

TUCSON UNIFIED

SCHOOL DISTRICT

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 20-01-24
MATERIAL OR SERVICE: Internet Services – E-Rate
PROPOSAL DUE DATE: Friday, March 8, 2019 @ 2:00PM LOCAL TIME

PROPOSAL SUBMITTAL LOCATION: TUSD Purchasing Department
1010 E. 10th Street, Building B, Room 272
East Building (10th & Fremont)
10th Street Entrance, Second Floor
Tucson, AZ 85719

PROCUREMENT AGENT: Jacqueline Posey
EMAIL ADDRESS: Jacqueline.posey@TUSD1.org
TELEPHONE/FAX NUMBER: (520) 225-6080/ (520) 225-6082 fax

This solicitation may be obtained from our website at: <http://www.AZPurchasing.org>. If you experience any problems receiving this Request For Proposal, please call (520) 225-6080.

“This request for bid/proposal document originated on the AZPurchasing.org website. If you obtain this document from any other source, whether a physical copy you picked up from TUSD Purchasing Office, or from a third-party bid outsourcing firm, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from AZPurchasing.org website you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at AZPurchasing.org. Failure to adhere to this recommendation could put your company/firm at risk of bid rejection as not all necessary attachments or amendments may be passed along for your completion.

Competitive sealed proposals for the specified material or service shall be received by the Purchasing Department, 1010 East 10th Street, Building B, Room 272, East Building, Tenth Street Entrance, Second Floor, Tucson, Arizona 85719, until the time and date cited. Proposals received by the correct time and date shall be publicly recorded.

Offerors who have questions about this RFP are required to submit their questions in writing to Jacqueline Posey, Jacqueline.posey@TUSD1.org. **All questions must be submitted by no later than February 22, 2019** Responses will be addressed in an Amendment to this RFP.

Proposals must be in the actual possession of the Purchasing Department at the location indicated, on or prior to the exact time and date indicated above. Late proposals will not be considered. **Hand delivery is recommended; the School District cannot be held responsible for the failure of the postal service and/or any commercial delivery services to timely deliver the proposals directly to the Purchasing Department.** The prevailing clock shall be the School District's Purchasing Department's clock.

Proposals must be submitted in a sealed envelope and/or box. The Request for Proposal Number and the offeror's name and address should be clearly indicated on the outside of the envelope and/or box. An Offeror shall submit an offer on a signed original hard copy on the forms provided in this solicitation. No substitute document for the forms will be accepted.

Offerors who wish to submit their proposals in person are advised to allow themselves ample time to submit their proposals at the above address.

Issue Date 2/8/19

Table of Contents

<u>Section</u>	<u>Page</u>
I. UNIFORM INSTRUCTIONS TO OFFERORS	3
II. UNIFORM GENERAL TERMS AND CONDITIONS	10
III. SPECIAL TERMS AND CONDITIONS	19
IV. SPECIFICATIONS/SCOPE OF WORK.....	24
V. EVALUATION AND AWARD.....	24
VI. PROPOSAL SUBMITTALS	26
VII. PAYMENT METHOD FORM.....	28
OFFER AND ACCEPTANCE	29
DEVIATIONS AND EXCEPTIONS FORM.....	30
ADDITIONAL MATERIALS FORM	31
CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM.....	32
AMENDMENT ACKNOWLEDGMENT FORM	33
NON-COLLUSION AFFIDAVIT FORM	34
I.R.S. W-9 FORM	35

DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this Proposal at the following websites:

AZPurchasing.org at: <http://www.azpurchasing.org/index.asp>

Arizona Revised Statutes (A.R.S.) is available at: <https://www.azleg.gov/arstitle>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:

https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf

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

“This request for bid/proposal document originated on the AZPurchasing.org website. If you obtain this document from any other source, whether a physical copy you picked up from TUSD Purchasing Office, or from a third-party bid outsourcing firm, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from AZPurchasing.org website you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at AZPurchasing.org. Failure to adhere to this recommendation could put your company/firm at risk of bid rejection as not all necessary attachments or amendments may be passed along for your completion.

I. UNIFORM INSTRUCTIONS TO OFFERORS

A. **Definition of Terms** In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

1. ***“Attachment”*** means any item the Solicitation requires an Offeror to submit as part of the Proposal.
2. ***“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 Proposal and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
3. ***“Contract Amendment”*** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
4. ***“Contractor”*** means any person who has a contract with the School District/Public Entity.
5. ***“Days”*** means calendar days unless otherwise specified.
6. ***“Exhibit”*** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
7. ***“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.
8. ***“Offeror”*** means an Offeror who responds to the solicitation.
9. ***“Procurement Agent”*** means the district representative duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
10. ***“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 Proposal that meets all requirements within the Solicitation.
11. ***“Responsive Offeror”*** means the Offeror who submits a Proposal that conforms in all material respects to this Request for Proposals, Instruction to Offerors and the Plans and Specifications which are incorporated herein by this reference.
12. ***“Solicitation”*** means a Request for Proposal (RFP).
13. ***“Solicitation Amendment”*** means a written document that is authorized by the Procurement Agent and issued for the purpose of making changes to the Solicitation.
14. ***“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.
15. ***“School District/Public Entity”*** means the School District/Public Entity that executes the contract.

