REQUEST FOR PROPOSAL

27-001-32

LEASED WIDE AREA NETWORK – LAKIN

Littleton Elementary School District

1600 South 107th Avenue Avondale,

AZ 85323

RELEASE DATE: 11/12/2026

DEADLINE FOR QUESTIONS: 12/04/2026 @ 2:00 pm

RESPONSE DEADLINE: 12/17/2026 @ 2:00 pm

PUBLIC BID OPENING 12/17/2026 @ 2:15 pm

https://teams.microsoft.com/meet/2709912393407946?p=lMIwt3Yjmv2yed7QN1

Meeting ID: 270 991 239 340 794 6

Passcode: FY3f4uN7

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/littletonaz/projects/315095

Littleton Elementary School District
REQUEST FOR PROPOSAL
Leased Wide Area Network

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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 Littleton Elementary School District #65 electronically through OpenGov.

Bids received by the correct time and date shall be opened and the vendor's who submitted shall be publicly read. After the bids submitted in response to an invitation for bids are opened and the award is made the governing board shall make available for public inspection all information, all bids and all findings and other information considered in determining whose bid conforms to the invitation for bids will be the most advantages with respect to price, conformity to the specifications and other factors to be selected for the award.

1.1 Summary

The Littleton Elementary School District is requesting proposals for a Wide Area Network to support existing and anticipated instructional and administrative needs of the District between the Hub at Littleton Elementary School and Lakin Prep Academy. The District is seeking a high reliability solution and will accept land based Optical Ethernet proposals

1.2 Contact Information

Laura Wood
Buyer
PO Box 280
Cashion, AZ 85329
Email: woosd.laura@littletonaz.org
Phone: (623) 478-5615

Department:
Technology

1.3 Timeline

Please note the Bid Submission Deadline time. Bids will not be accepted after this programmed time. For example: If the Bid 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 Local Arizona time. We do not observe Daylight Savings time.

Release Project Date	November 12, 2026, at 2:00 pm
Question Submission Deadline	December 04, 2026, at 2:00 pm
Proposal Submission Deadline	December 17, 2026, at 2:00 pm
Public Bid Opening	December 17, 2026, at 2:15 pm

2. Documents Referenced

DOCUMENTS REFERENCED:

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

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

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.

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

Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations is available at: https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html

3. Uniform Instructions to Offerors

3.1 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 Addendums 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 Littleton Elementary School District #65

J. "District Representative" means Ryan French, Chief Operations Officer, or his designee.

K. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

L. "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.

M. "Offer" means Bid, Proposal, or quotation.

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

O. "Offeror" means a person submitting a Proposal in response to a request for proposals.

P. "Proposal" means a response to a request for proposals and includes an Offer to contract with District.

Q. "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.

R. "Responsible Bidder or 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.

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

T. "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 Terms and Conditions for Contract, Statement of Scope of Work/Specifications, Solicitation Addendums, and Solicitation Exhibits and Attachments.

U. "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.

V. "The Solicitation Contact Person" for the Solicitation is the procurement specialist supervisor designated on the first page of the Solicitation.

W. "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.

3.2 pre-offer Inquiries

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. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations, or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law

C. Acknowledgement and Acceptance Question: The Acknowledgement and Acceptance of Terms and Conditions of Solicitation question must be submitted with the Offer and acknowledged by a representative of the Bidder or Offeror. All exceptions or modifications requested by the Bidder or Offeror, regardless of whether District previously accepted the requested exceptions or modifications requested by the Bidder or Offeror, must be clearly set forth in the Acknowledgement and Acceptance of Terms and Conditions of Solicitation question. Any exceptions or modifications set forth in the question that have not been previously accepted by District, may be rejected if District determines, in its sole judgment, that the a 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.

D. Offer and Acceptance. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and signed by authorized representative of the Bidder or Offeror. The signature shall signify the Bidder's or 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 a signature, may result in rejection of the Offer.

E. Subcontractors. A Bidder or Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

F. Cost of Offer Preparation. District will not reimburse a Bidder or Offeror for the cost of responding to a Solicitation.

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

of Offer.

H. Tax Identification Numbers. A Bidder or 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 question and provide the tax rate and amount, if applicable, on the Cost Form.

I. 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.

J. 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.

K. 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:

1st Solicitation Addendums
2nd Special Requirements of Solicitation/Evaluation
Criteria 3rd General Terms and Conditions of Contract
4th Statement of Scope of
Work/Specifications 5th Solicitation
Attachments and Exhibits
6th 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.

3.3 Submission of Offer

A. Each Offer shall be submitted electronically through the OpenGov portal.

B. Offer Amendment or Withdrawal. The Bidder or 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 a Bidder or Offeror believes that its Offer contains confidential

trade secrets or other proprietary information that should not be disclosed, the Bidder or Offeror may submit to the District Representative and the Solicitation Contact Person a Request for Confidentiality of Proprietary Information 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 Bidder or 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 Bidder or Offeror. By signing the Offer and Acceptance Form, the Bidder or Offeror certifies the following:

1. The Bidder or 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 Bidder or Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited:

A. a Bidder to put in a sham Offer;

B. any other person, firm or corporation to refrain from submitting an Offer; or

C. 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.

E. The Bidder or 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.

F. The Bidder or 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.

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

H. If awarded a Contract, the Bidder or 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.

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

3.4 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 Bidder or 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 Bidder or Offeror and shall retain the request and confirmation, if obtained, in the procurement file.

