Holbrook Unified School District, #3

REQUEST FOR PROPOSAL

28-19-32

WAN ELIGIBLE ERATE SERVICES

RELEASE DATE: November 4, 2026

DEADLINE FOR QUESTIONS: November 24, 2026

RESPONSE DEADLINE: December 8, 2026, 1:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/governments/4803

Holbrook Unified School District, #3

REQUEST FOR PROPOSAL
WAN Eligible Erate Services

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1. Introduction

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A. R. S. 15-213, bids for the material or services specified will be received by the Holbrook Unified School District, #3 electronically through OpenGov.com

Proposals received by the correct time and date shall be opened and the vendors who submitted shall be publicly read. After the proposals submitted in response to Request For Proposal are opened and the award is made the Governing board shall make available for public inspection all information, all offers and all findings and other information considered in determining whose offers is found to be the most advantageous with respect to price, conformity to the specifications and other factors to be selected for the award.

1.1. Summary

The Holbrook Unified School District is requesting proposals for a Wide Area Network to support existing and anticipated instructional and administrative needs of the District between the District Office locations and the campuses identified in the specifications below. The District is seeking a high reliability solution, and will accept land based copper/Optical Ethernet or Wireless proposals.

1.2. Background

Holbrook Unified School District (HUSD) participates in the Federal Communications Commission's E-Rate Program, which provides discounts to eligible schools and libraries for qualifying telecommunications, Internet access, and related services. Through the E-Rate Program, the District seeks to maximize available funding to support reliable, secure, and cost-effective technology infrastructure and connectivity for students, staff, and District facilities.

HUSD is conducting this solicitation to obtain competitive proposals for E-Rate eligible Category 1 services, including self-provisioned and leased network, wide area network transport, and Internet access for the applicable funding year. The procurement and any resulting contract(s) shall be conducted in accordance with applicable federal, state, and E-Rate requirements. Vendors responding to this solicitation must meet all applicable requirements established by the E-Rate Program and shall provide the documentation and information necessary for HUSD to complete its E-Rate funding and compliance obligations.

1.3. Timeline

Please note the Proposal Submission Deadline time. Offers will not be accepted after this programmed time. For example: If the Submission Deadline time is 10:00am the deadline is a hard cut-off. The system will not allow you to click "Submit" at 10:00:00:00:00 (and so on). A submission at 10:00:01 is late and will not be accepted. Also note the submission time is Mountain Standard Time. With the exception of the Navajo Nation, Arizona does not observe Daylight Savings time.

Release Project Date	November 4, 2026

Question Submission Deadline	November 24, 2026, 12:00pm
Proposal Submission Deadline	December 8, 2026, 1:00pm
Public Bid Opening (Non-Mandatory)	December 8, 2026, 1:00pm Public Proposal Opening Virtual link: Holbrook WAN Proposals Due Tuesday ,Holbrook WAN Proposals Due Tuesday, December 8 · 1:00 – 1:15pm Time zone: America/Phoenix Google Meet joining info Video call link: https://meet.google.com/xmd-hjgt-asb Or dial: (US) +1 301-539-2165 PIN: 777 107 311# More phone numbers: https://tel.meet/xmd-hjgt-asb?pin=8908940846014 December 8 · 1:00 – 1:15pm Time zone: America/Phoenix Google Meet joining info Video call link: https://meet.google.com/xmd-hjgt-asb Or dial: (US) +1 301-539-2165 PIN: 777 107 311# More phone numbers: https://tel.meet/xmd-hjgt-asb?pin=8908940846014 Only vendor names will be announced at time of opening.

2. Documents Referenced

2.1. GENERAL DOCUMENTS REFERENCED:

Arizona Administrative Code **(A.A.C.):** https://azsos.gov/rules/arizona-administrative-code

Arizona Executive Orders: https://azgovernor.gov/executive-orders

Arizona Revised Statutes **(A.R.S.):** https://www.azleg.gov/arstitle/

State of Arizona Accounting Manual - Travel Policy: Section IID - Section II

(SAAM): https://gao.az.gov/travel/welcome-gao-travel

Code of Federal Regulations **(CFR):** www.ecfr.gov

Education Department General Administrative Regulations **(EDGAR)**: https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html

E-Verify: https://www.e-verify.gov/employers/enrolling-in-e-verify

Davis-Bacon: https://www.dol.gov/agencies/whd/laws-and-regulations/laws/dbra

Public Law: https://www.congress.gov/public-laws/116th-congress

Uniform Commercial Code as adopted by the State of Arizona **(UCC)**: https://www.azleg.gov/arsDetail/?title=47

United States Department of Housing and Urban Development **(HUD)**: https://www.hud.gov/

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: www.azsos.gov/rules/arizona-administrative-code

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

2.2. E-Rate Documents Referenced

E-rate: https://www.usac.org/

2.3. USAC website for service providers to review our FCC Form 470 information:

https://data.usac.org/publicreports/Forms/Form470Rfp/Index

2.4. Federal/EDGAR Documents Referenced

Code of Federal Regulations is available at: http://www.ecfr.gov

EDGAR is available at: https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html

3. Unauthorized Orders

3.1. Authorized Purchases

The Holbrook Unified School District, #3 Governing Board only recognizes purchases made through the approved purchase order process

3.2. Written Purchase Order

A valid written Purchase Order (PO) will contain authorized signature(s), a Purchase Order Number, a contract number, and terms and conditions.

3.3. Unauthorized Purchases

Any Holbrook Unified School District, #3 employee who orders and/or receives any materials, supplies, or services, with first going through the approved purchase order process has make an unauthorized purchase. Therefore, HUSD is not liable for payment.

3.4. Vendor Responsibilities

A. Do not honor requests:

   1. vendors are not to honor or accept any requests for goods or services unless the vendor receives a written purchase order which will contain authorized signature(s), a Purchase Order Number, a contract number, and terms and conditions.

B. Contact Holbrook Unified School District, #3.

   1. Please alert Lauren Maestas at lmaestas1@holbrook.k12.az.us or 928-524-6144, ext 1012.

3.5. Non-Payment

The Holbrook Unified School District, #3 will not be held responsible for any unauthorized orders or purchases.

4. Uniform Instructions to Offerors

4.1. Definition of Terms

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

A. “Attachment” means any item the Solicitation requires a Bidder or Offeror to submit as part of the Offer.

B. “Award” means a determination by District that it is entering into a contract with one or more Bidders or Offerors.

C. “Bid” means a response to an invitation for bids and includes an offer to contract with District.

D. “Bidder” means a person submitting a Bid in response to an invitation for bids.

E. "Contract" means a legally binding contractual agreement, regardless of what it may be called, for the purchase of materials, services, construction or construction services, or the disposal of materials by District. “Contract” includes the combination of the Solicitation, including the Uniform and Special Instructions, the General and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the Contract or agreement, and is signed by the District Representative.

F. “Contract Amendment” means a written document that is authorized by the District Representative and issued by District for the purpose of making changes to the Contract.

G. “Contractor” means any person who has a contract with District. An Offeror or Bidder who has been awarded a Contract by District is a Contractor of District.

H. “Days” means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.

I. “District” means Holbrook Unified School District, #3.

J. “District Representative” means Ryan Fraley, or their designee.

K. “eProcurement (Electronic Procurement)” means conducting all or some of the procurement function over the Internet. Internet technology is replacing paperbased procurement and supply management business processes. Elements of eProcurement also include Invitation for Invitation for Bids, Request for Proposals, Requests for Qualifications, and Request for Quotations.

L. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

M. “Gift or Benefit” means a payment, distribution, expenditure, advance, deposit or donation of monies, any intangible personal property or any kind of tangible personal of real property that is not of nominal value such as a greeting card, t-shirt, mug or pen.

N. “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.

O. “Offer” means Bid, Proposal, or quotation.

P. “Owner” means the Holbrook Unified School District, #3.

Q. “Person” means any corporation, business, individual, union, committee, club, or other organization or group of individuals.

R. “Offer Deadline” means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.

S. “Offeror” means a person submitting a Proposal in response to a request for proposals.

T. “Proposal” means a response to a request for proposals and includes an Offer to contract with District.

U. “Purchase Order” means a document issued by District, in writing or electronically, and identified as a Purchase Order that authorizes Contractor to proceed with fulfillment of all or part of an awarded Contract by delivery of materials or services in quantities and at times and locations specified in the Purchase Order.

V. "Responsible Offeror" means a person who at the time of Contract Award has the capability to perform the Contract requirements and the integrity and reliability which will assure good faith performance.

W. “Responsive Offeror" means a person who submits an Offer that reasonably and substantially conforms to all material requirements of the Solicitation.

X. "Solicitation" means an invitation for bids, an invitation to submit technical offers, a request for proposals, a request for qualification, or any other invitation or request by which District invites a person to participate in a procurement. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the Uniform Instructions for Offers, General Terms and Conditions for Contract, Special Instructions to the Offeror, Statement of Scope of Work/Specifications, Solicitation Addendums, and Solicitation Exhibits and Attachments.

Y. "Solicitation Addendum" means a written document that is authorized by the District Representative and issued by District for the purpose of making changes, clarifications, or additions to the Solicitation.

Z. "Subcontract" means any Contract, express or implied, between 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.

AA. "Vendor Questionnaire" shall mean the required questions to be answered, listed as part of the Firm's response in the E-Procurement Portal: OpenGov.

4.2. Pre-Offer Inquiries

A. Duty to Examine. It is the responsibility of the Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer Deadline.

B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation Contact Person. The Offeror shall not contact or direct inquiries concerning the Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation Contact Person as a contact.

C. Submission of Inquiries. The Solicitation Contact Person will require that an inquiry be submitted in writing in the solicitation Question and Answer tab. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph.

D. Requests for Exceptions. An Offeror may submit to the Solicitation Contact Person a written request in the Vendor Questionnaire under the Acknowledgement and Acceptance of Terms and Conditions of the Solicitation question of the project, or an unsubstantial, nonmaterial exception or deviation to a specific term, condition, or other provision in the Solicitation. Requests for an exception must identify the specific condition, term, or other provision to be excepted or modified and clearly state any proposed substitutions or modifications thereto.

1. A requested exception that substantially or materially alters a term, condition, or other provision shall be rejected. The District Representative or designee shall determine, in his or her sole discretion, whether an exception is substantial or material and advise the Offeror of the decision. Submission of the Offeror's preprinted contract in place of the General or Special Terms and Conditions of a Solicitation shall be rejected.

2. A request for exceptions must be submitted to the District Representative not less than ten (10) days prior to the Solicitation Deadline. Taking signification deviations to the solicitation will cause your response to be found non-compliant.

3. A request for exceptions shall not be accepted, in whole or in part, unless accepted in writing by the Solicitation Contact Person or District Representative.

4. If the Offeror does not receive District's written response to a request for exceptions prior to the Solicitation Deadline, the Offeror may restate the request for exception in its Acknowledgment and Acceptance of Terms and Conditions of Solicitation form. A request for exceptions in the form will be considered by District when evaluating the Offer. If the request for exceptions is not acceptable, District will reject the Offer.

E. No Reliance on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Addendum. A Bidder or Offeror may not rely on verbal responses from the Solicitation Contact Person to inquiries.