B. Inquiries

1. 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 attention in preparing a Proposal shall not be grounds for withdrawal of the Proposal after the due date and time nor shall it give to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. Submission of Inquiries. The Procurement Agent 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 that inquiry since it may then be identified as a Proposal and not be opened until after the Proposal due date and time. To ensure inquiries are received and a response is given, they should be emailed to the district Procurement Agent identified on the first page.
4. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
5. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. **An Offeror may not rely on verbal responses to inquiries.**
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer and Acceptance Form. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer. All amendments shall accompany the submitted proposal documents.
7. Pre-Proposal Conference. (If required) If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet (first page) 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 Pre-Proposal conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. 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.

C. Proposal Preparation

1. 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.
2. Typed or Ink Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Offer and

Acceptance form. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under A.A.C R7-2-1030.

3. Offer and Acceptance. An authorized signature on the Offer and Acceptance Form herein shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and, further, that all information provided by the Offeror is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, may result in rejection of the Offer.
4. Deviations and Exceptions to Terms and Conditions. All deviations and 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 deviations and exceptions occur. Any deviations and exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Agent in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All deviations and 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.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
6. Cost of Proposal Preparation. The School District will not reimburse any Offeror the cost of responding to a Solicitation.
7. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer and Acceptance form. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Proposal.
8. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
9. 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.
10. Identification of Taxes in Proposal. 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. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
11. 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.
12. 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:

RFP NO. 20-01-24 - Internet Services – E-Rate

- a. Amendments
 - b. Special Terms and Conditions
 - c. Uniform General Terms and Conditions
 - d. Statement of Scope of Work
 - e. Specifications
 - f. Attachments
 - g. Exhibits
 - h. Special Instructions to Offerors
 - i. Uniform Instructions to Offerors
 - j. Submission of Proposal
 - k. Best & Final Offer, if applicable
13. 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).

D. Submission of Proposal

1. 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 should be plainly marked on the outside of the envelope or package.
2. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designed in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.
3. 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 A.A.C R7-2-1006. If an Offeror believes that information within their Proposal contains confidential trade secrets or other proprietary data not to be disclosed, as otherwise required by A.R.S. § 39-121 they must submit in writing advising this fact to the School District/Public Entity, which shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
4. Non-collusion, Employment, Services, Debarment, Suspension, Ineligibility and Voluntary Exclusion: By signing the Offer and Acceptance form or other official contract documents, the Bidder certifies that:
 - a. 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 Bid or with any competitor. That prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder 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, a Bid for the purpose of restricting competition. It did not engage in collusion or other anti-competition practices in connection with the preparation or submission of its Bid. Returning a Non-collusion affidavit form without a Notary signature and stamp may be grounds for the District to determine your response “Non-Responsive”; and

- b. 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
- c. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- d. Offeror 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. The Offeror 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)
- e. By submission of this Bid, and pursuant to 31 USC 1352, the Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. 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 in connection with the awarding of a Federal contract, the marketing 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.

E. Additional Proposal Information

- 1. 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.
- 2. 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 Offeror.
- 3. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1044.
- 4. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- 5. 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).
- 6. 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.

RFP NO. 20-01-24 - Internet Services – E-Rate

7. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:
 - a. Waive any minor informality;
 - b. Reject any and all Proposals or portions thereof; or
 - c. Cancel a solicitation.

F. Award

1. 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 Agent 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.
2. 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 Proposal is accepted in writing by the School District/Public Entity with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Department authorized representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
4. Final acceptance: The final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

G. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the School District Representative.

1. A protest shall include:
 - a. The name, addresses, and telephone number of the interested party
 - b. The signature of the interested party or the interested party's representative;
 - c. Identification of the purchasing agency and the Solicitation or Contract number;
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - e. The form of relief requested.
 - f. The interested party shall supply promptly any other information requested by the school district representative.
2. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.

RFP NO. 20-01-24 - Internet Services – E-Rate

3. In cases other than those covered in section B of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
4. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the School District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.
5. Should the Tucson Unified School District prevail in an appeal decision issued by the hearing officer, appellant waves any objection to the hearing officer awarding Tucson Unified School District its reasonable attorney's fee and costs associated with the hearing.