D. Offer Acceptance Period. The Bidder or Offeror shall hold its Offer open for the later of

1. the number of days after the Offer Deadline stated in the Solicitation or
2. 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

3.5 Award

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

1. For an invitation for Bid, the lowest responsible and responsive Bid or Bids that conform in all material respects to the requirements of the Solicitation and evaluation factors, if any, set forth the Special Requirements of Solicitation.

If a Bidder is awarded a Contract and is unable to meet its contractual obligations, District may cancel the Contract and award a Contract to the next lowest ranked Bidder if this determination occurs within a reasonable time period after the original Contract Award.

2. 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.
   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, if an invitation to bid, the Bidders who submitted the lowest responsible and responsive Bids; and, if a request for proposal, 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.

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

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

• The signature of the interested party or its representative;

• Identification of the purchasing agency and the Solicitation or Contract number;

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

• The form of relief requested.

4. General 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.

4.1 Cancellation

A. Cancellation for Bankruptcy or Acquisition. 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.

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

4.2 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. 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.

C. 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.

D. 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.

E. 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.

F. 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.

4.3 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.

4.4 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.

4.5 Contract Interpretation

A. Governing Law. The Contract is governed by Arizona law, including the School District Procurement Code.

B. 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:

1st Solicitation Addendums
2nd Special Requirements of Solicitation/Evaluation
Criteria 3rd General Terms and Conditions of Contract
4th Statement of Scope of
Work/Specifications 5th Solicitation
Attachments and Exhibits
6th Uniform Instructions for Offers

C. 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.

D. 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.

E. 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.

F. 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.

4.6 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.

4.7 Federal and State Requirements

A. 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.

4.8 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: "Littleton Elementary School District #65 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: "Littleton Elementary School District #65 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:

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

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

F. 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.

4.9 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.

4.10 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, 1600 South 107th Ave. Avondale, AZ 85323 or email to littletonap@littletonaz.org. 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.

4.11 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.
   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.

4.12 Relationship of 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.

4.13 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.

4.14 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.

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.

4.15 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.

4.16 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

4.17 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

H. 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. Special Requirements of Solicitation

The following special instructions, terms and conditions are in addition to the Uniform Instructions for Offers and General Terms and Conditions of Contract. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in the Special Requirements of Solicitation.

5.1 Terms of Award

Per A.A.C. R7-2-1042(A.3.b), it is the intent of the district to award a single term contract, beginning July 1, 2027, and continuing until June 30, 2028, with (4) optional one year extensions, not to exceed 60 months total.

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

The estimated requirements cover the period of the contract and are reasonable and continuing. The use of the subsequent multi-term contract will serve the best interests of the school District by encouraging effective competition or otherwise promoting economies of scale in school district procurement.

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled, and the contractor may only be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the materials or services delivered under the contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

5.2 Contract Award

A contract under this bid will be awarded to a single vendor. The award will be limited to the least number of offerors that the District determines is necessary to meet the needs of the District.

5.3 Subcontractors

Each bidder shall submit with the bid, a complete list of all subcontractors the bidder proposes to use, if applicable. Failure to submit a subcontractor's list may constitute sufficient grounds on which to reject the bid.

It is the responsibility of the bidder to insure Littleton Schools that all subcontractors hold a valid commercial license and are bonded through the State of Arizona Registrar of Contractors. Only subcontractors who are properly licensed and bonded for performance and labor and materials payment for this work shall be retained by the contractor. The bidder shall supply proof of certification, as stated in this Request for Proposal, for any subcontractors they may retain. This shall be a minimum requirement in evaluating the acceptability of a subcontractor. The Littleton Elementary School District reserves the right to reject proposed subcontractors. All subcontractors must be approved by the school district prior to start of work.

It is the responsibility of the bidder to ascertain that all subcontractors are properly insured prior to commencing work on Littleton School property.

Verification that the subcontractors are properly licensed through the State of Arizona will be done prior to making a recommendation to the governing board.

If a subcontractor fails to fulfill the responsibilities as set forth by the general contractor, the general contractor will then be allowed up to, and including, five (5) calendar days to replace the vacancy resulting from the non-responsive subcontractor. This vacancy is to be filled by another subcontractor who is properly insured and licensed and bonded by the State of Arizona Registrar of Contractors. It is the responsibility of the general contractor to advise the District that a subcontractor has been replaced by another qualifying subcontractor.

The contract sum shall not be increased by the difference in cost occasioned by such substitution. If the Contractor refuses to provide an acceptable substitution at the same contract sum, this bid shall be rejected and the next lowest bidder will be considered, the previous low bidder being in default on his bid and no longer eligible for consideration. The rejected bidder's Bid Bond shall, at the District's discretion be subject to forfeiture.

Safety of Students, Staff and Contractors

To best identify our contractors and sub-contractors on the job site all firms will be required to have their employees and sub-contractors wear vests with a large number on it (this number should be at least 6” tall and visible from a distance). Firms will keep a daily log of each employee and sub-contractor on campus, this log will be checked by the Littleton Schools Inspectors.

5.4 Locating and Marking of Underground Utilities

Locatable utilities

The contractor shall be responsible for contacting the Blue Stake Center for locating and marking of utilities prior to excavating.