F. Pre-Offer Conference. If a pre-Offer conference has been scheduled under the Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation at the conference.
Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests should be made as early as possible to allow time to arrange for the accommodation.
Verbal responses to questions raised at the conference shall not amend the Solicitation. If an issue is raised at the conference that results in a decision by District to amend the Solicitation, the Solicitation may be amended only by issuance of a written Solicitation Addendum. An Offeror may not rely on any verbal responses to questions at the conference.

4.3. Offer Preparation

A. Forms: No Facsimile or Physical Mail (USPS, FEDEX, UPS, etc.) Offers. An Electronic Offer shall be submitted either on the forms provided in the Solicitation or their substantial equivalent. Any substitute document for the forms provided in the Solicitation must be legible and contain the same information requested on the form. A facsimile, physical mail, or mailgram offer shall be rejected.

B. Acknowledgement and Acceptance Form: The Acknowledgement and Acceptance of Terms and Conditions of Solicitation form must be submitted with the Offer and signed by a representative of the Offeror.
All exceptions or modifications requested by the Offeror, regardless of whether District previously accepted the requested exceptions or modifications requested by the Offeror, must be clearly set forth in the Acknowledgement and Acceptance of Terms and Conditions of Solicitation form. Any exceptions or modifications set forth in the form that have not been previously accepted by District, may be rejected if District determines, in its sole judgment, that the requested exception or modification would substantially or materially alters a term, condition, or other provision of the Solicitation. Unacceptable exceptions or modifications shall

remove the Offer from consideration for award.Offer and Acceptance Form. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and signature by authorized representative of the Bidder or Offeror. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.

C. Subcontractors. An Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

D. Cost of Offer Preparation. District will not reimburse an Offeror for the cost of responding to a Solicitation.

E. Solicitation Addendum. Unless otherwise stated in the Solicitation, each Solicitation Addendum shall be acknowledged electronically by the person signing the Offer, and shall be submitted no later than the Offer Deadline. Failure to acknowledge a Solicitation Addendum will result in non-submission of the Offer.

F. Tax Identification Numbers. An Offeror must provide his or her Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Cost Form.

G. Taxes. Prices stated in a Solicitation shall not include applicable state and local taxes. District is exempt from paying federal excise tax and state property taxes. District is not exempt from state and local transaction privilege (sales) taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in determining the lowest Bidder.

H. Shipping/Delivery. Terms and conditions relating to shipping and delivery are "FOB Destination, Freight Prepaid and Allowed." The shipping and delivery terms are further described in the General Terms and Conditions of Contract and are subject to modification in the Special Requirements of Solicitation, if any, for this Solicitation.

I. Order of Precedence. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the following documents listed in their order of precedence:

1. Solicitation Addendums,
2. Special Terms and Conditions of Solicitation,
3. General Terms and Conditions of Contract,
4. Statement of Scope of Work/Specifications,
5. Solicitation Attachments and Exhibits,

6. Special Instructions to Offerors,

7. Uniform Instructions for Offers.

In the event of a conflict between provisions in two or more of the foregoing Solicitation documents, the document having a higher order of precedence will prevail over the other document or documents with conflicting provisions.

4.4. Submission of Offer

A. Each Offer shall be submitted electronically through OpenGov.

B. Offer Amendment or Withdrawal. The Offeror may withdraw an Offer any time prior to the Offer Deadline. The Offer may not be amended or withdrawn after the Offer Deadline, except as otherwise provided under applicable law.

C. Confidential Information.

1. Request for Confidentiality. If an Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, the Offeror may submit to the District Representative and the Solicitation Contact Person a Request for Confidentiality of Proprietary Information form that identifies the specific information and explains why it should be protected from disclosure. All information proposed for protection from disclosure shall be so identified wherever it appears in the Offer. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.

2. Public record. All contents of an Offer submitted in response to a Solicitation, other than those items determined by the District Representative to be confidential will become a matter of public record available for review after Award notification.

D. Certifications of Offeror. By signing the Offer and Acceptance Form, the Offeror certifies the following:

1. The Offeror has examined and understands the terms, conditions, scope of work/services and specification, and other documents in the Solicitation.

2. The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. The Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited: (i) a Firm put in a sham Offer; (ii) any other person, firm or corporation to refrain from submitting an Offer; or (iii) in any other manner sought to secure for itself an advantage over any other Bidder or Offeror or to produce a deceptive show of competition in the matter of the Offer or Award of a Contract under the Solicitation.

3. The Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a District official or employee in connection with the submitted Offer.

4. The Offeror, including its owners, employees, and agents directly involved in obtaining contracts with the State of Arizona, or any subdivision of the state has not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

5. The Offeror is not currently suspended, debarred, or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.

6. If awarded a Contract, the Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, scope of work/services, specifications, and other documents of the Solicitation.

7. The Offeror is not engaged in and for the duration of the contact will not engage in a boycott of Israel.

4.5. Additional Offer Information

A. Late Offers. An Offer submitted after the Offer Deadline shall be rejected.

B. Unit Price Prevails. 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.

C. Confirmation. District may contact the Offeror to confirm its understanding of the Offer. Such contact shall occur after the Offer Deadline and prior to award. District shall seek written confirmation from the Offeror and shall retain the request and confirmation, if obtained, in the procurement file.

D. Offer Acceptance Period. The Offeror shall hold its Offer open for the later of (i) the number of days after the Offer Deadline stated in the Solicitation or (ii) ninety (90) days.

E. Rights of Waiver, Rejection, and Cancellation. Notwithstanding any other provision of the Solicitation, District may waive any minor informality, reject any and all Offers or portions thereof, or cancel a Solicitation.

4.6. Award

A. Basis of Award. An Award will be made to the Responsible Offeror whose Offer is determined to be:

1. For a request for proposal, the Proposal or Proposals that are determined in writing to be the most advantageous to District based on the requirements of the Solicitation and

evaluation factors set forth in the Special Requirements of Solicitation.
District will evaluate and determine which Proposals are acceptable and unacceptable for further consideration. If determined to be in the best interest of District, District may request interviews with the Offerors determined to be most likely to meet the requirements to discuss cost and/or other portions of the Proposal.

2. No requirement or factor may be used in the evaluation of offers that is not set forth in the Solicitation. The amount of any applicable transaction privilege or use tax of a political subdivision of the State shall not be a factor in determining the lowest Bid or most advantageous Proposal.

B. Multiple Awards. District may award multiple contracts from the Solicitation. The decision to award a single contract, award multiple contracts, or make no award rests solely with District. A multiple Award shall be made only if the District Representative determines in writing, prior to making an award that a multiple Award is necessary and is advantageous to District.
In determining whether to award multiple contracts, District will assess whether multiple vendors are necessary and advantageous to ensure the availability of goods or services that fully conform to District's requirements at the time, place and manner needed by District. If District determines that multiple contracts are necessary and advantageous, District will determine the least number of Contractors that are needed and award Contracts to, the Offerors who submitted the most advantageous Proposals to District.
When determining whether to award of multiple contracts, District may consider a variety of factors, including without limitation: District's experience with existing products and systems, brand continuity for parts replacement, increased demand for goods or services, a single Contractor's ability to provide for District's needs, bonding capacity, Contractor's location and service areas, District's past experience with Contracts for similar product/services, and other relevant criteria, including the criteria set forth in school district procurement code R7-2-1024(B)(1)(D): whether contracts will be awarded by individual line items or groups of line items, by increments, or by designated regions or locations.

C. Formation of Contract. A response to the Solicitation is an offer to contract with District based upon the terms, conditions, scope of work/services, and specifications contained in the Solicitation. An Offer does not become a contract unless and until District accepts it. A contract is formed when the District Representative signs the Award document on behalf of District. No work may commence or products be delivered until District has issued a Purchase Order to Contractor.

4.7. Protests

A protest of a Solicitation or Award may be made by an interested party as defined by the School District Procurement Code. The protest shall comply with and be resolved according to Rules R7-2-1141 through R7-2-1153 of the School District Procurement Code. Protests shall be in writing and be filed with the District Representative, Robert Koerperich, Superintendent. A protest based on alleged improprieties

that are apparent before the Offer Deadline must be delivered to the District Representative before the Offer Deadline. A protest of a Solicitation or Award for any other reason must be delivered to the District Representative within ten (10) days after District makes the Bid file available for public inspection, unless the District Representative finds good cause for the delay of the interested party. A protest shall include:

A. The name, addresses, and telephone number of the interested party;

B. The signature of the interested party or its representative;

C. Identification of the purchasing agency and the Solicitation or Contract number;

D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

E. The form of relief requested.

4.8. Time for filing protests R7-2-1143

A. 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.

B. In cases other than those covered in subsection (A), the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.

C. The interested party may file a written request with the district representative for an extension of the time limit for protest filing set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) 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.

D. If the interested party shows good cause and it is advantageous to the school district, the District Representative may consider any protest that is not filed timely.

E. The District Representative shall immediately give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties.

F. At any time the District Representative or hearing officer may refer the protest to the Holbrook Unified School District, #3 Governing Board for resolution in accordance with R7-2-1152.

5. Uniform Terms and Conditions of Contract

All Contracts awarded by District are subject to the following terms and conditions. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in this General Terms and Conditions of Contract. Provisions of this General Terms and Conditions of Contract may be superseded by the Special Requirements of Solicitation, if any, of this Solicitation.

5.1. Cancellation

A. Cancellation for Bankruptcy or Acquisition. The District reserves the right to cancel, or suspend the use of, any Contract if Contractor files for bankruptcy protection, or is acquired by an independent third party.

B. Cancellation for Conflict of Interest. District may cancel the Contract pursuant to A.R.S. §38-511 for conflict of interest.

C. Cancellation for Convenience. District reserves the right to immediately cancel the Contract without penalty or recourse, in whole or in part, when District determines cancellation to be in its best interests. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable Contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.

D. Cancellation for Non-performance or Contractor Deficiency. District reserves the right to cancel the whole or any part of the Contract due to failure by Contractor to carry out any obligation, term, or condition of the Contract. District may issue a written deficiency notice to Contractor for any of the following:

1. Failing to comply with the accepted terms and conditions of the Contract;
2. Providing material that does not meet the specifications of the Contract;
3. Providing work and/or material that was not awarded under the Contract;
4. Failing to adequately perform the services set forth in the scope of work/services and specifications;
5. Failing to complete required work or furnish required materials within a reasonable amount of time;
6. Failing to make progress in performance of the Contract and/or giving District reason to believe that Contractor will not or cannot perform the requirements of the Contract;
7. Performing work or providing services under the Contract prior to receiving a District-reviewed purchase order for such work.

E. Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to District to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation,

all goods, materials, and work paid for by District, along with documents, data, and reports prepared by Contractor under the Contract shall become the property of District.

F. Cancellation for Replacement. District reserves the right to cancel the Contract awarded under a Solicitation and replace it with a newer Contract awarded to the same Contractor for similar goods and services. District may, at its option, replace the Contract awarded from the Solicitation or delay a new Award until the existing Contract expires. The decision to replace the Contract rests solely with District.

G. Continuation of Performance. Contractor shall continue to perform in accordance with the requirements of the Contract, up to the date of cancellation and as directed in the cancellation notice.

H. Cancellation for Improper Conduct. District may cancel the Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of District with a view toward securing a contract or with respect to the performance of this Contract. Paying the expenses of normal business meals shall be in accordance with District's policy regarding gratuities. Samples of software, equipment, or hardware provided to District for demonstration or evaluation are not considered gratuities.