II. UNIFORM GENERAL TERMS AND CONDITIONS

A. Contract Interpretation

1. 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.
2. 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.
3. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
4. 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.
5. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
6. 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.

B. Contract Administration and Operation

1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five (5) 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 at no charge to the District.
2. 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.
3. Audit. Pursuant to A.R.S. § 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, the extent that the books and records relate to the performance of the Contract or Subcontract.
4. 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.
5. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the

RFP NO. 20-01-24 - Internet Services – E-Rate

Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Agent 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.

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

C. Costs and Payments

1. 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 itemized invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
2. Applicable Taxes.
 - a. 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.
 - b. 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.
 - c. 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.
 - d. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall fill out and submit with their response an I.R.S. W-9 Form. This will ensure a current I.R.S. W-9 Form is on file with the School District.
3. 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.

D. Contract Changes

1. Amendments. This Contract is issued under the authority of the Procurement Agent who is listed on the Notice page (first page). The Contract may be modified only through a Contract

Amendment within the scope of the Contract signed by the Procurement Agent. 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.

2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Agent. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
3. 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 Agent. The Procurement Agent shall not unreasonably withhold approval.

E. Risk and Liability

1. 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 (PO) or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
2. 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.
3. 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.
4. Force Majeure.
 - a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; 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.
 - b. Force Majeure shall not include the following occurrences:
 1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 2. 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
 3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

- c. 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.
 - d. 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.
5. 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.

F. Warranties

1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
 - a. A quality to pass without objection in the trade under the Contract description;
 - b. Fit for the intended purposes for which the materials or services are used;
 - c. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 - d. Adequately contained, packaged and marked as the Contract may require; and
 - e. Conform to the written promises or affirmations of fact made by the Contractor.
3. 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.
4. 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.
5. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
6. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
7. Survival of Rights and Obligations after Contract Expiration or Termination.
 - a. 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.

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

G. School District/Public Entity's Contractual Remedies

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

H. Contract Termination

1. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or

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

2. 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.
3. 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.
4. 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 interest 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. R7-2-1024 and Appendix II to 2 CFR Part 200 shall apply.
5. Termination for Default.
 - a. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Agent shall provide written notice of the termination and the reasons for it to the Contractor.
 - b. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.
 - c. 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.
6. 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.

RFP NO. 20-01-24 - Internet Services – E-Rate

- I. **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 R7-2-1185 and rules adopted there under.
- J. **Gift Policy** The Tucson Unified School District will accept no gifts, gratuities or advertising products from Offerors. TUSD has adopted a zero tolerance policy concerning Offeror gifts. TUSD may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Agent.
- K. **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.
- L. **Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations**
The offeror will 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 regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.
- M. **Energy Policy and Conservation Act**
The Offeror 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.)
- N. **Federal and State Requirements**

Compliance with Federal and State Requirements – Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, worker' compensation laws, minimum and maximum salary and wage statues and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

- 1) The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5),
- 2) Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5),
- 3) Copeland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5),
- 4) Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41 CFR Chapter 60),
- 5) McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
- 6) Section 306 of the Clean Air Act (42 U.S.C. § 1857h),
- 7) Section 508 of the Clean Water Act (33 U.S.C. § 1368),
- 8) Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15),
- 9) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200),

RFP NO. 20-01-24 - Internet Services – E-Rate

10) Education Department General Administrative Regulations, 2 CFR Parts 200 and 3474, and 34 CFR Parts 75-77 and 81 ("EDGAR").

11) 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) All applicable requirements and regulations, including those related to reporting, patient rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds.

O. **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.

P. **Contractor's Employment Eligibility**

- a. By entering the contract, Contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.
- b. The School District may request verification of compliance from any Contractor or Subcontractor performing work under this contract. The School District reserves the right to confirm compliance in accordance with applicable laws.
- c. Should the School District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the School 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.

Q. **Davis-Bacon Act**

The Offeror shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

R. **Copeland "Anti-Kickback" Act**

All contracts and sub grants in excess of \$2,000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.

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

T. **Israel Boycott Divestments** Per A.R.S. 35-393, the School District/Public Entity are prohibited from purchasing from a company that is in violation of boycotting Israel. Unless and until the District Court's injunction in *Jordahl v. Brnovich et. Al.*, Case No. 3:17-c08263 (D.Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it. This provision 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 completed.

U. Fingerprint Clearance Cards

1. 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.
2. Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.
3. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the School District/Public Entity.

V. Registered Sex Offender Prohibition

The vendor/contractor agrees by acceptance of this purchase order and/or contract that no employee or subcontractor of the vendor, who is required to register as a sex offender pursuant to A.R.S. 13-3821, will perform work on District premises or equipment at any time when a District student(s) is present or is reasonably expected to be present. The vendor/contractor further agrees by acceptance of a District purchase order and/or contract that a violation of this condition shall be considered a material contract breach and may, at the District's sole discretion, result in cancellation of the purchase order and/or contract.