Non-Locatable Utilities

The contractor shall obtain any known information about non-locatable utilities in a pre-construction meeting to be conducted a minimum of two (2) days prior to excavating. A District representative or designee shall respond to identify and mark those utilities in a customary manner.

5.5 Brand Name of Equal Specification

Any manufacturer's brand names, trade names, or catalog numbers in the specifications are included only for the purpose of describing and establishing the general quality level, design and performance desired by the Solicitation. District will consider products substantially equivalent to products described in the specifications by brand names, trade names, or catalog numbers. If an equivalent product is offered, a Bidder/Offeror shall include with the Offer information from the manufacturer, including product specifications, photographs, and any other documentation, that will assist District in evaluating the equivalent product.

5.6 Price Increase (Unforeseen)

Contractor may submit to the District Representative a fully documented request for an emergency price increase only after the Contract has been in effect for [Specify Duration] days. District, in its sole discretion, shall determine whether it is in District's best interest to grant the request, or continue the Contract to the end of its current term. If the request is granted, the price increase shall take effect thirty (30) days after the District Representative delivers notice to Contractor.

The requested increase shall be limited to a documented cost increase to Contractor that was clearly unpredictable at the time of the Contract award and would impose substantial economic hardship on Contractor. The District Representative may require satisfactory evidence, including a formal announcement and/or published price lists, that a manufacturer or supplier to Contractor has announced a cost increase that contributes directly to Contractor's request for a price increase and would cause substantial economic hardship for Contractor.

5.7 Price Adjustments

While no volume is implied or guaranteed, the Contractor may submit to the District Representative a fully documented request for a price adjustment during the term of the Contract, in the event additional quantities are required during the term of the Contract.

The District Representative shall determine whether the requested price adjustment or any other option is in the best interest of the 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.

5.8 Additional Definitions- Software

The following special instructions, terms and conditions are in addition to the Uniform Instructions for Offers and General Terms and Conditions of Contract. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in the Special Requirements of Solicitation

Additional Definitions:

1.24 “Active User” means, in a given calendar month, a user established on the Software with a designation of "active" at any time during that month. Client has the ability to determine who is an Active User.

1.25 "Affiliate” means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.

1.26 “Client” - refers to Littleton School District.

1.27 "Client Content" means any and all courses, learning objects, certifications, quizzes, tests, materials, instructor-led sessions, or documents created and/or supplied by Client.

1.28 "Client Data" means proprietary or personal data regarding Client or any of its users under this Agreement.

1.29 "Content Delivery" means the delivery of Client Content to Active Users. Content Delivery volume is calculated as follows: size of Client Content (in gigabytes) multiplied by the number of Active Users receiving the Client Content.

1.30 “Covered Data and Information” All records, information, and data of the District to which Offeror has access are hereafter referred to as “CDI”. CDI includes, but is not limited to, all paper and electronic student education records, information and data supplied by the District, as well as any such records, information and data provided by students of the District, all personally identifiable records, information and data concerning students and employees of the District, and all personally identifiable information and other non-public information supplied, including but not limited to student data, employee data, and user content

1.31 “Error” shall mean a reproducible failure of licensed product to operate in accordance with its standard documentation. Despite the proper installation and use of licensed product in proper operating environment on hardware and system software sufficient to meet vendor’s minimum
requirements, which are subject to change from time to time as updates and/or version upgrades are released. User mistakes are not errors as defined herein.

1.32 “Fix” shall mean a patch, service pack, or similar modification to licensed products that

vendor, in its discretion, deems ready for distribution and makes generally available to eligible customers on an interim basis (prior to issuance of an upgrade or version upgrade) to correct programming Errors that prevent or obstruct normal operation of Licensed Product in accordance with the applicable then current documentation.

1.33 "Implementation" means implementation, deployment, and/or training relating to the Software.

1.34 "Products" means any and all Services, work product resulting from Services, and Software.

1.35 "Service" means any service rendered by Vendor specifically to Client, including, but not limited to:
(i) hosting of the Software; (ii) hosting, delivery, and/or distribution of eLearning content; (iii) provision of customer and/or technical support for the Software; (iv) Implementation; (v) development of Software functionality specially requested by Client; and/or (vi) any consulting service.

1.36 "Software" means: (i) any and all of Vendor's proprietary web-based applications, digital downloads, e-books, CDs to run programs, or apps, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as applications that have been modified in any way by vendor at the request of a client; and (ii) an application functionality provided by vendor-contracted third parties.

1.37 "Software Maintenance and Support Plan" or "SMS" shall mean a specific support plan applicable to the vendor's designated program which includes access to version upgrades, fixes and updates.

1.38 "Single Sign On" or "SOS" shall refer to the learning management system or data warehouse utilized to upload data from the District to the Vendor program.

1.39 "Subscriber" means an Active User that accesses the Software for an agreed upon fee.

5.9 Additional/ Clarifications to the General Terms and Conditions- Software

Section 1- Cancellation:

Section 1.10 Effect of Termination.

Immediately following termination of this Agreement, Client shall cease using all Products.

a) Upon request, at no additional charge, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. Vendor will maintain a copy of Client Data for no more than six (6) months following termination of the Agreement, after which time any Client Data not retrieved will be destroyed.

b) At the end of the six (6) months all student and employee data must be purged in a manner

compliant with COPPA, HIPAA and FERPA regulations. Upon destruction of the data vendor shall represent in writing to the District that it has destroyed all CDI and no longer has any CDI in its possession or control.

c) The District will destroy all physical copies of licensed product or control or terminate access to program.