I. Cancellation by Contractor. Unless otherwise provided in the Special Requirements of Solicitation, if any, Contractor may cancel the Contract by delivery of prior written notice during the 60-day period prior to an annual contract renewal. Termination shall have no effect on projects in progress at the time that a notice of cancellation is received by District.

J. Cancellation for Lack of Appropriation. District may cancel the Contract if the Legislature of the State of Arizona at any time fails to appropriate funds necessary for the District to perform the Contract.

5.2. Contract Administration

A. Records and Audit. Contractor shall retain and, by contract, shall require each subcontractor to retain all books, accounts, reports, files, and other records, whether in written or electronic form, relating to the acquisition and performance of the Contract (the "Records") for a period of five years after the completion of the Contract. At any time during the term of this Contract and five (5) years thereafter, the Records shall be subject to inspection and audit by District at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such records.

B. Audit. Pursuant to A.R.S §35-24, 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 Holbrook Unified School District, #3 and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. 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.

D. Compliance with Prior Certifications. Upon Award of a Contract, Contractor shall continue to fully comply with all certifications provided to District in the Uniform Rules for Offer of the Solicitation.

E. Inspection and Testing. Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor's processes for producing the materials at a reasonable time for inspection of the materials and services covered under the Contract. District shall also have the right to test at its own cost the materials to be supplied under the Contract. Inspection at Contractor's facilities or testing shall not constitute final acceptance of the materials. If District determines non-compliance of the materials, Contractor shall be responsible for the payment of all costs incurred by District for testing and inspection.

F. Notices. Notices to Contractor required by the Contract shall be made by District to the person indicated on the Offer and Acceptance form submitted by Contractor. Notices to District required by the Contract shall be made by Contractor to Solicitation Contact Person indicated on the Solicitation cover sheet. The Solicitation Contact Person 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.

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

H. Advertising. Contractor shall not advertise or publish information for commercial benefit concerning the Contract or its working relationship with District without prior written approval of the District Representative.

5.3. Contract Amendments

A. Amendments. The Contract is issued under the authority of the District Representative. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by Contractor are violations of the Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect.

B. Subcontracts. Contractor shall not enter into any Subcontract under the Contract without the advance written approval of the Solicitation Contact Person. The Subcontract shall require the subcontractor to comply with the terms and conditions of the Contract.

C. Assignment and Delegation. Contractor shall not assign any right nor delegate any duty under the Contract without the prior written approval of the District Representative.

5.4. Contract Claims

All claims and controversies under the Contract shall be resolved according to A.R.S. §15-213 and the School District Procurement Code.

5.5. Contract Interpretation

A. Governing Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the SFA and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by District, the following order of precedence shall prevail:

1. Renewals
2. Amendments,
3. Special Terms and Conditions,
4. General Terms and Conditions,
5. Statement of Scope of Work/Specifications
6. Solicitation Attachments and Exhibits,
7. Special Instructions to Offerors,
8. Uniform Instructions for Offerors,
9. Awarded firm's response.
10. Offeror’s Master Agreement/ Statement of Use/ or like documents

D. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contact, if any, are superseded by the contract or agreement, and is signed by the District Representative.

E. 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.

F. Severability. The provisions of the Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

G. No Parole Evidence. The 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 the Contract.

H. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing to the nonconforming performance knows of the nature of the performance and fails to object to it.

5.6. Contractual Remedies

A. Right to Assurance. If District in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing the Contract, District may demand in writing that Contractor give a written assurance of intent or ability to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand will be treated as an anticipatory breach of the Contract. Upon anticipatory breach, District may pursue all remedies, including termination of the Contract.

B. Stop Work Order.
District may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by the Contract for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the order, 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.
If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The District Representative shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Nonconforming Tender. Products and materials supplied under the Contract shall fully comply with the Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with the Contract constitutes a breach of contract. On delivery of nonconforming materials, District may terminate the Contract or pursue any other right or remedy available to it.

D. Right to Offset. District shall be entitled to offset against any sums due Contractor, any expenses, costs or damages incurred by District as a result of Contractor's nonconforming performance or failure to perform the Contract.

E. Non-exclusive Remedies. The rights and the remedies of the parties under the Contract are not exclusive.

F. Force Majeure. Except for payment of sums due, a party shall not be liable to the other or deemed in default under the Contract if and to the extent that such party's performance of the Contract is prevented by reason of Force Majeure. As used in the Contract, the term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of God; acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fire, flood, lockouts; or failures or refusals to act by government authority. Force Majeure shall not include any of 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.
2. Late performance by a subcontractor unless the delay arises out of a Force Majeure as defined in the Contract.
3. Inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
4. If delayed in the progress of work by Force Majeure, the delayed party shall deliver written notice to the other party as soon as soon as practicable.
5. The notice shall specify the cause of the delay and estimate the time for performance. A delay or failure in performance by either party shall not constitute default or give rise to a claim for damages, to the extent that such delay or failure is caused by a Force Majeure.

5.7. Federal and State Requirements

A. Holbrook Unified School District, #3 Fingerprinting Requirements. Contractor, including any employee of Contractor, a subcontractor and employee of a subcontractor, who is contracted to supply services on a regular basis (at least five (5) times during a month) at a District school shall at its own expense, obtain a valid fingerprint clearance card in accordance with A.R.S. §41-1758 and present it to District or school prior to commencement of services. An exception to this requirement may be made as authorized in Governing Board policy.

B. E-Verification. Contractor agrees to comply and maintain compliance with FINA, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance of federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

C. Registered Sex Offender Restriction. Contractor agrees that no employee or agent of Contractor or a subcontractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. Contractor further agrees that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at District's discretion.

D. Non-Discrimination. Contractor shall comply with all applicable state executive orders and federal and state laws, rules and regulations that protect persons from illegal discrimination on the basis of race, color, religion, national origin, sex, disability, and age.

E. Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under the Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work/services that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the 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.

F. Terrorism Country Divestments. In accordance with A.R.S. §35-392, District is prohibited from purchasing a company that is in violation of the Export Administration Act.

5.8. Insurance and Safety

A. Insurance. Contractor shall procure and maintain until all of its obligations under the Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have workers' compensation insurance unless except by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in the Solicitation.

B. Insurance Coverage. Unless other coverage’s or amounts are specified in the Special Requirements of Solicitation, Contractor shall provide coverage’s with limits of liability not less than the following:
Commercial General Liability – Liability arising out of activities performed by or on behalf of Contractor
General Aggregate $2,000,000
Products – Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000

The policy shall be endorsed to include the following specific language: "Holbrook Unified School District, #3 is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."
Automobile Liability – Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of the Contract
Combined Single Limit (CSL) $1,000,000
The policy shall be endorsed to include the following language: "Holbrook Unified School District, #3 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including automobiles owned, leased, hired or borrowed by Contractor."
Workers' Compensation and Employers' Liability
Workers' Compensation Statutory
Employers' Liability:
Each Accident $100,000
Disease -Each Employee $100,000
Disease -Policy Limit $500,000
Property Insurance
Contractors awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

C. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.

2. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

D. Safety. Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property from damage, loss, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state and local government job safety requirements, including the Occupational Safety Health Act.

5.9. Licenses

Contractor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. District reserves the right to stop work and/or cancel the contract of any Contractor whose license(s) expire, lapse, are suspended, or are terminated.

5.10. Payment

A. Contractor Invoice. Contractor shall invoice District after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Bid number of the Solicitation. Taxes shall be listed separately from the item cost. Contractor shall send invoices to District's Accounts Payable Department, 1000 N 8th Ave, Holbrook, AZ 86025. All transactions are payable in U.S. currency only.

B. Contractor Payment. District shall issue payment to Contractor after receipt of invoice. Payment terms are net thirty (30) days from receipt of Contractor's invoice.

C. IRS W-9. Contractor shall have a current I.R.S. W-9 Form on file with District to receive payment under the Contract.

D. Correct Billing. Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to District within the time allowed by law, in the form of a check or credit memo, as determined by District.

E. Progress Payments. District may make progress payments under the following conditions: 1) District and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) District accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with District's local governing entity rules and any and all other applicable state rules and regulations.

5.11. Price and Product Changes

A. Current Products. Contracts shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the Bid is submitted.

B. Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate. District may require satisfactory evidence that the product has been discontinued, that the proposed alternate meets or exceeds the Contract specifications, and that the price of the proposed alternate is equal to or less than that of the discontinued product. District, in its sole discretion, may approve the request by issuing notice to the Contractor or a Contract amendment. Upon approval by District, Contractor shall make available electronic price lists/catalog updates at no additional cost to District.

C. Price Adjustments.

1. Price Increases. Prices shall be firm for the initial term of the Contract. Contractor may submit to the District Representative a fully documented request for a price increase not more than 90 days and not less than 60 days prior to the renewal date of the Contract. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process.

2. The District Representative shall determine whether the requested price increase or any other option is in the best interest of District. The District Representative may require satisfactory evidence that manufacturers, suppliers, or service providers to Contractor have imposed or announced cost increases that contribute directly and substantially to Contractor's cost of doing business. A price increase, if approved, shall be effective upon the effective date of the Contract extension.

D. Price Decreases. During the term of the Contract, Contractor shall offer to District an equivalent price reduction for any Contract product if Contractor publishes a price reduction for the Contract product for other customers of Contractor. District may accept a price reduction at its discretion.

5.12. Relationship of the Parties

A. Independent Contractor. Contractor is an independent contractor to District.

B. No Contractual Relationship with Subcontractor. District shall have no contractual relationship with a subcontractor.

C. Affordable Care Act. Contractor understands and agrees that it shall be solely responsible for its compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to District as required by state or federal law.

5.13. Risk and Liability

A. Risk of Loss. Contractor shall bear all loss of conforming material covered under the Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt of goods or services does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of receipt.

B. General Indemnification. Contractor shall indemnify, defend, save, and hold harmless District and its Governing Board members, employees, and agents (hereinafter referred to collectively as "District") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to collectively as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of

its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that District shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of District, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the Award of the Contract, Contractor agrees to waive all rights of subrogation against District for losses arising from the work performed by Contractor for District.

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

D. Third Party Antitrust Violations. Contractor assigns to District any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

5.14. Shipping/Delivery

A. Shipping Terms/Transfer of Title. Shipments shall be F.O.B. Destination (District), Freight Prepaid and Allowed. Title and risk of loss shall not pass to District until District receives the products or materials at delivery point, unless otherwise provided in the Special Requirements of Solicitation, if any.

B. Shipment Under Reservation. Contractor shall not ship under reservation and no tender of a bill of lading shall operate as a tender of the products or materials.

C. Shipping Charges. District shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.

D. Shipping Errors/Risk of Transportation. Shipping errors will be at Contractor’s expense. If Contractor ships products or materials that were not ordered, Contractor shall pay for return shipment at the convenience of District. All risk of transportation and all related charges shall be Contractor’s responsibility. Contractor shall file all claims for visible or concealed damage. District will notify Contractor promptly of any damaged products and shall assist Contractor in arranging for inspection.

5.15. Taxes

A. Payment of Taxes. District is responsible for payment of all taxes listed on the invoice. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.

B. Pre-tax Prices. Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by District.

C. Federal Excise Tax. District is exempt from paying federal excise tax.

D. Property Taxes. District is exempt from state and county property taxes.

E. State and Local Transaction Privilege (Sales) Taxes. District is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from District does not relieve Contractor from its obligation to remit taxes to the proper revenue office.

