

# THE FINAL MILE PROJECT

## REQUEST FOR PROPOSAL

Date: August 9, 2021

RFP No. TFMP-006

Material and or Service: Design, Construction, Implementation, Provision, and Maintenance of Educational Internet Services to End Users in:  
**Beaver Creek**  
**4810 Beaver Creek Road**  
**Rimrock, Az. 86335**

Offer Due Date: August 23, 2021 Time: 12:00 Noon Local Time

Location for Submission: **ASBA**  
**2100 Central Ave**  
**St. 200**  
**Phoenix, Az. 85004**

Opening Time/Location: Bid opening will be at Noon August 23, via Zoom Link:  
Meeting URL: <https://us02web.zoom.us/j/85263461821>  
Meeting ID: 852 6346 1821

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, offers for the materials and/or services specified herein will be received by the Arizona Rural School Association, at the above specified location, until the time and date cited. Offers/proposals received by the correct time and date shall be opened and the submitting vendors/offers shall be publicly read. All other information contained in the offers shall remain confidential until award is made.

Offers shall be in the actual possession at the location indicated, on or prior to the exact time and date indicated above. Late offers shall not be considered.

### **VENDORS/OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.**

Questions regarding this Request for Proposal/Solicitation should be submitted via email to [arsaschools@gmail.com](mailto:arsaschools@gmail.com).

This Request for Proposal (RFP) has been prepared by the Arizona Rural School Association (the "Association") as the soliciting procurement entity acting on behalf of the Final Mile Project Consortium (the "Consortium"). The Consortium is composed of participating Arizona public school districts jointly exercising powers related to procurement and management of resources. Any contract resulting from this Solicitation shall be for the use of the Consortium acting as the delegated agent for the individual participating school district.

# Table of Contents

<u>Section</u>	<u>Page</u>
Uniform Instructions to Offerors .....	3
General Terms and Conditions of Contract .....	11
Special Requirements of Solicitation .....	23
Scope of Work .....	27
References Form .....	31
Offer Sheet .....	32
Acknowledgement and Acceptance.....	33
Request for Confidentiality of Proprietary Information .....	34
Non-Collusion Affidavit .....	35
Vendor Checklist.....	36

## DOCUMENTS REFERENCED:

You may access a copy of the statutes, rules, and regulations referenced within this proposal at the following web addresses:

- Arizona Revised Statutes (A.R.S.)  
[www.azleg.state.az.us/ArizonaRevisedStatutes.asp](http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp).
- The Arizona School District Procurement Rules  
[www.azsos.gov/rules/arizona-administrative-code](http://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](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

# Uniform Instructions for Offers

## 1. DEFINITION OF TERMS

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

- 1.1 **"Attachments"** means all items required of the Offeror as a part of the Offer.
- 1.2 **"Association"** means the Arizona Rural Schools Association acting as the soliciting entity for this cooperative procurement on behalf of the Final Mile Project Consortium.
- 1.3 **"Association Representative"** means the appropriately designated individual acting on behalf of the Association in regards to this Solicitation.
- 1.4 **"Award"** means the selection of a successful Offeror(s) in connection with this Solicitation.
- 1.5 **"Consortium"** means the Final Mile Project Consortium acting on behalf of the participating consortium members pursuant the relevant Intergovernmental Agreement and any amendments thereto.
- 1.6 **"Consortium Representative"** means the appropriately designated individual acting on behalf of the Consortium in regards to this Solicitation and any resulting Award or Contract.
- 1.7 **"District"** refers to the Beaver Creek.
- 1.8 **"District Representative"** means the appropriately designated individual acting on behalf of the District in regards to this Solicitation and any resulting Award or Contract.
- 1.9 **"Days"** means calendar days unless otherwise specified.
- 1.10 **"Exhibits"** means all items attached as a part of the Solicitation.
- 1.11 **"Fiscal Agent"** means the Pinal County Educational Service Agency.
- 1.12 **"Offer"** means a complete offer, bid, or proposal in response to this Solicitation.
- 1.13 **"Offer Deadline"** means the final date and time for formal submission of Offers as dictated by this cover page of this Solicitation.
- 1.14 **"Offeror"** means a vendor who responds to a Solicitation by formal submission of an Offer.
- 1.15 **"Solicitation"** refers to the present Request for Proposal and all terms and conditions and Exhibits herein, including and Solicitation Addendum subsequently issued.
- 1.16 **"Solicitation Addendum"** refers to written addendum validly issued by the Association in accordance with the terms and conditions of this Solicitation
- 1.17 **"Solicitation Contact Person"** means Wes Brownfield who may be contacted via email at [arsaschools@gmail.com](mailto:arsaschools@gmail.com).
- 1.18 **"Contract"** means the combination of the Solicitation, including the Special Instructions to Offerors, the Special Terms and Conditions, and the Scope of Work; the Offer and any best and final Offers; any agreement entered into pursuant to the Solicitation, and any amendments to the Solicitation or the Contract; and any terms applied by law.