Section 2 - Contract Administration:

Section 2.3 Inspection and Testing

For purposes of electronic media/ online programs, Inspection and Testing includes audits of CDI record retention. Testing for online resources may include access to a demo account for a specified period.

Section 2.5 Property of District:

Intellectual Property. As between the parties, Vendor will and does retain all proprietary and intellectual property rights, title and interest (Including, without limitation, all Intellectual Property Rights) in and to the Product. Client retains all ownership rights to Client Data and Client Content

Section 2.6 Advertising:

Communications. Neither party shall issue any press release using the name of the other party, videos or testimonials, as a customer or provider without the other party's consent (not to be unreasonably withheld or delayed).

Section 3 – Contract Amendments:

Section 3.3 Assignment and Delegation

In the event of a merger. Upon completion of the merger the District must be notified immediately. The new vendor will be provided with the opportunity to sign a “Consent to Assignment.” The contract will not automatically transfer to the new vendor.

Section 5 – Contract Interpretation:

Section 5.1. 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 Maricopa, 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.

Section 5.2. - 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:

1st Solicitation Addendums

2nd Special Requirements of Solicitation/Evaluation

Criteria 3rd General Terms and Conditions of Contract

4th Statement of Scope of

Work/Specifications 5th Solicitation

Attachments and Exhibits

6th Uniform Instructions for Offers

7th Offeror's Master Agreement/ Statement of Use/ or like documents

In the event of a conflict between the Offeror's Master Agreement/ Statement of User/ or like document and the Terms and Conditions of this Contract, Littleton School District' Terms and Conditions will supersede the Offeror's documents.

Section 7 - Federal and State Requirements:

Section 7.1 Fingerprint Requirements

Background checks shall only apply to personnel in direct on-site contact with any school in the District.

Section 8 - Insurance and Safety

Section 8.1 Confidentiality

Each of the parties agrees; (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of Vendor providing Products; hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement;
(ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. (iv) Client is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Client agrees to immediately notify Vendor of any unauthorized use of Client's account or any other breach of security known to Client. Vendor shall have no liability for any loss or damage arising from
Client's failure to comply with these requirements. " These obligations shall survive

termination of this Agreement. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

Section 9 - Payment:

Section 9.1 Progress Payments

Progress payments are only applicable to software programs being developed on behalf of the District. Any existing programs are not subject to progress payments.

Section 10 - Price and Product Changes:

Section 10.1 Current Products:

Standard program updates that do not materially change the scope of the program, during the course of use will be accepted through the course of this contract.

Section 11 - Price and Product Changes:

Section 11.1 Current Products:

Standard program updates that do not materially change the scope of the program, during the course of use will be accepted through the course of this contract.

Section 11.2

Price Increases

Awarded vendors will be given an opportunity to submit revised pricing or pricing structures during the renewal period each contract year. The new pricing/structures will be accompanied with a letter outlining the reasons for the increase or change in pricing structure. The District reserves the right to accept or reject the new pricing information. If the pricing is rejected the Awarded vendor will be given the opportunity to maintain the awarded pricing or withdraw from the contract.

Multiple Product Lines

An Offeror may offer multiple product lines in response to a specified Content Area. When offering multiple product lines, The Offeror shall complete all appropriate fields contained in the Solicitation price sheet for each primary product submitted.

Product Groups/Established Catalog/Price List

The Solicitation seeks Offers that cover a full range of products, product accessories, and options as contained in specific product manufacturers' established catalog/price lists for the groups of products specified. As used in this Solicitation, "price list or catalog" shall mean a price list, schedule, or catalog regularly maintained by a manufacturer, distributor, or contractor and available for inspection by customers, unless otherwise disclosed to District in the Offer.

Volume and Other Discounts

District encourages the Offeror to consider and, in its discretion, include in its Offer discounts based on the volume of purchases by the Districts and members of a purchasing cooperative from the Contract awarded by District. If a volume discount is offered, the discount shall be defined and applied as an additional discount to any other discount price specified in the Offer. Such discounts include:

- A single purchase order of District from the Contract in excess of a dollar amount.
- Subsequent purchase orders of District from the Contract after a cumulative dollar amount has been

met by previous purchase orders of District.

- Subsequent purchase orders of District or any cooperative member after a cumulative dollar amount

has been met by previous purchased orders of District or any cooperative member from the Contract.

Other. Offerors may offer any other type of discount, rebate, or special pricing that will result in reduced pricing. Such discounts include electronic access ordering, prepayment plans, deposit accounts, and approval plans for agencies legally authorized to use them.

Section 12 - Relationship of Parties:

Section 12.1 Subcontractor –

Offeror shall require that any subcontractor or agent receiving CDI is authorized by the District to receive CDI and that the subcontractor or agent expressly agrees to be bound to the terms of this Contract.

Section 13 - Risk and Liability:

Section 13.1 Indemnification- Patent and Copyright-

Intellectual Property. As between the parties, Vendor will and does retain all proprietary and intellectual property rights, title and interest (Including, without limitation, all Intellectual Property Rights) in and to the Product. Client retains all ownership rights to Client Data and Client

Content.
Service Provider shall also comply with the breach notification requirements under applicable law that arise from the result of Service Provider's failure to meet any of its obligations under this contract.