F. Tax and Withholding Indemnification. Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Contractor or subcontractor. Contractor shall hold District harmless, and shall require its subcontractors to hold District harmless from any responsibility for taxes and contributions required under federal and/or state and local laws and regulations, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.

5.16. Term of Contract and Extensions

A. Contract Term. The initial term of the Contract shall be one (1) calendar year from the effective date of Contract Award, unless otherwise specified in the Special Requirements of Solicitation.

B. Contract Extension. By mutual written agreement between District and Contractor, the Contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. District will determine whether it is in District's best interests to agree to a Contract extension. The factors used to make this determination may include, without limitation, Contractor's satisfactory performance of the Contract, the likelihood of continued satisfactory performance, including competitive prices for Contract products, materials and services, and the likelihood that District will need to purchase from the Contract. The Contract will expire unless renewed by issuance of written notice by District or a purchase order for the term of the extension.

C. Month-to-Month Extension. District may offer month-to-month extensions if that is determined to be in the best interests of District.

5.17. Warranty/Quality Guarantees

A. Fitness. Contractor warrants that all equipment, material and services supplied to District shall fully conform to all requirements of the Contract and all representations of Contractor, and shall be fit for all purposes and uses required by the Contract.

B. Inspection. Contractor's warranties and certifications set forth in the Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by District.

C. Quality. Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for one (1) year after acceptance by District, the equipment, materials, and service shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purposes for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the Contract;
4. Adequately contained, packaged and marked as the Contract may require; and
5. In conformance with the written promises or affirmations of fact made by Contractor.

D. Compliance with Applicable Laws. The equipment, materials, and services supplied under the Contract shall comply with all applicable federal, state, and local laws, and the Contract shall maintain all applicable licenses and permits.

E. Warranty Requirements. Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the specifications of the Solicitation. Unless stated otherwise, all equipment shall carry a minimum 24-month manufacturer's warranty, including parts and labor. Contractor agrees to help District reach resolution in a dispute with the manufacturer over warranty coverage. Any extended manufacturer's warranty shall be passed on to District without exception. District reserves the right to cancel the Contract if Contractor charges District for a replacement part that Contractor received at no cost under a warranty.

F. No Liens. Contractor warrants that the materials supplied under the Contract are free of liens.

G. Survival of Rights and Obligations.

1. Contractor's Representations and Warranties. All representations and warranties made by Contractor under the Contract shall survive the expiration or termination of the Contract
2. Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of the Contract, unless otherwise directed in writing by the District Representative.

5.18. Fire Drill/Campus Lockdown Drill

A. The Vendor shall be responsible for notifying the school office of their presence and/or their employee's presence on campus on a daily basis. Vendors shall provide its employees with

proper identification that displays the name of the firm and the employee. Identification must be worn on the outer garment at all times while performing services at any site; an identifiable T-shirt is acceptable.

1. **Fire Drills;** All vendors must be aware that, while at any site within the Holbrook Unified School District, #3 any and all personnel employed by their firm must respond and act accordingly to all fire drills. The requirement applies whether vendor is participating in a site visit, evaluating the scope of a job for bid response, or performing work at a site.
2. **Lock Down Drills:** All vendors must be aware that, while at any site within the Holbrook Unified School District, #3, all personnel employed by their firm must respond and act accordingly to all lockdown/lockdown drills. The requirement applies whether the vendor is participating in a site visit, evaluating the scope of a job, or performing work at a site.
3. Holbrook Unified School District, #3 does not differentiate between an actual lockdown or a drill, all announcements are the same. In a lockdown situation: if outside the building, exit the campus to a safe and secure location immediately; if inside a building attempt to get behind a locked door immediately. First responders will treat you as a potential threat if you are not locked down.

6. Special Instructions to Offerors

6.1. Instructions for Electronic Bidding

Holbrook Unified School District, #3 is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov by signing up at https://procurement.opengov.com/signup . Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

6.2. Erate Technology Terms

A. “ACC” Arizona Corporation Commission

B. "Application benefit" means a quantified assessment of the benefits to be achieved in state program and support areas by the information systems or Internal Connections systems proposed by the vendor, including reasonably projected reductions in program costs and increases in productivity of state personnel.

C. “FCC” Federal Communications Commission (FCC) regulates interstate and international communications by radio, television, wire, satellite and cable.

D. "Information systems" means a system of hardware, software or vendor support costing more than one hundred thousand dollars that processes information or data by electronic data processing methods and devices.

E. "Life cycle" means the useful life of the information systems or Internal Connections systems to the original using agency to perform the application for which it was initially procured.

F. “Standard” 99.9 percent - Less than nine hours of unplanned downtime per year. If the average time to repair a problem is four hours, a site can have two problems per year.

G. "State contract" means an indefinite quantity contract for one or more similar materials or services that is awarded to more than one bidder or offeror to satisfy the needs of more than one using agency in the State of Arizona.

H. “TEROs” Tribal Employment Rights Offices.

I. "Total life cycle cost" means vendor costs, total state costs and financing costs throughout the life cycle of the information systems or Internal connections systems being purchased.

J. "Vendor costs" means costs of all hardware, materials, software, transportation, vendor support and all other identifiable costs associated with the vendor's proposal or bid.

K. "Vendor support" means services provided by the vendor for items such as consulting, education, management of the information systems or Internal Connections systems, systems planning, development, integration and maintenance and training.

6.3. Inquires

All questions are to be upload to within the OpenGov software at OpenGov. Questions shall be submitted in the Questions and Answers Tab on OpenGov site no later than Tuesday, November 24, 2026 by 12:00 pm.

For assistance with submittals, vendors are welcome to use the OpenGov support chat (blue chat bubble in the bottom right corner) to connect with a member of OpenGov's support team who will be able to assist you with your submission.

6.4. Preparation of Electronic Proposals

Holbrook Unified School District, #3 is only accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov by signing up at https://procurement.opengov.com/signup . Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

6.5. Contract Award

It is anticipated that a contract under this RFP will be awarded to a single offer.

6.6. Multiple Award

Holbrook Unified School District, #3 reserves the right to make a multiple award to more than one Offeror. Holbrook Unified School District, #3's basis for determining whether to award multiple contracts, and the criteria for selecting Offerors for multiple contracts is as follows. Contracts will be awarded by individual line item, by groups of like line items, incrementally, by region or by location. The award will be limited to the least number of Offerors that the District determines is necessary to meet the needs of the District.

6.7. 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.

6.8. Evaluation

Representatives of the District will evaluate proposal and score them from the most likely to the one least likely to meet the requirements as outlined in the RFP. Per A.A.C. R7-2-1042(A)(1)(q), if several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews Holbrook Unified School District, #3 reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of Holbrook Unified School District, #3.

6.9. Offeror Responsibility

A. The successful Offeror shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to Holbrook Unified School District, #3 facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

B. 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 Holbrook Unified School District, #3.

C. 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 Holbrook Unified School District, #3.

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

E. The successful Offeror must provide adequate training for all contracted employees providing services under this contract.

F. 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.

6.10. Authority

This solicitation as well as any resulting contract is issued under the authority of the Holbrook Unified School District, #3 Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the 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 District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

6.11. Offeror Required Contract/Agreement

If your firm will require Holbrook Unified School District, #3 to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The District reserves the right to accept or reject any or all parts of the proposed agreement. Contract terms shall not conflict with or supersede terms and conditions of the solicitation.

6.12. Questionnaire

A completed Questionnaire is required and provides pertinent details about the Proposal. Details sought in the Questionnaire are a significant portion of how your proposal will be evaluated.

7. Special Terms and Conditions

7.1. Purpose

"Holbrook Unified School District, #3" (HUSD) (also referred to as "Owner") is requesting proposals from qualified firms that would be interested in proposing solutions for WAN Eligible Erate Services. This solicitation will be awarded based on availability of Federal Funds, District M&O.

7.2. Definition of Key Words Used

A. Shall, Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a bid as non-responsive.

B. Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the District may, at its sole option, ask the Offeror to provide the information or evaluate the bid without the information.

C. May: Indicates something that is not mandatory but permissible.

7.3. Governing law Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the State of Arizona and the federal laws of the United States of America, without regard to conflict of law principles. Vendor and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of Arizona, located in the County of **Apache**, and each of Vendor and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose an any suit, action or proceeding.

7.4. Electronic Reponses

Uploading a file or linking a file where a text answer is required will make your proposal non-responsive.

7.5. Fire Drill/Campus Lockdown Drill

Fire Drill/Campus Lockdown Drill

A. The Vendor shall be responsible for notifying the school office of their presence and/or their employee's presence on campus on a daily basis. Vendors shall provide its employees with proper identification that displays the name of the firm and the employee. Identification must be worn on the outer garment at all times while performing services at any site; an identifiable T-shirt is acceptable.

1. **Fire Drills;** All vendors must be aware that, while at any site within the Holbrook Unified School District, #3, any and all personnel employed by their firm must respond and act accordingly to all fire drills. The requirement applies whether vendor is participating in a site visit, evaluating the scope of a job for bid response, or performing work at a site.

2. **Lock Down Drills:** All vendors must be aware that, while at any site within the Holbrook Unified School District, #3, all personnel employed by their firm must respond and act accordingly to all lockdown/lockdown drills. The requirement applies whether the vendor is participating in a site visit, evaluating the scope of a job, or performing work at a site.
3. Holbrook Unified School District, #3 does not differentiate between an actual lockdown or a drill, all announcements are the same. In a lockdown situation: if outside the building, exit the campus to a safe and secure location immediately; if inside a building attempt to get behind a locked door immediately. First responders will treat you as a potential threat if you are not locked down.

7.6. Minimum Wage Rate:

Contractor must pay a minimum wage, which conforms to Federal Regulations, to Contractor's employees engaged in the performance of service to the Holbrook Unified School District, #3. If minimum wage requirements increase during the term of the contract, the contractor may request an increase based on the following:

A. The direct cost of the increase paid to the employee (below new minimum wage) plus F.I.C.A.

B. The increase will be allowed only for employees who are currently paid minimum rate or a rate less than the new minimum.

C. The increase will be allowed only on hours that the contractor can document through payroll records.

D. The Business Manager must approve the increase in writing prior to rate being invoiced. Holbrook Unified School District, #3Governing Board must formerly approve any increase.

7.7. Contract Type

Fixed Price: A price established by a contract and not subject to subsequent change.

7.8. Partial Bids

Holbrook Unified School District, #3 will not consider partial proposals.

7.9. Projected Award

It is the intent of Holbrook Unified School District, #3 to award a contract at its next Governing Board meeting after the Evaluation of the proposals received, and recommendation(s) made.

7.10. Term of the Contract

This contract is intended to be effective from award through FY 2031-32, effective upon vendor contract acceptance and the issuance of a Purchase Order. If the service acceptance date is after July 1, the contract term may be reduced to expire with the end of the fiscal year at the discretion of the District. The Parties agree that this contract may be renewed at the initiative and option of the District for up to

four (4) additional years in increments of one year or less, not to exceed a total of 120 months. Holbrook Unified School District, #3 will provide a (60) day notice to renew or terminate this contract.

7.11. Extensions

A. Contract Extension. By mutual written agreement between Holbrook Unified School District, #3 and the awarded firm, the initial award may be for three years or greater if it is in the best interest of the district. However, no contract may be extended for more than 60 months total.