- W. 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 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.

X. Confidential/Proprietary Information

1. 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. 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.
2. Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this section.
3. 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.

III. SPECIAL TERMS AND CONDITIONS

- A. **School District Representative** In accordance with A.A.C. R7-2-1042 (a.1.s), and the “Uniform Instructions To Offerors,” the School District Representative is Jacqueline Posey.

Purpose It is the intention of the Tucson Unified School District to procure scalable, E-Rate eligible Internet Services delivering a minimum of 10GB to 50GB to approximately 50,000 students and staff located at roughly 100 E-Rate eligible entities. This RFP is being released in conjunction with the filing of FCC Form 470 on the Universal Service Administrative Company (USAC) website for E-rate Priority 1 Internet Access. Offerors must have experience with the Universal Service Fund Schools and Libraries Program, otherwise known as E-Rate, and all responses to this RFP must include the offeror’s Service Provider Information Number (SPIN). Award determined will be most advantageous to the district.

- B. **Contract Liaison** The Contract Liaison for any contracted awarded under this Request for Proposal will be Donna Hankins. The Contract Liaison shall act as the District’s contract manager and oversee performance under the contract.

The Contract Liaison may provide the offeror with general guidance as to the contract performance. However, this individual is not authorized to make changes in the contractual or performance requirements of any contract. Changes to an awarded contract shall be effective only upon written approval from the District’s Purchasing Department.

- C. **Hiring of ASRS retirees**

1. Arizona Revised Statute §38-766.02 states the employer must pay an alternative contribution rate for Arizona State Retirement System (ASRS) retirees who return to work in any capacity in a position ordinarily filled by an employee of the employer who is included in agreements providing for their coverage under the federal old age and survivors insurance system. Offers for services falling with this definition must indicate how the alternative contribution rate is being collected from the employee and provided to the District.
2. In addition, an employer of a retired member shall submit any reports, data, paperwork or materials that are requested by ASRS and that are necessary to determine the compensation, gross salary or contract fee associated with a retired member who returns to work or to determine the function, utilization, efficacy or operation of the return to work program.

- D. **Contractor/Key Personnel** It shall be the Contractor’s responsibility to adequately screen all contractor personnel providing services under the contract, to determine the appropriateness of their working with students, staff or families. Said screening shall include, but may not be limited to background checks to ensure that the assigned personnel do not have convictions for the crimes outlined in A.R.S. 15-512 and 15-534. The District reserves the right to request confirmation of such screening and the documentation results.

The Contractor must provide an adequate staff of qualified and experienced personnel to provide services under the contract. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District. If key personnel are not available to work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel of substantially equal ability and qualifications. The District reserves the right to require replacement of assigned personnel when this is deemed to be in the District’s best interest. Upon such notice, the Contractor shall promptly assign a new appropriately qualified and experienced employee.

- E. **Insurance**

RFP NO. 20-01-24 - Internet Services – E-Rate

1. 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 School District/Public Entity 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.
 2. Successful Offeror *shall/may* be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Tucson Unified School District as an additional insured party.
 3. Successful Offeror *shall/may* be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.
- F. **Affordable Care Act** Offeror understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the School District/Public Entity as required by state or federal law.
- G. **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.
- H. **Safety**
1. Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the School District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.
 2. All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- I. **Fingerprint Requirements** Fingerprint clearance card(s) will not be required for this contract.
- J. **Terms of Award** Per A.A.C. R7-2-1042(A.3.b), it is the intent of the School District to award a multi-term contract, beginning during the fiscal year 2019-2020, and continuing until June 30, 2020. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.
- Conditions for renewal of the contract shall include, but not be limited to, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the requirements of the bid documents, and continued competitive prices for the services and/or products provided under the original contract.
- K. **Contract Award** It is anticipated that a contract under this solicitation will be awarded to a single offeror.

RFP NO. 20-01-24 - Internet Services – E-Rate

- L. **Award Basis** In accordance with A.A.C. R7-2-1050, the successful Offeror will be determined by evaluation criteria including but not limited to pricing, or other incentives offered. Awards will not be made based on price alone.

In accordance with A.A.C. R7-2-1042(A.1.v) the School District ***shall not*** consider partial offers for award of a contract under this RFP.