- 1.19 "Contractor"** means any successful Offeror who has entered into a Contract with the Consortium pursuant to this Solicitation.
- 1.20 "Subcontract"** means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party for performance of any work or furnishing of any material or any service required for the performance of the Contract.
- 1.21 "RFP Number"** refers to the unique RFP Number designated on the cover page to the Solicitation.

## **2. PRE-OFFER INQUIRIES**

- 2.1. Duty to Examine.** It is the responsibility of the Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer Deadline.
- 2.2. Solicitation Contact Person.** Any inquiry related to this Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation Contact Person. The Offeror shall not contact or direct inquiries concerning the Solicitation to any other employee or agent unless the Solicitation specifically identifies a person other than the Solicitation Contact Person as a contact.
- 2.3. Submission of Inquiries.** The Solicitation Contact Person may require that an inquiry be submitted in writing or via email. Any inquiry related to a Solicitation shall refer to the "Final Mile Project" and the RFP Number, but should otherwise clearly indicate that it is an inquiry or request for additional information, rather than a completed Offer.
- 2.4. Requests for Exceptions.** An Offeror may submit to the Solicitation Contact Person a written request for an unsubstantial, nonmaterial exception or deviation to a specific term, condition, or other provision in the Solicitation. Requests for an exception must identify the specific condition, term, or other provision to be excepted or modified and clearly state any proposed substitutions or modifications thereto.

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

A request for exceptions must be submitted to the Solicitation Contact Person not less than ten (7) days prior to the Solicitation Deadline. A request for exceptions shall not be accepted, in whole or in part, unless accepted in writing by the Solicitation Contact Person or the Association Representative.

If the Offeror does not receive a written response to a request for exceptions prior to the Solicitation Deadline, the Offeror may restate the request for exception in its Offer. A request for exceptions in the submitted Offer will be considered by Association when evaluating the Offer. If the request for exceptions is not acceptable, Association will reject the Offer.

- 2.5. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer Deadline. Failure to do so may result in the inquiry not being answered.
- 2.6. **No Reliance on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Addendum. An Offeror may not rely on verbal responses from the Solicitation Contact Person to inquiries.
- 2.7. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under the Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation at the conference. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests should be made as early as possible to allow time to arrange for the accommodation.

Verbal responses to questions raised at the conference shall not amend the Solicitation. If an issue is raised at the conference that results in a decision by Association to amend the Solicitation, the Solicitation may be amended only by issuance of a written Solicitation Addendum. An Offeror may not rely on any verbal responses to questions at the conference.

### 3. OFFER PREPARATION

- 3.1. **Forms.** An 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.
- 3.2. **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.
- 3.3. **Acknowledgement and Acceptance:** The Acknowledgement and Acceptance of the terms and conditions of this Solicitation must be submitted with the Offer and signed by a representative of the Offeror.

All exceptions or modifications requested by the Offeror, regardless of whether Association previously accepted the requested exceptions or modifications requested by the Offeror, must be clearly set forth in the Acknowledgement and Acceptance. Any exceptions or modifications set forth in the form that have not been previously accepted by Association, may be rejected if Association 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.

- 3.4. **Offer Sheet, Acknowledgement and Acceptance, and Non-Collusion Affidavit.** The Offer Sheet, Acknowledgement and Acceptance, and Non-Collusion Affidavit within the Solicitation

shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit these forms may result in rejection of the Offer.