7.12. Price Adjustments

A. Price Increases. Prices shall be firm for the initial term of the Contract. Contractor may submit to the HUSD Representative a **fully documented** request for a price increase not more than 90 days and not less than 60 days prior to the renewal date of the Contract. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process.

B. The HUSD Representative shall determine whether the requested price increase or any other option is in the best interest of District. The HUSD Representative may require satisfactory evidence that manufacturers, suppliers, or service providers to Contractor have imposed or announced cost increases that contribute directly and substantially to Contractor's cost of doing business. A price increase, if approved, shall be effective upon the effective date of the Contract extension.

7.13. Award Basis

The successful Offeror(s) will be determined by the Evaluation Criteria, as presented. Awards will not be made based on price alone, as the Offeror must be responsive and responsible. The Holbrook Unified School District, #3 reserves the right to award as many contracts for the services as may be in the best interest of the District. If a firm receives an award, an order is placed and firm is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Request for Proposal, or is unable to hold their price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with solicitation specifications, as determined by HUSD, the District reserves the right to go to the next ranked firm which meets specifications. If the bid item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to each district's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

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

7.14. Contract Payment Terms

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

7.15. Payments Withheld

The District may decline to approve an invoice in whole or in part if unable to make representations to the Owner as provided in Approvals for Payment. Because of:

A. Lack of backup materials with invoice.

B. Lack of meeting the standard of work.

7.16. Electronic Signatures and Notary

In accordance with R7-2-1041, electronic signatures are acceptable.

Electronic Notary Services are acceptable. Resources to provide this service can be found at https://azsos.gov/business/notary-public/remote-enotary

7.17. Lobbying

Lobbying is not permitted with any district personnel or its board members related to or involved with the RFP. Award of the project will be posted appropriately when Holbrook Unified School District, #3's Governing Board approves the recommendation. Any oral or written inquiries must be directed through the procurement department.

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

7.18. Purchasing Orders

A. The District conducts business through the use of purchase orders. Shipments received without the issuance of an approved purchase order shall be subject to rejection and/or return at the vendor's expense without obligation or penalty assigned to the District or it's employees.

B. Services rendered received without the issuance of an approved purchase order shall be subject to rejection and/or return at the vendor's expense without obligation or penalty assigned to the District or it's employees.

7.19. Nonconforming Tender

Products and materials supplied under the Contract shall fully comply with the Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with the Contract constitutes a breach of contract. On delivery of nonconforming materials, District may terminate the Contract or pursue any other right or remedy available to it.

7.20. Key Personnel

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

A. The firm agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.

B. If key personnel are not available for work under this contract, for a continuous period exceeding 3 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 with personnel with personnel of substantially equal ability and qualifications.

7.21. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District. Contractor shall have equipment insurance covering owned, non-owned, leased equipment used in connection with the construction of the work. Additionally, Builder's Risk insurance with a limit liability equal to the final completed value of the work. The coverage shall be written on an all risk of direct damage basis and shall include coverage for flood, water damage, and earthquake and earth movement.

Successful Offeror will 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 "HUSD" as an additional insured party. Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

7.22. Insurance and Safety - Professional Services

A. Insurance: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this RFP. Contractor shall provide coverage with limits of liability not less than those stated below.

B. Commercial General Liability - Occurrence Form: Policy shall include bodily injury, property damage and broad form contractual liability coverage.

   1. General Aggregate $1,000,000
   2. Products – Completed Operations Aggregate $ 500,000
   3. Personal and Advertising Injury $ 500,000
   4. Damage to Rented Premises $ 25,000
   5. Each Occurrence $ 500,000
   6. The policy shall be endorsed to include the following additional insured language: Holbrook Unified School District, #3 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

C. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

   1. Combined Single Limit (CSL) $ 500,000
   2. The policy shall be endorsed to include the following additional insured language: Holbrook Unified School District, #3 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

D. Worker's Compensation and Employers' Liability

   1. Workers' Compensation Statutory
   2. Employers' Liability
   3. Each Accident $ 500,000
   4. Disease -Each Employee $ 500,000
   5. Disease -Policy Limit $ 500,000

E. Professional Liability (Errors and Omissions Liability)

   1. Each Claim $ 500,000
   2. Annual Aggregate $1,000,000
   3. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

4. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

F. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.

2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

7.23. Acceptance Period

In order to allow for an adequate evaluation, the District requires an offer in response to the solicitation to be valid and irrevocable for 90 days after the opening time and date. It is expected that the award for this contract will be made in 45 days.

7.24. Inspection and Reviews

The project will have a periotic monitor visits and review by HUSD staff. Any discrepancies noted during the inspection will be corrected prior to final payment.

7.25. Damages

The successful contractor shall be liable for any and all damage caused by the firm and or its employees to HUSD premises. The offeror shall hold and save HUSD free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by the firm’s operations on premises or third persons.

7.26. Source Limitations

Obtain materials from the source or producer that will provide the required warranty.

7.27. Licenses

Firm shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Firm. Firm shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. The District reserves the right to stop work and/or cancel the contract of any Contractor whose license(s) expire, lapse, are suspended or terminated.

7.28. Americans with Disabilities Act of 1990

The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination of the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the procurement officer for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

7.29. Civil Rights Assurance Statement

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

7.30. Written Certification Pursuant To A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use:

1) the forced labor of ethnic Uyghurs in the People's Republic of China;

2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify Holbrook Unified School District, #3 within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the HUSD that the noncompliance has been remedied.

7.31. Safety

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

7.32. Rules, Regulations and Codes

The work on public buildings shall be in compliance with the State fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the state, city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building,

plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. “Public building” means a building or appurtenance to a building that is built in whole or in part with public monies. (See ARS § 34-461).

All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the District of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

7.33. Hazard Notification

Contractor must advise HUSD's contact person whenever work is expected to be hazardous to school children, District employees and/or operators. In the event that these or other hazardous materials are identified, it must be brought to the attention of the District immediately to determine remediation efforts.

7.34. Fire Drills

All vendors must be aware that, while at any site within the Holbrook Unified School District, #3, any and all personnel employed by their firm must respond and act accordingly to all fire drills. The requirement applies whether vendor is participating in a site visit, evaluating the scope of a job for bid response, or performing work at a site.

7.35. Regulatory Agencies

It will be necessary that all work meet the requirements of **all** Federal, State and local regulatory agencies.

7.36. Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, Holbrook Unified School District, #3 may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

7.37. Oral Presentations

Holbrook Unified School District, #3 may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

7.38. Best and Final Offers

If discussions are conducted pursuant to R7-2-1047, Holbrook Unified School District, #3 may issue a written request for best and final offers. If Offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be considered as the best and final offer.

7.39. Family Educational Rights and Privacy Act

Offeror understands that information access may include sensitive or personal or confidential information, and accepts responsibility for safeguarding it as appropriate. Offeror is aware of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) and understands that it is a federal law that protects the privacy of student educational records, and recognizes that there are severe penalties for its violation.

7.40. HIPAA (Health Insurance Portability and Accountability Act of 1996) Compliance

Holbrook Unified School District, #3 requires documentation regarding the Contractor's HIPAA (Health Insurance Portability and Accountability Act of 1996) compliance status. The Contractor shall complete and sign the District's Business Associate Agreement which shall be retained as part of the procurement file. This agreement involves access to health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the HIPAA.

7.41. Information Disclosure

The firm shall establish and maintain procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in its records or obtained from the District or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract.

Persons requesting such information should be referred to HUSD. The firm also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the firm as needed for the performance of duties under the contract. The District shall receive advanced notification of the release of such data, and reserves the right to approve or disapprove the release of the information, unless otherwise agreed to in writing by HUSD.

7.42. Data Privacy/Security

Firm, its employees, agents, and subcontractors shall cooperate and collaborate with appropriate District personnel to identify and respond to an information security or data privacy incident, including a security breach. Firm agrees to notify Holbrook Unified School District, #3's Chief Systems Officer and other key personnel as identified, of any perceived threats placing the supported infrastructure and/or applications in danger of a or an actual breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the firm(s).

7.43. Information Access

The firm shall, where applicable, implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies. The firm and its employees, agents and subcontractors shall comply with all policies and procedures of the District regarding data access, privacy and security, including those prohibiting or restricting remote access to the District's systems and data. HUSD shall authorize, and the firm shall issue, any necessary information-access mechanisms, including access IDs and passwords, and the firm agrees that the same shall be used only by the personnel to whom they are issued. The firm shall provide to such personnel only such level of access as is minimally necessary to perform the tasks and functions for which such personnel are responsible.

The firm may from time-to-time, upon request, provide an updated list of the firm's personnel having access to the District systems, software, and data, and the level of such access. Computer data and software, including the District employee and/or student Data, provided by the District or accessed (or accessible) by the firm's personnel or the firm's Subcontractor personnel, shall be used by such personnel only in connection with the obligations provided hereunder, and shall not be commercially exploited by the firm or its Subcontractors in any manner whatsoever. Failure of the firm or the firm's Subcontractors to comply with the provisions of this contract may result in immediate termination of this contract. It shall be the firm's obligation to maintain and ensure the confidentiality and security of the District data in its possession or on its systems.

7.44. Disentanglement

Upon any termination or expiration of the Contract, vendor shall perform a complete transition of services, data and all other pertinent operational information to a replacement vendor(s) designated by Holbrook Unified School District, #3 without causing any interruption of services, or any adverse impact on related services provided in conjunction with the Contract.

7.45. Performance

Contractor agrees that, from and after the date that the applicable services commence its performance of the Scope of Work and other contract requirements, will meet or exceed industry best practices subject to the limitations and in accordance with the provisions set forth in this contract. If the Services provided pursuant to this contract are changed, modified or enhanced, the District and the Contractor will review the current performance experience and will in good faith determine whether such experience should be adjusted and whether additional services should be implemented or whether services be removed. Any formal program changes shall be made through a unilateral contract amendment. The following requirements shall also apply:

A. Failure to Perform: If firm fails to complete any deliverable or continues to not meet stated service levels, then Contractor shall:

   1. Promptly perform a root-cause analysis to identify the cause of such failure;

   2. Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;

3. Provide the District with a report detailing the cause of, and procedure for correcting, such failure, and;

4. If appropriate under the circumstances, take action to avoid such failure in the future.

B. Root-Cause Analysis

In the event of the firm's failure to perform required services or meet agreed upon service levels or other firm service standards as required under this contract, the firm shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The District shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation, as deemed appropriate, if the remediation steps impact District assets or operational processes.

7.46. Continuous Improvement and Best Practices

On an annual basis during the Contract, the Contractor and the District shall jointly review:

A. Generally available information indicating industry-wide improvements of delivery of substantially similar services;

B. Improved performance capabilities, including those associated with advances in technology and methods used to provide the services; and

C. Reduced performance capabilities, including those associated with resource reductions.

7.47. Contract Compliance Monitoring

The Director of Information Technology, shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the District all records and accounts relating to the work performed under this Contract.

7.48. Other On-Site Requirements

This is an occupied school campus where the educational process comes first. Therefore, scheduling is essential to completing the project successfully. Significant coordination is required in terms of work processes to avoid disruption of the educational environment. Thus, the ultimate standards must be in place:

A. Sign-in and present positive identification; The District does not allow any weapons on the premises, which includes within vehicles.