- M. **Contingencies** The total purchase of all orders to be issued against the Contract is not known, and TUSD will not be bound to purchase a minimum quantity during the Contract Period.
- N. **Additional Goods and Services** The District reserves the right to add related additional goods and services to the contract at any time during the contract period. The District shall contact the contractor(s) for prices prior to adding any additional goods or services. At the District's sole discretion, may accept the quoted price or, if deemed in the best interest of the School District, purchase those goods or services elsewhere.
- O. **Product Delivery** Any Proposal item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the Offeror immediately and replaced to the school district's satisfaction at no additional charge, or issue full credit.
- P. **Guarantees By the Successful Offeror(s)** Offeror guarantees that equipment or material offered is standard, new, and as required by the specifications. Every item delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from the date of purchase. If during this period such faults develop, the successful Offeror agrees to replace the item affected without cost to the School District.
- Q. **Minimum** The volume of value of purchase under the resultant contract(s) is unknown. The School District will not be bound to purchase a minimum quantity during the contract period. The quantities listed (if applicable) are an estimated amount based upon current documented usage. The School District reserves the right to increase or decrease any estimated quantities.
- R. **Non-Exclusive Contract** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and in the best interest of the School District. The School District reserves the right to obtain like goods or services from other sources and to issue additional Requests for Proposals, if needed.
- S. **Inspection** All materials are subject to final inspection and acceptance by the School District. Materials failing to meet the requirements of this contract will be held at Offeror's risk and may be returned to Offeror. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Offeror.
- T. **Offeror Responsibility**
1. 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 School District. Any damage caused to School District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the School District.
 2. 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.
 3. 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 Municipal Safety Laws. Successful Offeror agrees that they are fully responsible to the School District for the acts and omissions of any and all persons whether directly or indirectly employed

RFP NO. 20-01-24 - Internet Services – E-Rate

by them. They shall maintain such insurance as will protect them and the School District from claims or damage from personal injury including death, which may arise from operations under this contract.

4. The successful Offeror must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Offerors responsibility to ensure continuation of service.
5. The successful Offeror must provide adequate training for all contracted employees providing services under this contract.
6. 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.

U. **Offeror Required Contract** If the Offeror will require the School District to sign any form of contract or agreement, a copy of that contract/agreement shall be included with proposal response. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The School District reserves the right to accept or reject all or part of the agreement.

V. **Offer and Acceptance Form** The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and, further, that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, may result in rejection of the Offer.

W. **Delivery of Services** Services must be received within time agreed to by the School District and the Offeror. The School District shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications/scope of work on this contract.

X. **Local Representative** Offeror **shall** have a LOCAL field representative available at all times during the contract period.

Y. **Authority** This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the School District 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. Any such action is subject to legal and contractual remedies available to the School District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Z. **Compensation and Method of Payment** Any contract shall provide for compensation that the District determines is fair and reasonable, taking into consideration budgetary limitations, and the scope, complexity and professional nature of the services. Contractor will be compensated only for work properly approved in advance by the using school or department.

All proposals shall include a schedule of fees associated with providing the services offered. The successful offeror shall be compensated for services properly rendered in accordance with the schedule of fees. Payment shall be made from detailed invoices, in forms acceptable to the District.

The schedule of fees must be firm for the initial contract term. Fees may be reviewed prior to any contract renewal. Any requested fee increase must be based upon a cost increase that directly affects the cost of services provided. A detailed statement that documents the reasoning behind the increase request must be included. Any requested fee increase that the District determines is not in its best interest will be rejected, and the District may seek an alternative solution. All fee adjustments shall become effective upon acceptance by the District's Purchasing Department and a fully executed Contract Change Order.

RFP NO. 20-01-24 - Internet Services – E-Rate

- AA. **Billing** All billing notices must be sent to each School District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) or services being billed, per purchase order number. All purchase orders (PO) issued by TUSD will refer to the solicitation number of this Proposal. All invoices issued to TUSD will refer to the solicitation number and the PO number.
- BB. **Price Clause**
1. Prices shall be firm for the term of the contract. Prices as stated must be complete for all services offered and shall include all associated costs. DO NOT include sales tax on any item in the Proposal.
 2. After initial contract term and prior to any contract renewal, TUSD will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The offeror shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of TUSD.
- CC. **Fuel Surcharges** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the School District's Purchasing Department with a fully executed Contract Change Order.
- DD. **Brand Name or Equal** Per A.A.C. R7-2-1042(A.2.b) any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict offers by other Offerors but are intended to approximate the quality design or performance which is desired. Any Proposal which proposes like quality, design or performance will be considered. If the description of the offer differs in any way, Offeror must provide complete detailed description of the proposed item(s) including pictures and literature where applicable. TUSD will be the final judge of what is deemed equal.
- EE. **Descriptive Literature** All offers must include complete manufacturer's descriptive literature regarding the supplies they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
- FF. **Deviations and Exceptions to Proposal** Any deviation or exception from the general or special terms and conditions, specifications/scope of work, or instructions to Offerors shall be described fully and appended to the Deviations and Exceptions Form. Exceptions must be signed by 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.
- GG. **Payment Methods** The percent discount for goods and services under this contract must remain the same regardless of TUSD's chosen payment method. The percent discount for goods, services and the labor rates must remain the same no matter what payment method the School District uses.
- HH. **Procurement Methods** Any goods and services obtained under this Request for Proposal may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. The percent discount for goods and services under this contract must remain the same regardless of TUSD's chosen procurement method.