- 3.5. Subcontractors.** An Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6. Cost of Offer Preparation.** Association will not reimburse an Offeror for the cost of responding to a Solicitation.
- 3.7. Solicitation Addendum.** Unless otherwise stated in the Solicitation, each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer Deadline. Failure to return a signed copy of a material Solicitation Addendum or to follow the instructions for acknowledgement of the Solicitation Addendum may result in rejection of the Offer.
- 3.8. Tax Identification Numbers.** An Offeror must provide his or her Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer Sheet and provide the tax rate and amounts where applicable in the Offer materials.
- 3.9. Taxes.** Prices provided in an Offer shall not include applicable state and local taxes. The Consortium, on behalf of the District, is exempt from paying federal excise tax and state property taxes. The Consortium, via the 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 Award.
- 3.10. Shipping/Delivery.** Terms and conditions relating to any shipping and delivery are "FOB Destination, Freight Prepaid and Allowed," unless other provided. 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.
- 3.11. Order of Precedence.** A Solicitation includes, in addition to the Request for Proposal, the following documents listed in their order of precedence:
- 1<sup>st</sup> Solicitation Addendums
  - 2<sup>nd</sup> Special Requirements of Solicitation
  - 3<sup>rd</sup> General Terms and Conditions of Contract
  - 4<sup>th</sup> Statement of Scope of Work/Specifications
  - 5<sup>th</sup> Solicitation Attachments and Exhibits
  - 6<sup>th</sup> 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.

- 3.12. Exceptions to Terms and Conditions.** An Offer that takes exception to a requirement of any part of the Solicitation shall clearly identify the specific paragraph(s) where the exception(s) occurs. All exceptions that are contained in the Offer may negatively affect the evaluation of Offeror's proposal based on the criteria as stated in the Solicitation or result in rejection of the Offer.

#### **4. SUBMISSION OF OFFERS**

- 4.1. Required Submission.** All Offers shall be submitted in hard copy, mailed or delivered to the Maricopa County School Superintendent's Office, 4041 North Central Ave #1200, Phoenix, AZ 85012. The envelope containing the Offer should be sealed and should reference the RFP Number and be directed to the attention of the "Arizona Rural Schools Association." Offers must be received at the location indicated on or prior to the exact time and date of the Offer Deadline. Late Offers shall not be considered.
- 4.2. Optional Electronic Submission.** Offerors may also provide an electronic courtesy copy of the Offer via email to [arsaschools@gmail.com](mailto:arsaschools@gmail.com). The RFP Number should be identified in the subject line and should otherwise indicate it is a courtesy copy of an Offer. Electronic submission is entirely optional and will have no effect on the evaluation of an Offer. No electronic submissions will be reviewed or opened prior to the time set for official opening of Offers. Electronic submissions without a timely corresponding hard copy submission will not be considered.
- 4.3. Offer Amendment or Withdrawal.** The Offeror may withdraw an Offer any time prior to the Offer Deadline. The Offer may not be amended or withdrawn after the Offer Deadline, except as otherwise provided under applicable law. Each Solicitation Addendum shall be signed by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Addendum may result in rejection of the Offer.
- 4.4. Confidential Information.**
- 4.4.1. Request for Confidentiality. If an Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, the Offeror may submit a Request for Confidentiality of Proprietary Information to the Solicitation Contact Person 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 Association Representative shall review the statement and provide the determination in writing as to whether the information shall be protected. If the Association Representative determines that the information shall be protected from disclosure, the Association Representative shall inform the Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.

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

**4.5. Certifications of Offeror.** By signing the Offer Sheet and the Acknowledgement and Acceptance, the Offeror certifies the following:

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

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

4.5.3. The Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official or employee of the District, the Consortium, or the Association in connection with this Solicitation.

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

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

4.5.6. If awarded a Contract, the Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, Scope of Work, specifications, and other Exhibits of the Solicitation.

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

## **5. ADDITIONAL OFFER INFORMATION**

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

**5.2. 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.

**5.3. Confirmation.** The Association Representative may contact the Offeror to confirm understanding of the Offer. Such contact shall occur after the Offer Deadline and prior to



Award. Association shall seek written confirmation from the Offeror and shall retain the request and confirmation, if obtained, in the procurement file.

- 5.4. Offer Acceptance Period.** The Offeror shall hold its Offer open for a minimum of thirty (30) days from the Offer Deadline.
- 5.5. Rights of Waiver, Rejection, and Cancellation.** Notwithstanding any other provision of the Solicitation, the Association, and/or Consortium may waive any minor informality, reject any and all Offers or portions thereof, or cancel the Solicitation to fullest extent permitted by applicable law.