B. Park in assigned locations; Contractor shall park in designated parking areas, as directed by District staff.

C. No weapons in vehicles or on campus; The District does not allow any weapons on the premises, which includes within vehicles. Local authorities may be contacted if a Contractor's employee has any weapon onsite

D. Restricted Communication; Contractor nor its employees shall have contact with any persons aside from the Solicitation Contact and designated District staff. Contractor shall refrain from contact with any student, parent, community member or any staff while onsite unless it is for the performance of the work. Profanity or any other type of offensive language will not be tolerated and the contractor's employee will be escorted off property.

E. Alcohol, Illicit Drugs and Smoking. The use or possession of alcoholic beverages or illicit drugs will not be permitted on the school's property. Contractor's employees who show evidence of an impaired condition must not be permitted to remain on the premises. Smoking and vaping are also not permitted on any district premises.

F. Proper Attire; Contractor's employees should wear proper attire that is free of any stains, rips or tears and does not have any disparaging terms, graphics, images or profanity in any way. If contractor's employees appear onsite with any of these items will result with the employee being escorted off property.

G. Breaks and Meal times. Offeror's employees shall take breaks and lunch periods in designated areas. Under no condition shall employees utilize offices or other unauthorized areas for break or lunch periods.

H. Site must be safe at the end of each day;

I. These are no tolerance terms!

8. Special Terms and Conditions E-Rate

8.1. E-Rate

This solicitation and resulting contract is wholly contingent on the successful funding of future E-rate awards from the Universal Services Administration Company and at the option of Holbrook Unified School District, #3. The successful vendor shall honor all pricing and contract components regardless of E-Rate funding status. Holbrook Unified School District, #3 agrees to make clear to the successful vendor at the time of purchase whether a purchase is using the E-Rate discount mechanism or is not using the E-Rate discount mechanism, and will seek separate reimbursement through the E-rate process.

8.2. Costs

A. Your proposal must identify the cost for all non-recurring expenses, including but not limited to construction of conduit, trenching, campus assessment, engineering, project management, documentation, contingency, installation, configuration, travel, taxes, etc. The Offeror must obtain and pay for all permits and inspections required by all legal authorities and agencies having jurisdiction for the work.

8.3. Bandwidths

The proposal must include a cost for the Minimum Bandwidth, the Maximum Bandwidth, and each Incremental Bandwidth denomination specified between the Minimum and Maximum Bandwidth.

8.4. Retention of Records for the E-Rate Program

E-rate current requires retention of records for ten years after the end of the contract. https://www.usac.org/e-rate/resources/document-retention/

8.5. Minimum Wage Rate

Contractor must pay a minimum wage, which conforms to Federal Regulations, to Contractor's employees engaged in the performance of service to the Holbrook Unified School District, #3. If minimum wage requirements increase during the term of the contract, the contractor may request an increase based on the following:

A. The direct cost of the increase paid to the employee (below new minimum wage) plus F.I.C.A.

B. The increase will be allowed only for employees who are currently paid minimum rate or a rate less than the new minimum.

C. The increase will be allowed only on hours that the contractor can document through payroll records.

D. The Director of IT, Ryan Fraley, and the Business Manager must approve the increase in writing prior to rate being invoiced. Holbrook Unified School District, #3 Governing Board must formerly approve any increase.

8.6. Red Light Rule

Any service provider, or the sub-contractor of any service provider, who is currently under, or has reason to believe that they may have a red-light status under, the "Red Light Rule" by the FCC must disclose that information in this proposal. If any service provider, or the sub-contractor of any service provider, is found to have a red-light status under the FCC "Red Light Rule" during the term of this contract, this contract may be immediately terminated.

8.7. Lowest Corresponding Price (LCP)

Service provider warrants they have reviewed all FCC, USAC and SLD information on Lowest Corresponding Price. Service provider warrants they are offering and will continue to offer for the term of this contract, the Lowest Corresponding Price on all goods and services included.

8.8. Suspension or Debarment

If, within the past five (5) years, any firm, business, person, or service provider submitting a proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, including the School and Libraries Division of the Universal Services Administrative Company ("SLD"), the Service provider must include a letter with its response or proposal setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any contract. By signing the proposal offer, the Service provider certifies that no current suspension or debarment exists.

8.9. SPAM Responses

It is the intent to disqualify SPAM responses. If your response is classified as having one or more of the following characteristics it shall be disqualified:

A. The response is general in nature, meaning specific data concerning the request is arbitrary or not well defined within the response.

B. Holbrook Unified School District, #3 is not seeking a laundry list or price list of your company's services. Please submit pricing for services requested.

C. Quantities requested should be listed and calculated, along with taxes, fees, and surcharges. If taxes, fees, and surcharges are not presented, the applicant may estimate for the purpose of cost comparison.

D. Multiple options presented or provided (but not requested). The applicant shall not be required to discern between multiple and various options that may have or may not have been requested. For instance, if Internet Access is requested, and the response includes a list of product offerings that do not apply the proposal shall be marked as SPAM.

E. The proposal sent should be binding and include signed offer.

F. Proposals may not include endless loop terminology. In other words, proposals offering to beat the lowest current or final proposed presented shall not be accepted. Firm fixed pricing must be presented.

G. The same response is sent to multiple applicants shall be considered SPAM.

8.10. Disqualification Common Errors

A. Most common reasons for disqualification or rejection of an Offer include (other reasons may cause disqualification or the rejection of an Offer):

1. Debarred, suspended, or otherwise lawfully prohibited from public procurement activity;
2. SPAM style Offer is submitted;
3. Failure to submit Signed Service Provider Authorized Response ("SPAR");
4. Failure to submit Signed Contracts;
5. Failure to submit Taxes;
6. Failure to properly Mark Offer;
7. Service Provider does not have a valid Service Provider Identification Number (SPIN);
8. Failure to cost allocate ineligible components; and
9. Offer does not contain information necessary to complete an Item 21 Attachment for Form 471

8.11. Notices

Notices to the Contractor required by this Contract shall be made by Holbrook Unified School District, #3 to the person indicated on the contact person listed at OpenGov.com or Service Provider Authorized Response submitted by the Contractor unless otherwise stated in the Contract. Notices to HUSD required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

8.12. 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 HUSD for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. HUSD shall make reasonable efforts to secure such funds.

8.13. Payment of Services SPI

Holbrook Unified School District, #3 will require that the services each fiscal year be submitted for payment to USAC via Service Provider Invoicing (SPI).

8.14. Pricing Clause

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs.

A. Any pricing proposed must comply with the FCC Lowest Corresponding Price Rule as required by the Universal Service First Report and Order, and restated in the FCC E-Rate Modernization Report and Order, adopted July 11, 2014. The FCC Lowest Corresponding Price rule prohibits an E-rate services offeror from offering or charging E-rate applicants a price higher than the lowest price that the offeror charges to non-residential customers who are similarly situated to a particular school, library, rural health care provider or consortium that purchase directly from the offeror.

B. Submitted pricing must identify the cost for all equipment, supplies, and labor, including any costs for campus assessment, project management, documentation, travel, taxes, etc. All taxes, including sales taxes, must be identified separately.

C. The products quoted must be eligible for E-Rate compliant with the Schools and Libraries Division Eligible Services List for the current funding year. The costs for services not eligible for E-Rate must be clearly itemized separate from eligible services.

D. Submitted pricing must include all items and services identified in the Scope of Work and in the quantities specified; no partial quotes will be accepted.

8.15. Fire Drills

All vendors must be aware that, while at any site within the Holbrook Unified School District, #3, any and all personnel employed by their firm must respond and act accordingly to all fire drills. The requirement applies whether vendor is participating in a site visit, evaluating the scope of a job for bid response, or performing work at a site.

9. Special Requirements Federal Requirements

9.1. Federal Funding Requirements (As Applicable)

A. Affordable Care Act: The 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"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by State or Federal law.

B. Buy American Provision: The Offeror will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The Offeror shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

C. Disclosure of Lobbying Activities: Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Offeror must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over $100,000)

D. Certification Regarding Lobbying: 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 appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.

E. Certificate of Independent Price Determination: The Offeror admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.

F. Civil Rights Compliance: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited

from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

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

G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation: 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 Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.

H. Contract Work Hours and Safety Standard Act: The Offeror shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over $100,000)

I. Debarment, Suspension, Ineligibility and Voluntary Exclusion: By signing the Offer & Acceptance form, the 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)

J. 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.)

K. Equal Employment Opportunity: The Offeror shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order

11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

L. Record Keeping: The books and records of the Offeror pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

M. Invoicing: The Offeror fully discloses all discounts, rebates, allowances and incentives received by the Offeror from its suppliers. If the Offeror receives a discount, rebate, allowance, or incentive from any supplier, the Offeror must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. The Offeror must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).
No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the Offeror receiving payments in excess of the Offeror's actual, net allowable costs. 7CFR§210.21 (f)(2)
The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account.

N. Termination Clause: The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over $10,000)

O. E-Verify Requirement: The Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

P. Description of process for enabling vendors to receive or pick up orders upon contract award: Once the District has made the decision to order from an awarded vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to vendor via automated process, based upon the needs of the District. No volume is implied or guaranteed.

Q. Positive efforts shall be made to involve minority and small businesses.

R. For building projects:
Copeland "Anti-Kickback" Act - All contracts and sub grants in excess of $2000 for construction

or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
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).

S. Domestic Preference for Procurement: As appropriate and to the extent consistent with law, the District, to the greatest extent practicable under a Federal award, prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

T. Ban on Foreign Telecommunications: Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

U. Solid Waste Disposal Act: The bidder shall comply with Section 6002 of the Solid Waste Act and its implementing regulations. The requirements of Section 6002 include (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery, and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

V. Contractor Violation or Breach of Contract Terms: Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above, when Public

Entity expends federal funds, Public Entity reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

9.2. Build America, Buy America (BABA) Act - Waiver Authority

A. On November 15, 2021, President Joseph R. Biden Jr. signed into law the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws and will bolster America's industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency shall ensure that "none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." (Build America, Buy America (BABA) Act, P.L. 117-58, Secs 70911 - 70917).

B. Pursuant to Section 70914(c) of the BABA Act, EPA may waive Buy America preference where EPA finds that:

1. Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");

2. Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or

3. Inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

10. Scope of Work E-Rate

10.1. General Requirements District Information

This Request for Proposals (RFP) is for Priority 1 Data Transmission Services to be purchased after July 1, **2025.** Holbrook Unified School District, #3 HUSD intends to apply for discounts on the products and services listed in this RFP through the federal E-Rate program for FY 27-28 July 1, 2027 - June 30, 2028.

Here is HUSD's application information with E-Rate related to this RFP:

• Applicant – Holbrook Unified School District, #3

• Billed Entity Number – 143159

• Establishing Form 470 – 270002862

To view a copy of the posted FCC Form 470, please visit:
https://data.usac.org/publicreports/Forms/Form470Rfp/Index

10.2. Locations

Location	Address	Minimum Bandwidth	Max
Computer Services MDF/Hub	213 N 11th Avenue Holbrook, AZ 86025	6Gbps	50G
District Office	1000 N 8th Avenue Holbrook, AZ 86025	2Gbps	20G
Holbrook High School	455 N 8th Avenue Holbrook, Az 86025	2Gbps	20G
Holbrook Jr High School	412 W Buffalo Street Holbrook, Az 86025	2Gbps	20G
Hulet Elementary School	600 W Buffalo Street Holbrook, Az 86025	2Gbps	20G
Indian Wells Elementary School	Junction of RT 15 & Rt 77 Holbrook, Az 86025	1Gbps	20G
Transportation	1101 W Arizona Street Holbrook, Az 86025	1Gbps	20G

Park Elementary School	453 N 7th Street Holbrook, Az 86025	2Gbps	20G
ADD – Phenix School	216 E. Hopi Drive Holbrook, Az 86025	1Gbps	20G
Maintenance	289 N 12th Avenue Holbrook, Az 86025	1Gbps	20G

10.3. Monthly Costs

Please include all fees, including Monthly Re-occurring Costs, Non Re-occurring Costs, including Installation, and applicable taxes. FCC rules require that an Applicant sign a contract with the service provider before signing and submitting a completed Services Ordered and Certification Form (Form 471). Consequently, all Contracts, Statements, of Work, and/or Service Agreements should be submitted with this response with a handwritten signature and date. Failure to provide signed documents may disqualify your response for services sought.