IV. SPECIFICATIONS/SCOPE OF WORK

A. RFP Information

The purpose of this Request for Proposal (RFP) is for Tucson Unified School District (TUSD) to purchase scalable, E-rate eligible Internet service delivering a minimum of 10 Gbps up to 50 Gbps to approximately 50,000 students and staff located at roughly 100 E-rate eligible entities. This RFP is being released in conjunction with the filing of FCC Form 470 on the Universal Service Administrative Company (USAC) website for E-rate Priority 1 Internet Access. Offerors must have experience with the Universal Service Fund Schools and Libraries Program, otherwise known as E-Rate, and all bids must include the offeror's Service Provider Information Number (SPIN).

The Internet service entry facility is currently located at the TUSD headquarters on 1010 East 10th Street in Tucson, but with plans to relocate to a new facility or migrate to a co-location facility. Scalable bandwidth options from 10 Gbps to 50 Gbps are requested, including potential solutions for route protection. The District is requiring internet connectivity with BGP peering and will maintain our existing Class B address. Total cost to the District will include service handoff from the service provider and will be a fiber connection.

B. Customer Premise Equipment

Any required on-premise equipment (i.e., equipment owned by the vendor and provided as part of the requested Priority 1 E-Rate service) will be provided by the same service provider that provides the eligible Internet access service. Responsibility for maintaining the equipment rests with the service provider and not the District. Ownership of the equipment will not transfer to the District in the future, and the relevant contract or lease shall not include an option to purchase the equipment by the District. Upfront, capital charges related to the on-premise equipment shall be less than 67% of total charges (recurring plus non-recurring) in the funding year. The equipment will not be used by the District for any purpose other than receipt of the eligible Internet access service of which it is a part. There is no contractual, technical, or other limitation that would prevent the service provider from using its network equipment, in part, for other customers.

C. E-rate Compliance

Offeror must provide a valid E-rate SPIN number and evidence of current Service Provider Annual Certification (SPAC). Offeror must specify any and all items that are ineligible for E-rate funding; such items should generally be cost-allocated and invoiced separately, in a manner compliant with the rules of the E-rate program.

Offeror must not have been suspended or debarred from the E-rate program at any time and must have a positive track record with prior E-rate projects. E-rate experience and history may be taken into consideration, in the context of qualifications and experience factors, in proposal evaluation.

The District shall not be obligated to proceed with the project unless and until E-rate funding has been approved for this project, at approximately the levels anticipated at the time of acceptance/award and Form 471 filing. If a multi-year contract or contract with voluntary extensions is awarded, this provision is applicable anew in each successive year. The District reserves the right to accept part or all of any bid, and proceed with part or all of any project at the District's sole discretion.

The District normally requires the Service Provider Invoicing (SPI) mode, with discounts provided to the District, clearly indicated on invoices to the District as such including Funding Request Number, and requests the opportunity to review all SPI documentation for quality assurance purposes before it is submitted to the SLD for processing. The District nevertheless reserves the right to require Billed Entity Application for Reimbursement (BEAR) invoicing mode on a case-by-case basis. Offeror should indicate willingness to operate using whichever mode of invoicing is requested by the District.

V. EVALUATION AND AWARD

The School District intends to contract with the qualified firm(s) and/or individual(s) whose proposals are deemed to be most advantageous to the School District. No contract shall be awarded solely on the basis of price. Cost is a factor in selection. However, only those proposals determined to best meet all of the requirements of the Request for Proposals will be given consideration. Positive efforts shall be made to involve minority and small businesses.

Evaluation of proposals will be by a committee that may be comprised of School District personnel and other community members. The evaluation may consist of two phases. In Phase One, the Evaluation Committee will evaluate, score and rank the responses utilizing the Phase One Criteria listed below. Each numeric ranking will be weighted based on a relative weighting assigned by the Evaluation Committee.

After final scoring of the Phase One Criteria, a short-list and ranking may be created. The short-listed Offerors may proceed into a Phase Two Evaluation. Vendors no longer being considered may be notified by the School District in writing. If the School District does not proceed into Phase Two Evaluations, the scoring of Phase One shall determine the ranking for contract award recommendation.