Section 14 - Shipping/Delivery:

Section 14.1- Transfer of Title

Title and risk of loss shall not pass to the District until the District has verified access to the digital media content (online, digital download, or apps). In the event access cannot be obtained, the District will make every reasonable attempt to work with the vendor to resolve the issue prior to cancelling a purchase order.
Shipping Costs (Shipping Costs In or Outside of Price)

Shipping Terms/Transfer of Title: Shipments shall be F.O.B. destination. Title and risk of loss of product shall not transfer to District until District receives the product at the delivery point.

Shipping Charges: The price for a product offered by Contractor shall include shipping costs, prepaid unless the Offer clearly states that shipping costs are in addition to the price and provides sufficient information for District to determine shipping costs, whether as a specific dollar amount or as a percentage of the price. If shipping costs are not included in the price, the Contract shall specify shipping costs as a separate item in the Offer and invoices. Contractor shall not invoice District for shipping costs in excess of Contractor's actual costs of shipping.

Shipping Errors/Risk of Transportation: Shipping errors will be at Contractor's expense. If Contractor delivers a product that was 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 shall notify Contractor promptly of observed damage to products and shall assist Contractor in arranging for inspection.

Section 17 - Warranty/ Quality Guarantees:

Section 17.4 Compliance with Applicable Laws

Offeror agrees to comply with the requirements of The Family Educational Rights and Privacy Act (FERPA), the Pupil Protection Rights Act (PPRA), Child Online Privacy & Protection Act (COPPA), Health

Insurance Portability and Accountability Act HIPAA, Section 508 ADA, General Data Protection Regulations (GDPR), California Consumer Privacy Act (CCPA) and any other federal and/or state law governing the privacy of CDI. Offeror specifically agrees to be bound by A.R.S. § 18-551. and -552, as amended, A.R.S. § 15-241, FERPA, PPRA and any other

applicable Arizona or federal law governing CDI.

5.10 Section 8.2 Coverage (Supersedes General Terms and Conditions)

Internet Application Offeror

A. Insurance and Safety

1. 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.

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

i. General Aggregate $2,000,000

ii. Products - Completed Operations Aggregate $1,000,000

iii. Personal and Advertising Injury $1,000,000

iv. Each Occurrence $1,000,000

v. The policy shall be endorsed to include the following additional insured language: "Littleton Elementary School District #65 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

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

i. Combined Single Limit (CSL) $1,000,000

ii. The policy shall be endorsed to include the following additional insured language: "Littleton Elementary School District #65 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".

C. Worker's Compensation and Employers' Liability

i. Workers' Compensation Statutory

ii. Employers' Liability

iii. Each Accident $1,000,000

iv. Disease -Each Employee $1,000,000

v. Disease -Policy Limit $1,000,000

D. Professional/Technology/Network Errors and Omissions Insurance

i. Each Claim $1,000,000

ii. Annual Aggregate $2,000,000

iii. Coverage to include:

1. Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
2. Computer viruses, Trojan horses, worms and any other type of malicious or damaging code;
3. Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
4. Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
5. Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
6. Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
7. Loss or disclosure of confidential information no matter how it occurs;

VIII. Systems analysis;

IX. Software Design;

X. Systems programming;

XI. Data processing;

XII. Systems integration;

XIII. Outsourcing including outsourcing development and design; XIV. Systems design, consulting, development and modification;

XV. Training services relating to computer software or hardware;

XVI. Management, repair and maintenance of computer products, networks and systems;

XVII. Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and

XVIII. Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output

8. In the event that the professional liability insurance required by this contract is written on 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.

9. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

E. Cyber and/or Crime Insurance

1. Policy Limit $1,000,000 per occurrence and $2,000,000 aggregate.

2. The policy shall be issued with minimum limits of $100,000.

3. The policy shall include coverage for all directors, officers, agents and employees of the Contractor.

4. The policy shall include coverage for third party fidelity.

5. The policy shall include coverage for theft.

6. The policy shall contain no requirement for arrest and conviction.

7. The policy shall cover loss outside the premises of the Named Insured.

8. The Department shall be endorsed (Blanket Endorsements are not acceptable) as a Loss Payee as our interest may appear.

5.11 New- Section 18- Acceptable Use:

Section 18.1 Client Restrictions.

Client may only use the Products for its own lawful, internal business purposes. Client shall not (i) use or deploy the Software in violation of applicable laws or this Agreement; (ii) resell the Products except through Transactions; (iii) create any derivative works based upon the Products; (iv) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (v) make the Products available to any unauthorized parties, including without limitation, competitors of Offeror; or
(vi) perform, or release the results of, benchmark tests or other comparisons of the Products with other software, services, or materials. Should unexpected or inappropriate use of the Software (e.g., improperly formatted or constructed Client Content extraordinary bandwidth usage; uploaded files that contain viruses, worms, spyware, or other malicious content; load tests, security scans, or penetration tests conducted without notice, etc.) result in denial of service with respect to the Software, Vendor may disable the implicated Client Content and/or deny access to Client's portal as necessary to remedy the issue. Client will be responsible for Active Users' compliance with the Agreement and liable for Active Users' breach thereof. Client will ensure that it has obtained all necessary consents and approvals for Vendor to access Client Data for the purposes permitted under this Agreement. If Client is in breach of this section, Vendor may suspend Services, in addition to any other rights and remedies Vendor may have at law or in equity.