Countersigned documents may be provided after the Funding Commitment Decision Letters are issued by the Schools and Libraries Division of the Universal Services Administrative Company.

10.4. Service Provider Authorized Response ("SPAR")

Responses shall include the Service Provider Authorized Response ("SPAR"). The SPAR serves as a contract and proof of timely response. Additional agreements may be included and executed for service delivery. For E-rate filing purposes the SPAR may be used. All additional agreement(s) should be authorized prior to submission for Applicant review.

10.5. Minimum and Maximum Bandwidth

A. The proposer must include a cost for the Minimum Bandwidth, the Maximum Bandwidth, and each Incremental Bandwidth denomination specified between the Minimum and Maximum Bandwidth.

B. *F*or example, a Minimum Bandwidth of 100 Mbs and a Maximum Bandwidth of 500 Mbs with an Incremental Bandwidth of 100 Mbs will require pricing for 100 Mbs, 200 Mbs, 300 Mbs, 400 Mbs, and 500 Mbs levels of Bandwidth.

10.6. UpGrades

The proposer must allow for upgrades to quoted bandwidths.

10.7. Quality of Service (QoS)

The proposer's network must support Quality of Service (QoS).

10.8. On-Premise Category 1

Any components provided such as “On-Premise Category 1” equipment must be new and purchased from the manufacturer, not refurbished or purchased from “secondary markets” or “independent re-furbishers.”

10.9. Service Level

The proposed network must support a Service Level of 99.9% uptime.

10.10. Trouble Notification Service

The proposed network must include a 24 x 7 x 365 monitoring and trouble notification service.

10.11. Monthly Reporting

A monthly report on trouble tickets must be provided to the IT Director, Ryan Fraley

10.12. Escalation of Trouble Tickets

The proposer must state what the Offeror’s policy and procedure for escalation of unresolved trouble tickets. This statement must include the Offeror’s policy on providing outage credits.

10.13. Implementation Plan

Service providers should propose an implementation plan with a seamless transition for the delivery of service. The service delivery plan should be designed to mitigate the risk of downtime and assure continued uptime. Work that requires the interruption of the current service shall be performed after hours and/or at a time that is agreeable to HUSD. All proposed solutions shall be fully tested to assure the service expectations defined within this document. **If a new service provider is selected** and their services deployed, it is expected to run alongside the current solution and in conjunction with HUSD expectations prior to replacing the existing service. Service Level Agreements are expected.

10.14. Coordination of Work and Communication

The proposer must provide and be responsible for all coordination work and correspondence required to facilitate the required services, interface, charges, cut over schedule, and dates.

10.15. Supervisor and Technical Personal

The proposer must provide a competent supervisor and supporting technical personnel, acceptable to the District, during the entire installation.

11. Vendor Proposal

Please submit all downloaded forms in PDF format.

11.1. Resulting Award - Contract*

The resulting contract is subject to all terms of the district procurement code including limitations as to duration, rights of the district to terminate and means of dispute resolution. No resulting contract is renewable except to the extent provided in the solicitation. No vendor terms take precedence over the solicitation and district procurement code.

☐ Please confirm

*Response required

11.2. Response Submittal "Embedded Attachments or Documents"*

Our firm understands that we are not to embed any documents within the questionnaire, as they will not be accessible or evaluated. Embedded Links will disqualify your response. This includes adding photographs or other images to your response.

When a document is required to be uploaded, it must be in pdf format and unlocked (unless the firm will provide the key if they are the highest ranked firm.)

☐ Yes
☐ No

*Response required

11.3. Forms and Compliance

*11.3.1. Vendor Registration Form**

Please download the below documents, complete, and upload.

- Vendor_Registration.pdf

*Response required

*11.3.2. Fingerprint Clearance Compliance**

Will all the employees of your firm have Fingerprint Clearance Cards?

☐ Yes
☐ No

*Response required

*11.3.3. Drug Testing**

Do you drug test your employees prior to hire?

☐ Yes
☐ No

*Response required

*11.3.4. Acknowledgement and Acceptance of Terms and Conditions of the Solicitation**

Holbrook Unified School District, #3 Explanatory Note: The purpose of this question is to confirm the Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested in the question or that have been requested and approved prior to submission of the Offer. All exceptions or modifications to the Solicitation, regardless of whether the District approved such items prior to submission of the Offer, must be clearly set forth in this form.

The Offeror, by the undersigned representative, acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below. As used in this question, "terms and conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of Solicitation (if any), Specifications/Scope of Work, and Solicitation Addendums (if any).

☐ The Offeror takes no exceptions or modifications to the terms and conditions of the Solicitation. (Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
☐ The Offer requests the exceptions or modifications set forth below and attached hereto to the terms and conditions of the Solicitation: (Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to. Unacceptable exceptions shall remove your proposal from consideration for award. The District shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)
*Response required

*11.3.5. Unauthorized Purchases**

Have you read and does your firm understand that no work can be done without a purchase order in place.

☐ Yes
☐ No

*Response required

*11.3.6. Deviations and Exceptions if requested**

Any deviation or exception to information found **within the solicitation** must be identified below. Any deviation, exception or the inability of the vendor to comply with a particular item found within the solicitation must be clearly and fully stated. Failure to list any deviations indicates full compliance with the solicitation.

☐ Yes
☐ No

*Response required

When equals "Yes"

11.3.7. Deviations and Exceptions

Please download the below documents, complete, and upload.

- Deviations-Exceptions.pdf

*11.3.8. Request for Confidentiality or Proprietary Information**

The purpose of this form is to request that Holbrook Unified School District, #3 treat as confidential specific information in the Offer that the Offeror believes is a trade secret or other proprietary information.

All information that is the subject of the request for confidentiality must be designated on form you will attach if you answer yes. An explanatory statement for the request must be clearly set forth in this form. Additional pages may be attached to the form.

The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination.

Requests to protect pricing information, references, or the entire Offer from disclosure will be denied.

☐ Yes
☐ No

*Response required

When equals "Yes"

11.3.9. Request for Confidentiality or Proprietary Information

Please download the below documents, complete, and upload.

- Confidential-Proprietary_In...

11.3.10. Contact Information if short-listed

Please provide the contact information that should be used to contact your firm if you are short-listed. Include the contact name, cell phone number and email address.

*11.3.11. E-mail Address for Submitting Orders**

Please provide the contact information that may be needed by accounts payable after implementation of the contract. Include a contact name (if available), phone number and email address.

*Response required

*11.3.12. Familial Relationship Disclosure**

Please download the below documents, complete, and upload.

- Familial_Relationship_Discl...

*Response required

*11.3.13. Non-Collusion Affidavit Notarized **

Please download the below documents, complete, and upload.

- Non-Collusion_Statement.pdf

*Response required

*11.3.14. No Israel Boycott**

To the extent applicable, Holbrook Unified School District, #3 is prohibited by A.R.S. § 35-393.01 from entering into a contract with any company for professional services unless the contract with the company includes a written certification that the company is not currently engaged in, and will not, for the duration of the contract, engage in a boycott of Israel. By submitting a Response, a Respondent represents to HUSD that it is not currently engaged in a boycott of Israel and that it will agree to language in the contract prohibiting any such boycott for the duration of the contract.

Do you agree?

☐ Yes
☐ No

*Response required

*11.3.15. Forced Labor of Ethnic Uyghurs Ban**

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:

☐ The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following: ● Forced labor of ethnic Uyghurs in the People's Republic of China; ● Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or ● Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
☐ Unfortunately, the Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
☐ We are an Exempt Contractor as the firm is a sole proprietorship, has fewer than ten (10) employees and/or, firm is a non-profit organization.
*Response required

*11.3.16. Offer and Acceptance Form **

Please download the below documents, complete, and upload.

ALL UNSIGNED RESPONSES SHALL BE REJECTED.

- Offer_and_Acceptance.pdf

*Response required

*11.3.17. Certificate of Insurance (COI)**

Please upload your complete COI here.

*Response required

*11.3.18. W-9**

Please upload your complete W-9 here.

*Response required

*11.3.19. Drug-Free Workplace**

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

☐ Yes
☐ No

*Response required

11.4. Firm Information

*11.4.1. RFP Qualifications of the Firm**

Is the Offeror a publicly traded firm or privately held?

☐ Publicly Traded Firm
☐ Privately Held
*Response required

11.4.2. RFP Qualifications Bankruptcy

Has firm, and/or their parent company, if applicable, filed for bankruptcy in the past seven (7) years?

☐ Yes
☐ No

11.4.3. Disclosure of Legal Proceedings

Fully disclose involvement in any legal proceedings, settlements, lawsuits or governmental regulatory actions and any contractual demands for assurance regarding the provision of similar services, pending or occurring in the last seven (7) years.

*11.4.4. Small Business**

Certify if you are a small business.

☐ Firm is a small business with less than 100 employees.
☐ Firm is a small business with less than $4 million in gross revenues.
☐ Firm is not a small business.
*Response required

11.4.5. System Award Management Unique ID

Please enter your SAM Unique ID Number here. If you don't have one go to this website and enroll: https://sam.gov/content/entity-registration

11.4.6. Federal CAGE

Enter your Federal CAGE number here. If you don't have one, enter "000".

11.4.7. Federal Certificate of Lobbying Activities

Please download the below documents, complete, and upload.

- Disclosure_of_Lobbying_Acti...

11.4.8. Certificate of Independent Price Determination

Please download the below documents, complete, and upload.

- Certificate_of_Independent_...

11.5. E-Rate Questions

The questions below are E-Rate Specific

*11.5.1. Firms E-Rate Spin Number**

What is your Service Provider Identification Number

*Response required

*11.5.2. Firm's FCC Registration Number**

*Response required

*11.5.3. Certification Regarding Lobbying**

Please download the below documents, complete, and upload.

- Certification_Regarding_Lob...

*Response required

*11.5.4. Federal Compliance Form EDGAR**

Please download the below documents, complete, and upload.

- EDGAR_Form_Holbrook_USD.pdf

*Response required

11.5.5. Understand and Commitment

Does your firm understand of the scope of work to be performed and that you will follow all the terms and conditions of the RFP?

☐ Yes
☐ No

11.5.6. Commitment to provide Services

Foes your firm make a commitment to provide the services for the five fiscal E-Rate years.

☐ Yes
☐ No

11.5.7. Commitment to Rules and Regulations of Programs

Does your firm make a commitment to abide by the rules and regulations of the USAC/SLD E-rate Program?

☐ Yes
☐ No

*11.5.8. Authorized Person (s)**

Include their names, titles, email addresses, and direct telephone numbers.