Offerors who move on to Phase Two of the evaluation process may be required to provide the School District with a demonstration of requested items. Demonstrations may be held after proposal opening and prior to award. Vendor demonstrations may be coordinated to occur on the same day to allow School District staff to evaluate all of the vendors concurrently. Each vendor will be responsible for all costs associated with providing their demonstration. Vendors will be notified prior to the schedule date of the demonstration.

As part of the Phase Two process, the School District may re-score the short-listed vendors according to criteria based on the original proposal as well as any additional information obtained during any or all of the Phase Two activities. As part of the Phase Two process, a ranking may be established to determine the contract award(s).

The School District may enter into further discussions in accordance with A.A.C. R7-2-1047 and R7-2-1048 and may request Best and Final Offers from the vendors.

Evaluation Criteria are listed below in order of relative importance. Your proposal must address these criteria in the order presented. Your response to these criteria must be organized in a clear and explicit manner so as to facilitate the evaluation process.

1. Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
2. Method of approach and/or implementation of services. Breadth and depth of services and perceived compliance with the scope of work.
3. Qualifications of the Offeror, financial and otherwise, to provide the School District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence. Consideration of qualifications will include additional best value services, ability to address environmental needs or expertise offered that exceed the requirements, or the Offeror's inability to meet some of the requirements of the specifications/scope of work. Provide documentation of professional memberships, certifications, and licenses.
4. Experience of firm and/or employees in providing internet services of same or similar nature with similar entities.

Responsiveness to this Request for Proposals and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of TUSD, and the School District's decision shall be final.

VI. PROPOSAL SUBMITTALS

The ***Tucson Unified School District*** will not assume responsibility for any costs related to the preparation or submission of the Proposal.

Each Offeror must supply one original offer, marked with the company name and “ORIGINAL” on the cover in large easy-to-read letters and five (5) full copies of each proposal, each marked with the company name and sequentially numbered “COPY NO. 1”, “COPY NO. 2”, “COPY NO. 3”, etc., on the cover in large easy-to-read letters.

Proposals must be submitted in a sealed envelope and/or box with the Request for Proposal Number and the offeror’s name and address clearly indicated on the outside of the envelope and/or box. It is not necessary to place each individual copy in its’ own separate envelope.

Binders shall be INDEXED and tabbed in the order stated below, with each tab clearly labeled:

- Tab 1. Provide a signed copy of the Offer and Acceptance Page. Proposals submitted without an original, signed copy of this document will be considered nonresponsive.
- Tab 2. Provide a thorough description of the services you are offering to TUSD, including a brief history of your firm, address and how the firm has been providing services. Also, include the location(s) that will serve TUSD. Respond specifically, and in order to all items listed under Section A. Scope of Services. For each service, include:
 - Your firm's philosophy, mission statement and approach to delivery of this service.
 - The anticipated outcomes of the services you propose to provide.
 - Samples of curricula or other materials to be used in providing the service.
- Tab 3. Provide the names, addresses, contact persons, and telephone numbers of at least three clients TUSD may contact as professional references. References must have received the same or substantially similar services to those offered to TUSD.
- Tab 4. Proposal Cost Form. Provide a unit cost schedule of fees for the services, products and equipment you are offering. A range of fees may be submitted for the various services, products and equipment, including all required hardware, software and license fees. The schedule of fees must also include travel, lodging, and fee associated with training of School District staff.
- Tab 5. Payment Method Form
- Tab 6. Deviations and Exceptions Form. Deviations and exceptions may cause your offer to be non-responsive. Deviations and exceptions noted elsewhere in your offer, and not specified on this form, will be considered void and not part of your offer.
- Tab 7. Additional Materials Form. Provide this form and any *pertinent* supplementary information regarding your firm's services or experience that may enable TUSD to become aware of the firm's qualifications. **Please use eco-friendly consideration and consumables when preparing your response. Elaborate brochures, expensive paper, bindings, visuals, presentation aids and packaging beyond that sufficient to present a complete and effective proposal is not desired.**
- Tab 8. Include in the “ORIGINAL” only (and not in all of the other copies), the Confidentiality/Proprietary Information Form, **Notary Signed and Stamped** Non-Collusion Affidavit Form, and the I.R.S. W-9 Form.

- Tab 9. Include in the “ORIGINAL” only (and not in all of the other copies), the Amendment Acknowledgement Form and signed/dated Amendment (if applicable).

“This request for bid/proposal document originated on the AZPurchasing.org website. If you obtain this document from any other source, whether a physical copy you picked up from TUSD Purchasing Office, or from a third-party bid outsourcing firm, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from AZPurchasing.org website you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at AZPurchasing.org. Failure to adhere to this recommendation could put your company/firm at risk of bid rejection as not all necessary attachments or amendments may be passed along for your completion.

