CONTRACTOR/VENDOR, will issue a means of identification (such as badges or numbered safety helmets) that CONTRACTOR/VENDOR will require the employee to wear at all times that the employee is on District property. CONTRACTOR/VENDOR shall inform the District of those employees and Subcontractors and Subcontractor employees that are authorized to be on District property, delineating the individuals by name and identification card/badge/helmet number (if any), and including the District property(ies) that the individuals will visit.

**If unsupervised contact is already determined as likely to occur:**

CONTRACTOR/VENDOR shall, as a condition of contract, obtain fingerprint cards for CONTRACTOR’S/VENDOR’S employee(s), and for subcontractors and their employees, in accordance with A.R.S. § 15-512.

After obtaining a fingerprint card for an employee or subcontractor employee fingerprinting, CONTRACTOR/VENDOR, will issue a means of identification (such as badges or numbered safety helmets) that CONTRACTOR/VENDOR will require the employee to wear at all times that the employee is on District property. CONTRACTOR/VENDOR shall inform the District of those employees and Subcontractors and Subcontractor employees that are authorized to be on District property, delineating the individuals by name and identification card/badge/helmet number (if any), and including the District property(ies) that the individuals will visit.

Offeror Signature and Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**E-Verify Contract Language**

CONTRACTOR/VENDOR hereby warrants that, at all times during the term of this Contract, will comply with all federal immigration laws applicable to CONTRACTOR’S/VENDOR’S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (collectively, “the State and Federal Immigration Laws”).  CONTRACTOR/VENDOR shall further ensure that each subcontractor who performs any work for CONTRACTOR/VENDOR under this contract also complies with the State and Federal Immigration Laws.

DISTRICT shall have the right at any time to inspect the books and records of CONTRACTOR/VENDOR and any subcontractor in order to verify compliance with the State and Federal Immigration Laws, and CONTRACTOR/VENDOR shall ensure DISTRICT access to the books and records of CONTRACTOR/VENDOR and each subcontractor under this contract.

CONTRACTOR/VENDOR shall advise each of its subcontractor of the DISTRICT’S rights, and the subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form:

“SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR’s employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that Amphitheater Unified School District may inspect the SUBCONTRACTOR’S books and records to insure that SUBCONTRACTOR is in compliance with these requirements.  Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract.”

Any breach of CONTRACTOR’S/VENDOR’S or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR/VENDOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR/VENDOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to DISTRICT approval) as soon as possible so as not to delay project completion.

[If applicable: Any additional costs directly or indirectly attributable to remedial action under this Article shall be the responsibility of CONTRACTOR/VENDOR.  In the event that remedial action under this Article results in delay to one or more tasks in CONTRACTOR/VENDOR’s approved construction or timeline or schedule, such delay shall be deemed excusable delay for which CONTRACTOR/VENDOR shall be entitled to a corresponding extension of time, but not costs.]

Offeror Signature and Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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