Section 18.2 Client Responsibility

"Client is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Client or by any person or entity Client permits to access the Services. Customer represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use; (b) not violate or tamper with the security of any Vendor computer equipment or program. Vendor may terminate the Agreement immediately if Client fails to adhere to the foregoing acceptable use standards.

Section 18.3 Support

When software is being developed for the Client: Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service. If there is a delay, the party experiencing the delay will notify the

other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order. When Vendor notifies Client that a given project has been completed, Client shall either accept or reject the project based on whether the deliverables for that project have been performed in substantial and material accordance with the applicable Purchase Order. If Client: (1) fails to provide written notice of acceptance or rejection of the Service Vendor within twenty (20) days of Vendor's notification that the project is complete; or (ii) with respect to an Implementation, uses the implemented Product in a live environment for a total of twenty (20) days, then the project will be deemed accepted.

Section 18.5 Limited Use of De-identified, aggregate or anonymized CDI.

CDI does not include de-identified, aggregate or anonymized CDI. The District permits the Service Provider to use de-identified, aggregate or anonymized CDI for the purpose of research and development to improve the service offered by the Service Provider. Service Provider may not transfer any de-identified, aggregate or anonymized CDI to a third party without the express written consent of the District.

Section 18.6 Access to CDI.

Offeror hereby acknowledges that the Offeror has access to CDI and that such shall be subject to the terms and conditions of this Data Agreement. Offeror will only collect CDI as necessary to fulfill its duties as agreed to in any underlying agreement for goods or services. Any CDI held by Offeror will be made available to the District upon request.

Section 18.7 Data Mining.

Offeror is prohibited from mining CDI for any purposes other than as agreed to in writing between the parties. Data mining or scanning of user content for the purpose of advertising or marketing to anyone is prohibited. Offeror will not use any CDI to advertise or market to anyone without express written permission of the District.

Section 18.8 Data De-Identification.

Offeror may have permission via any underlying agreement to provide goods or services to use de-identified CDI for purposes as identified in the agreement. De-identified CDI will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, date of birth, demographic information, location information and school identification numbers. Offeror agrees not to attempt to re-identify de-identified CDI and agrees not to transfer de-identified CDI to any party without permission. Any receiving party shall agree in writing not to attempt re-identification and shall agree to be bound by the

terms of this Data Agreement.

Section 18.9 Reporting Student CDI.

Offeror may at times have reason to report CDI of District students to third parties as provided by express written permission from the District or as required by law. In reporting aggregated, de-identified data containing CDI, Offeror shall:

a. Not disclose data about categories of 10 or fewer students;

b. Not report a total count of students;

c. Not report percentages of 0% or 100%; and

d. Report data in ranges rather than specific numbers.

Section 18.10 Security of Electronic Information.

Offeror shall develop, implement, maintain and use appropriate administrative, technical and physical security measures and technical safeguards to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from or on behalf of the District or its students or employees. Offeror shall store and process CDI in accordance with industry best practices to secure CDI from unauthorized access, disclosure and use. These security measures and technical safeguards shall be extended by express written agreement to all subcontractors and third parties used by Offeror. Offeror shall at a minimum:

a. Protect and maintain the confidentiality of passwords used to access CDI;

b. Notify the District when Offeror's access to CDI is no longer necessary;

c. Notify the District within two days of discovery if passwords used to access CDI by Offeror, a subcontractor, or other third party are lost, stolen, or otherwise obtained or potentially obtained by unauthorized users.

Offeror will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

Section 18.11 Reporting of Disclosure or Misuse of CDI.

Offeror shall, within two days of discovery, report to the District any and all use or disclosure of CDI not authorized by this Data Agreement or authorized in writing by the District. Offeror's report shall identify:

a. The nature of the unauthorized use or disclosure;

b. The CDI used or disclosed;

c. The identity of the person or entity who made the unauthorized use or received the unauthorized disclosure;

d. What Offeror has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and

e. What corrective action Offeror has taken or shall take to prevent further similar unauthorized use or disclosure.

Offeror shall provide such other information, including a written report, as reasonably requested by the District. Offeror shall have a plan for responding to a breach of data security developed pursuant to best practices in the industry and shall share that plan with the District upon request.

Section 18.12 Modifications.

Offeror will not modify or change how CDI is collected, used or shared under the terms of this Data Agreement in any way without advance notice to and consent from the District.

Section 18.13 Arbitration.

To the extent permitted by A.R.S. §§12-1518 and 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration.

Section 18.14 Amendments

All references to provisions of statutes, codes and regulations include any and all amendments thereto.

5.12 Partial Award- Unacceptable

The District will not be accepting partial proposals for award

6. Special Requirements Federal Requirements

6.1 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:

1. 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.

2. 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.

6.2 Build America, Buy America (BABA) Act- Waiver Authority

- 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).

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

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

    - 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

    - 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").

7. EDGAR Certification

7.1 Edgar

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

7.2 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 Littleton Elementary School District expends federal funds, Littleton Elementary School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does Vendor agree? YES Initials of Authorized Representative of Vendor B.