- Tab 10. Include in the “ORIGINAL” only (and not in all of the other copies), one (1) electronic copy on **FLASH DRIVE ONLY** in MS Word, MS Excel, and/or PDF format as appropriate, PC readable, labeled, and not password protected. This may be included and attached here or otherwise affixed to the cover or binder pocket. Be sure to verify and play all documents to ensure they are readable before submitting. Proposals submitted without electronic copies or with corrupt files may be deemed nonresponsive.
- Tab 11. (OPTIONAL) Include in the “ORIGINAL” only (and not in all of the other copies), a copy of the applicable Certificate of Insurance naming TUSD as additional insured. Note: The Certificate of Insurance is optional at the time of bidding, but will be required prior to award of any contract. Failure to provide evidence of insurance within ten (10) days of a request will be grounds for canceling award.

VII. PAYMENT METHOD FORM

I/We, the undersigned, propose to provide the service necessary for the specifications/ scope of work.

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the School Districts rules, regulations and policies.

TUSD's preferred method of payment is by procurement card aka pCard, a commercial credit card, to both improve and expedite the purchasing and payment process. The proposed percent discount for goods and services must remain the same regardless of what payment or procurement method the District uses.

TUSD will not pay convenience fees, surcharges or any additional costs for payments made by credit card.

Do you accept commercial credit card?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, can commercial payment(s) be made (provide information) :		
a) Online? _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b) By email? _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c) By phone? _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
d) By fax? _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you extend a prompt payment discount?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
a) If yes, what is the discount?		
Do you accept electronic copies of TUSD Purchase Orders?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(a) If yes, please provide a central email address where PO's may be sent along with contact information such as name and phone number for the person responsible for entering purchase orders. Email and Contact Information:		

Signature

Date

Printed Name, Title

RFP NO. 20-01-24 - Internet Services – E-Rate**RFP No. 20-01-24****OFFER AND ACCEPTANCE**

TUSD Purchasing Department
1010 E. 10th Street, Bldg B, Room 272
Tucson, AZ 85719
(520) 225-6080

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

Company Name		For Clarification of this Offer, list local contact: Name
City Business Privilege Tax License No.		
Arizona Transaction (Sales) Privilege Tax License No.		Phone
Federal Employer Identification No.		Fax
Street Address		Web Site
City		E-mail
State	Zip	Signature: _____ Signature Person Authorized to Sign Offer _____ Printed Name of Person Authorized to Sign Offer _____ Title
Tax Rate (if applicable) ____%		

CERTIFICATION

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

1. The submission of the Proposal did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. In accordance with A.R.S. § 35-393.01, the Offeror is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. Unless or 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 State will take no action to enforce it. This provision 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 completed.
8. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
9. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE OF OFFER (FOR TUSD USE ONLY)

When approved for award and countersigned below by the Director of Purchasing or authorized designee, the offer is accepted.

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

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a written purchase order.

Awarded by:

TUSD Director of Purchasing

Date

DEVIATIONS AND EXCEPTIONS FORM

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document. Unallowable or questionable deviations and exceptions may cause your offer to be non-responsive. Deviations and exceptions noted elsewhere in your offer, and not specified on this form, will be considered void and not part of your offer.

Exceptions (check one):

<input type="checkbox"/>	No exceptions. The Undersigned hereby acknowledges that there are <i>no deviations/exceptions</i> to this solicitation.
<input type="checkbox"/>	Exceptions are taken

Describe exceptions taken (attach additional pages if needed):

Printed Name	
Signature	
Date	

[illegible]

AMENDMENT ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all amendment(s) that might be issued. Amendment(s) are posted on www.AZPurchasing.org. Your signature indicates that you took the information provided in the amendment(s) into consideration when providing your complete Offer response. Failure to acknowledge amendment(s) may result in your offer being deemed non-responsive.

Amendment Number	Signature	Date
No amendment(s) were issued. If no amendment(s) were issued, you must still sign and return this form. Note: You should check the website again as late as possible prior to the due date and time to avoid missing any amendments. Amendment(s) may be issued at any time up until the due date and time, even after you have sent in your offer.		
Amendment No. 1		
Amendment No. 2		
Amendment No. 3		
Amendment No. 4		
Amendment No. 5		
Amendment No. 6		

NON-COLLUSION AFFIDAVIT FORM

I, _____ affiant,
(Printed Name)

the _____
(Title)

(Company Name)

Signature confirms Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a Proposal, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

Signature

Notary Signature and Stamp

Signature

I.R.S. W-9 FORM

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

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
[] [] []	-	[] [] []	-	[] [] [] [] [] []					
Employer identification number									
[] []	-	[] [] [] [] [] [] [] []							

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.