Maximum response length: 300 characters

*Response required

11.5.9. Organizational Chart

Upload a one page Organizational Chart as it would be viewed by HUSD.

11.6. E-Rate Questions

11.6.1. Firms E-Rate Spin Number

What is your Service Provider Identification Number?

11.6.2. Firm's FCC Registration Number

11.6.3. Implementation Plan

Service providers should propose an implementation plan with a seamless transition for the delivery of service. The service delivery plan should be designed to mitigate the risk of downtime and assure continued uptime. Work that requires the interruption of the current service shall be performed after hours and/or at a time that is agreeable to HUSD. All proposed solutions shall be fully tested to assure the service expectations defined within this document.

Include a proposed cut-over date.

11.6.4. New Service Provider

If a new service provider is selected and their services deployed, it is expected to run alongside the current solution and in conjunction with HUSD expectations prior to replacing the existing service. Service Level Agreements are expected.

☐ Yes

☐ No

11.6.5. Carrier tier 4

Please disclose your carrier tier 4 center.

11.6.6. "On-Premise Category 1" Equipment

Confirm the following:

Any components provided such as “On-Premise Category 1” equipment must be new and purchased from the manufacturer, not refurbished or purchased from “secondary markets” or “independent re-furbishers.”

☐ Yes
☐ No

11.6.7. Local Exchange Carrier

Confirm that the proposed network will meet all the requirements and service tariff of the Local Exchange Carrier (LES).

☐ Yes
☐ No

11.6.8. Quality of Service

Does the proposed network support Quality of Service (QoS)?

☐ Yes
☐ No

11.6.9. Service Level

Does the proposed network support a Service Level of 99.9% uptime?

☐ Yes
☐ No

11.6.10. Service Commitment

A. Confirm the proposed network support ALL of the following standards:

1. Frame/packet loss .25% commitment
2. 25 ms Network Latency Commitment
3. 10 ms Network Jitter Commitment

Confirm

☐ Yes
☐ No

When equals "No"

11.6.11. Commitment Followup

If you answered "no", detail which area needs a detail explanation on why you answered no.

11.6.12. Rate Limit

The respondent will not rate limit or throttle the capacity at any time for any reason.

Confirm.

☐ Yes
☐ No

11.6.13. Monthly Reports

Confirm that a monthly report on trouble tickets shall be provided to Ryan Fraley.

☐ Yes
☐ No

11.6.14. Coordination of Services

Confirm that your firm shall provide and be responsible for all coordination, work and correspondence required to facilitate the required services, interface, charges, cut over schedule, and dates.

☐ Yes
☐ No

11.6.15. Non-Recurring Expenses*

Identify the cost for all non-recurring expenses, including but not limited to construction of conduit, trenching, campus assessment, engineering, project management, documentation, contingency, installation, configuration, travel, taxes, etc. The Offeror must obtain and pay for all permits and inspections required by all legal authorities and agencies having jurisdiction for the work.

*Response required

11.6.16. Escalation Resolution

Provide your firm's policy and procedure is for escalation of unresolved trouble tickets. Identify key personnel, contact information for each level of escalation.

Maximum response length: 1500 characters

11.6.17. Supervisor and Support Personnel

Confirm that your firm will provide a competent supervisor and supporting technical personnel, acceptable to the District, during the entire installation process.

☐ Yes
☐ No

11.6.18. Subcontractors List

The Proposer must list the following if their are subcontracting any of the work: the Area, Company name, and location of their facilities. If not using any subcontractors, N/A is the appropriate response.

11.6.19. Understanding of the Scope of Work WAN

Vendor will provide a detailed description of all services to be provided.

12. Pricing Proposal

WIDE-AREA NETWORK CIRCUITS CURRENT LEVELS

If the proposed solution is a metro Ethernet solution, please meet these requirements for bandwidth aggregation.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Computer Services MDF/Hub 6Gbps	12	Months		
2	District Office 2Gbps	12	Months		
3	Holbrook High School 2Gbps	12	Months		
4	Holbrook Jr High School 2Gbps	12	Months		
5	Hulet Elementary School 2Gbps	12	Months		
6	Indian Wells Elementary School 1Gbps	12	Months		
7	Transportation 1Gbps	12	Months		
8	Park Elementary 2Gbps	12	Months		
9	ADD- Phenix School 1Gbps	12	Months		
10	Maintenance 1Gbps	12	Months		
11	Less any Ineligible Costs, (such as public addresses) enter a negative number	1	Annual		
12	Transition costs	1	Project		
TOTAL					

WIDE-AREA NETWORK CIRCUITS 1 ADDITIONAL GBPS

If the proposed solution is a metro Ethernet solution, please meet these requirements for bandwidth aggregation.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	Computer Services MDF/Hub 7Gbps	12	Months		
14	District Office 3Gbps	12	Months		
15	Holbrook High School 3Gbps	12	Months		
16	Holbrook Jr High School 3Gbps	12	Months		
17	Hulet Elementary School 3Gbps	12	Months		
18	Indian Wells Elementary School 2Gbps	12	Months		
19	Transportation 2Gbps	12	Months		
20	Park Elementary 3Gbps	12	Months		
21	ADD- Phenix School 2Gbps	12	Months		
22	Maintenance 2Gbps	12	Months		
23	Less any Ineligible Costs, (such as public addresses) enter a negative number	1	Annual		
24	Transition costs	1	Project		
TOTAL					

WIDE-AREA NETWORK CIRCUITS 2 ADDITIONAL GBPS

If the proposed solution is a metro Ethernet solution, please meet these requirements for bandwidth aggregation.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
25	Computer Services MDF/Hub 8Gbps	12	Months		
26	District Office 4Gbps	12	Months		
27	Holbrook High School 4Gbps	12	Months		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
28	Holbrook Jr High School 4Gbps	12	Months		
29	Hulet Elementary School 4Gbps	12	Months		
30	Indian Wells Elementary School 3Gbps	12	Months		
31	Transportation 3Gbps	12	Months		
32	Park Elementary 4Gbps	12	Months		
33	ADD- Phenix School 3Gbps	12	Months		
34	Maintenance 3Gbps	12	Months		
35	Less any Ineligible Costs, (such as public addresses) enter a negative number	1	Annual		
36	Transition costs	1	Project		
TOTAL					

WIDE-AREA NETWORK CIRCUITS 3 ADDITIONAL GBPS

If the proposed solution is a metro Ethernet solution, please meet these requirements for bandwidth aggregation.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
37	Computer Services MDF/Hub 9Gbps	12	Months		
38	District Office 5Gbps	12	Months		
39	Holbrook High School 5Gbps	12	Months		
40	Holbrook Jr High School 5Gbps	12	Months		
41	Hulet Elementary School 5Gbps	12	Months		
42	Indian Wells Elementary School 4Gbps	12	Months		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
43	Transportation 4Gbps	12	Months		
44	Park Elementary 5Gbps	12	Months		
45	ADD- Phenix School 4Gbps	12	Months		
46	Maintenance 4Gbps	12	Months		
47	Less any Ineligible Costs, (such as public addresses) enter a negative number	1	Annual		
48	Transition costs	1	Project		
TOTAL					

WIDE-AREA NETWORK CIRCUITS 4 ADDITIONAL GBPS

If the proposed solution is a metro Ethernet solution, please meet these requirements for bandwidth aggregation.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
49	Computer Services MDF/Hub 10Gbps	12	Months		
50	District Office 6Gbps	12	Months		
51	Holbrook High School 6Gbps	12	Months		
52	Holbrook Jr High School 6Gbps	12	Months		
53	Hulet Elementary School 6Gbps	12	Months		
54	Indian Wells Elementary School 5Gbps	12	Months		
55	Transportation 5Gbps	12	Months		
56	Park Elementary 6Gbps	12	Months		
57	ADD- Phenix School 5Gbps	12	Months		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
58	Maintenance 5Gbps	12	Months		
59	Less any Ineligible Costs, (such as public addresses) enter a negative number	1	Annual		
60	Transition costs	1	Project		
TOTAL					

WIDE-AREA NETWORK CIRCUITS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
61	Computer Services MDF/Hub 20Gbps	12	Months		
62	District Office 7Gbps	12	Months		
63	District Office 8Gbps	12	Months		
64	District Office 9Gbps	12	Months		
65	District Office 10Gbps	12	Months		
66	Holbrook High School 7Gbps	12	Months		
67	Holbrook High School 8Gbps	12	Months		
68	Holbrook High School 9Gbps	12	Months		
69	Holbrook High School 10Gbps	12	Months		
70	Holbrook Jr High School 7Gbps	12	Months		
71	Holbrook Jr High School 8Gbps	12	Months		
72	Holbrook Jr High School 9Gbps	12	Months		
73	Holbrook Jr High School 10Gbps	12	Months		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
74	Hulet Elementary School 7Gbps	12	Months		
75	Hulet Elementary School 8Gbps	12	Months		
76	Hulet Elementary School 9Gbps	12	Months		
77	Hulet Elementary School 10Gbps	12	Months		
78	Indian Wells Elementary School 6Gbps	12	Months		
79	Indian Wells Elementary School 7Gbps	12	Months		
80	Indian Wells Elementary School 8Gbps	12	Months		
81	Indian Wells Elementary School 9Gbps	12	Months		
82	Indian Wells Elementary School 10Gbps	12	Months		
83	Transportation 6Gbps	12	Months		
84	Transportation 7Gbps	12	Months		
85	Transportation 8Gbps	12	Months		
86	Transportation 9Gbps	12	Months		
87	Transportation 10Gbps	12	Months		
88	Park Elementary 7Gbps	12	Months		
89	Park Elementary 8Gbps	12	Months		
90	Park Elementary 9Gbps	12	Months		
91	Park Elementary 10Gbps	12	Months		
92	ADD- Phenix School 6Gbps	12	Months		
93	ADD- Phenix School 7Gbps	12	Months		
94	ADD- Phenix School 8Gbps	12	Months		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
95	ADD- Phenix School 9Gbps	12	Months		
96	ADD- Phenix School 10Gbps	12	Months		
97	Maintenance 6Gbps	12	Months		
98	Maintenance 7Gbps	12	Months		
99	Maintenance 8Gbps	12	Months		
100	Maintenance 9Gbps	12	Months		
101	Maintenance 10 Gbps	12	Months		
102	Less any Ineligible Costs, (such as public addresses) enter a negative number	1	Annual		
103	Transition costs	1	Project		
TOTAL					

13. Evaluation Phases

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Cost** Cost of Eligible Services (must include all fees and taxes) over Five Years	Reward Low Cost	400 *(40% of Total)*
2.	**Method of Approach** The Offeror's ability to provide the E-Rate Telecom Services, as related to the Scope of Work, Acceptable Delivery or Completion Dates and the Technical Solution and Implementation Plan.	Points Based	350 *(35% of Total)*
3.	**Provider Requirements, Qualifications, & Experience** The Offeror's Ability to provide the services and conformance with instructions and Scope of Work, including Key Personnel and number of years providing similar services in Arizona. Also includes References and Performance Evaluation Surveys received. Have sufficient staff to service the school district on a timely basis.	Points Based	200 *(20% of Total)*
4.	**Responsiveness of the Proposal** Quality of proposal in clearly stating and understanding the Scope of Work, including but not limited to: All required forms are complete, signed and notarized where needed and Proposal is "not a spam response."	Points Based	50 *(5% of Total)*