7.3 Termination of Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000).

Pursuant to Federal Rule (B) above, when Littleton Elementary School District expends federal funds, Littleton Elementary School District reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Littleton Elementary School District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Littleton Elementary School District believes, in its sole discretion that it is in the best interest of Littleton Elementary School District to do so. Vendor will be compensated for work performed and accepted and goods accepted by Littleton Elementary School District as of the termination date if the contract is terminated for convenience of Littleton Elementary School District. Any award under this procurement

process is not exclusive and Littleton Elementary School District reserves the right to purchase goods and services from other vendors when it is in Littleton Elementary School District's best interest.

7.4 Equal Employment Opportunity

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

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

7.5 Davis-Bacon Act

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

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

7.6 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

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

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

7.7 Rights to Invention Made Under a Contract or Agreement

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Littleton Elementary School District, Vendor certifies that during the term of an award for all contracts by Littleton Elementary School District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

7.8 Clean Air Act and Federal Water Pollution Act

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

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

7.9 Debarment and Suspension

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

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

7.10 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each

tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Littleton Elementary School District Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by Littleton Elementary School District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal gr ant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub

awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

7.11 Record Retention Requirements for Contracts involving Federal Funds

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

7.12 Certification of Compliance with the Energy Policy and Conservation Act

When Littleton Elementary School District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

7.13 Certification of Equal Employment Statement

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

7.14 Certification of Compliance with Buy America Provisions (Applies to Food Purchase ONLY)

Littleton Elementary School District has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

7.15 Certification of Access to Records- 2 C.F.R § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents

7.16 Certification of Applicability to Subcontractors

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

8. Scope of Work

8.1 Requirements

The Littleton Elementary School District is requesting proposals for a Wide Area Network to support existing and anticipated instructional and administrative needs of the District between the Hub at Littleton Elementary School and Lakin Prep Academy. The District is seeking a high reliability solution and will accept land based Optical Ethernet proposals.

The District is seeking proposals for a fully managed, 'lit' service WAN with pricing at the required bandwidth levels outlined below.

If the quoted solution includes Non-Recurring costs, please provide options to mitigate large capital expenditures.

WAN Hub Connectivity, Handoff, and Scalability

The proposed Wide Area Network (WAN) solution shall provide sufficient capacity at the District's designated hub location(s) to support the aggregate bandwidth of all connected District sites.

Respondents shall clearly identify the proposed WAN architecture, including:

- The physical and logical topology of the proposed solution.
- The number and type of physical handoffs at each District location.
- The interface speed and media type for each handoff.
- The maximum bandwidth supported by the proposed infrastructure without requiring replacement of the underlying fiber.
- Any provider-owned equipment that will be installed at District facilities.
- Any limitations or dependencies associated with increasing bandwidth during the contract term.

The District reserves the right to distribute WAN connections or aggregate bandwidth across multiple physical interfaces, switches, routers, or other District network devices. The service provider shall support such distribution when technically feasible and shall identify any additional costs or limitations associated with multiple handoffs.

For point-to-point solutions, the District reserves the right to determine which District network device individual site circuits will terminate on.

The solution shall be scalable to accommodate future bandwidth increases. Respondents

shall identify available bandwidth options and describe any equipment, interface, configuration, or cost changes required to increase bandwidth during the contract term.

Where multiple circuits or handoffs are proposed, respondents shall clearly identify whether those connections share fiber, conduit, pathways, provider equipment, facilities, or other common points of failure.

If redundant or diverse connectivity is proposed, the respondent shall specifically identify the level of physical path diversity provided and any portions of the routes that share common infrastructure.

Optional Redundancy and Path Diversity

Respondents are encouraged to identify optional solutions and associated costs for redundant connectivity at the District WAN hub and/or individual District locations. Any solution represented as redundant or diverse shall identify the extent of physical route diversity and disclose known common points of failure, including shared conduit, fiber pathways, provider facilities, electronics, or upstream infrastructure.

Bandwidth Upgrade Pricing

Respondents shall provide pricing for all requested bandwidth tiers and identify the process and associated costs for increasing bandwidth during the contract term. Where possible, bandwidth increases shall not require replacement of the underlying fiber infrastructure or extension of the contract term.

The table below lists the locations to be included in this scope of work.

Wide Area Network Bandwidth Requirements:

The current Wide Area Network consists of leased lit fiber connections from each site to one of two locations: Littleton Elementary School or the District.

The proposal must address each of these requirements:

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

2. 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. *For 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.

3. Contract must allow for upgrades to quoted bandwidths.

4. 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."

5. The proposed network must include 24x7x365 monitoring and trouble notification service.

6. A monthly report on trouble tickets must be provided.

7. The proposal 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 outrage credits.

8. The proposal must include an implementation plan including a proposed cut-over date.

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

Wide Area Network Specifications

1. The proposed network must support Quality of Service (QOS)

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

3. The proposed network must meet the following standards:

   a. Frame/packet loss .25% commitment

   b. 25 MS Network Latency Commitment

   c. 10 MS Network Jitter Commitment

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

Required Wide Area Network Circuits

Location	**Address**	**Minimum Bandwidth**	**Maximum Bandwidth**	**Incremental Bandwidth**
Littleton Elementary School	1252 S Avondale Blvd Avondale 85323	If the proposed solution is a metro Ethernet solution, please meet these requirements for bandwidth aggregation.		
		10 Gbps	100 Gbps	10 Gbps
Lakin Prep Academy	12050 W Broadway Rd, Avondale, Az 85323	10 Gbps	50 Gbps	10 Gbps

9. Evaluation Phases

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Cost of Eligible Services**	Points Based	400 *(40% of Total)*
2.	**Technical Solution and Implementation**	Points Based	200 *(20% of Total)*
3.	**Ability of the vendor to provide services – Conformance with Instructions and Scope of Work**	Points Based	200 *(20% of Total)*
4.	**Acceptable Delivery or Completion Date**	Points Based	200 *(20% of Total)*

10. Vendor Questionnaire

10.1 Have you read and do accept all terms and conditions in the EDGAR requirements listed herein?

10.2 Acknowledgement and Acceptance of Terms and Conditions of the Solicitation
Explanatory Note: The purpose of this question is to confirm the Bidder's or 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 or that have been requested and approved prior to submission of the Offer. All exceptions or modifications to the Solicitation, regardless of whether Organization Name (also referred to as the District) approved such items prior to submission of the Offer, must be clearly set forth in this question.

The Offeror, acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below or in the additional pages attached hereto. 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).

10.3 Exception Requested
If you requested an exception under the Acknowledgement and Acceptance of Terms and Conditions of the Solicitation, please clearly explain the requested exception/deviation. Reference the specific language that you are taking exceptions/deviations to. Unacceptable exceptions shall remove your proposal from consideration for award. Littleton Elementary School District #65 shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)

10.4 Request for Confidentiality of Proprietary Information
Explanatory Note: The purpose of this question is to request that the District treat as confidential specific information in the Offer that the Offeror or Bidder believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the question below reflecting the page number and paragraph of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this question. 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 or the entire Offer from disclosure will be denied.

10.5 Asbestos and Hazardous Material Statement

ATTENTION: Architects, Engineers, Consultants, Contractors, Sub- contractors, Craftsmen and Vendors. The following information is extremely important and must be adhered to without exception:

Asbestos Contained Building Materials (ACBM) will not be used on any project within the Littleton Elementary School District #65. ACBM is defined as any building material having an asbestos content of 1% or more. Typical examples of materials that may contain asbestos and therefore would be considered ACBM are: vinyl asbestos tile, certain forms of adhesive used to hold vinyl tile, certain forms of adhesive used to hold cove base molding, some thermal insulation, and transite paneling. The above list is not complete but merely represents some of the material more commonly found on job sites that are ACBM. As per EPA guidelines, some roofing material used on the exterior of the buildings may be considered ACBM. Address any questions concerning asbestos to Keith Bonkoski at 480-472-6000. Solder and paint with any amount of lead is no longer authorized, and will not be used in any District projects.

HOLD HARMLESS: Interface of work under this contract with work containing asbestos shall be executed by the contractor at risk and discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this contract, the contractor acknowledges the above and agrees to hold harmless the owner, employees and agents and assigns for all asbestos liability which may be associated with respect to the above-mentioned standards, hazards, risks and liabilities.

10.5 List of Subcontractors

The Contractor must list below the Trade, Company name, license and classification numbers of all qualified subcontractors and/or suppliers they will employ for the various portions of the work indicated. Failure on the part of the Contractor to complete this list properly may constitute sufficient grounds to reject the bid. If no subcontractors will be listed please indicate with a N/A

10.6 Non-Collusion Affidavit

You the Vendor do confirm that your persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

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

10.7 Offer and Acceptance

1. The submission of the Proposal did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature
affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees
which requires compliance with Federal immigration laws by employers, Offerors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the Bidder is in compliance and shall remain in compliance with anti-BDS legislation.
7. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
8. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

9. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or
an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal
contract, grant, loan, or cooperative agreement.

10.8 W-9

IRS tax document

10.9 COI

Certificate of Insurance

10.10 Services Generating Cost to the District

A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the proposal are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.

10.11 Additional or Separate Contract

The form of contract for any award made as a result of this proposal will be a district purchase order, referencing this bid, which shall be considered a part of the contract. The amount will be based upon the fees shown in the bid, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign additional or separate contract, a copy of the proposal contract must be included with the proposal.

10.12 RFP Response (No Cost Proposal)

Vendors response to RFP

10.13 Pricing Proposal

Pricing proposal for RFP

10.14 System Award Management Verification

Company's legal name and/or DBA name

10.15 Arizona Corporation Commission

Company's legal name and/or DBA name

Littleton Elementary School District #65 PO Box 280 Cashion, Arizona 85329 (623) 478-5600 Reception (623) 478-5625 Facsimile
Underdown Learning Center and Administrative Offices 1600 South 107th Avenue, Avondale, Arizona 85323

www.littletonaz.org

Collier Business Academy (623) 478-5900 www.coes.littletonaz.org
Country Place Leadership Academy (623) 478-6100 www.cpes.littletonaz.org
Estrella Vista STEM Academy (623) 478-6200 www.eves.littletonaz.org
Freeman Fine Arts Academy (623) 478-6400 www.faes.littletonaz.org
Lakin Prep Academy (623) 478-6500 www.lpes.littletonaz.org
Littleton STEM Academy (623) 478-5700 www.lnes.littletonaz.org
LESD Online Academy (623) 478-5805 www.littletonaz.org/LESD-Online
Quentin STEM Academy (623) 478-6000 www.ques.littletonaz.org
Tres Rios Service Academy (623) 478-6300 www.tres.littletonaz.org