## **6. AWARD**

- 6.1. Basis of Award.** An Award will be made to the responsible Offeror whose Offer is determined to be the most advantageous to the Consortium based on the requirements of the Solicitation and evaluation factors set forth in the Special Requirements of Solicitation.

The Association and the Consortium will evaluate and determine which Offers are acceptable and unacceptable for further consideration. If determined to be in the best interest of the Consortium members, the Association 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 most advantageous Offer.

- 6.1. Multiple Awards.** The Association may award multiple contracts from the Solicitation. The decision to award a single contract, award multiple contracts, or make no award rests solely with Association. A multiple Award shall be made only if the Association Representative determines in writing, prior to making an award that a multiple Award is necessary and is advantageous to Association and/or Consortium and/or District.

In determining whether to award multiple contracts, Association will assess whether multiple vendors are necessary and advantageous to ensure the availability of goods or services that fully conform to Association's requirements at the time, place and manner needed by Association. If Association determines that multiple contracts are necessary and advantageous, Association will determine the least number of Contractors that are needed and award Contracts to the Offerors who submitted the most advantageous Proposals to Association.

When determining whether to award of multiple contracts, Association may consider a variety of factors, including without limitation: Association'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 Association's needs, bonding capacity, Contractor's location and service areas, Association'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.

- 6.2. Formation of Contract.** A submitted Offer in response to the Solicitation is an offer to contract with the Consortium 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 the Association makes an Award. A Contract is formed when a Consortium Representative signs the Award document on behalf of the District. No work may commence or products be delivered until a work order has been issued to Contractor.

## **7. PROTESTS**

A protest of a Solicitation or Award may be made by an interested party as defined by the School District Procurement Code. The protest shall comply with and be resolved according to Rules R7-2-1141 through R7-2-1153 of the School District Procurement Code. Protests shall be in writing and be filed with the Solicitation Contact Person. A protest based on alleged improprieties that are apparent before the Offer Deadline must be delivered to the Solicitation Contact Person before the Offer Deadline. A protest of a Solicitation or Award for any other reason must be delivered to the Solicitation Contact Person within ten (10) days after Association makes the procurement file available for public inspection, unless the Association 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 soliciting entity and the RFP Number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

# General Terms and Conditions of Contract

All Contracts awarded by Association and accepted by the Consortium 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.

## 1. CANCELLATION

- 1.1. **Cancellation for Bankruptcy or Acquisition.** Consortium 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.
- 1.2. **Cancellation for Conflict of Interest.** Consortium may cancel the Contract pursuant to A.R.S. § 38-511 for conflict of interest.
- 1.3. **Cancellation for Convenience.** Consortium reserves the right to immediately cancel the Contract without penalty or recourse, in whole or in part, when Consortium determines cancellation to be in the best interests of Consortium and/or District. 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.
- 1.4. **Cancellation for Non-performance or Contractor Deficiency.** Consortium 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. Consortium may issue a written deficiency notice to Contractor for any of the following:
  - Failing to comply with the accepted terms and conditions of the Contract;
  - Providing material that does not meet the specifications of the Contract;
  - Providing work and/or material that was not awarded under the Contract;
  - Failing to adequately perform the services set forth in the scope of work/services and specifications;
  - Failing to complete required work or furnish required materials within a reasonable amount of time;
  - Failing to make progress in performance of the Contract and/or giving Consortium reason to believe that Contractor will not or cannot perform the requirements of the Contract;
  - Performing work or providing services under the Contract prior to receiving a Consortium approved purchase order for such work.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to the Consortium 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 Consortium, along with documents, data, and reports prepared by Contractor under the Contract shall become the property of Consortium.

- 1.5. **Cancellation for Replacement.** Consortium 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. Consortium 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 Consortium.
- 1.6. **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.
- 1.7. **Cancellation for Improper Conduct.** Consortium 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 the Consortium or the 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 Consortium's policy regarding gratuities. Samples of software, equipment, or hardware provided to Consortium for demonstration or evaluation are not considered gratuities.
- 1.8. **Cancellation for Lack of Appropriation.** Consortium may cancel the Contract if the Legislature of the State of Arizona or any other governmental body at any time fails to appropriate or award funds necessary for the Consortium to perform the Contract.

## 2. **CONTRACT ADMINISTRATION**

- 2.1. **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 Consortium at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such Records.
- 2.2. **Compliance with Prior Certifications.** Upon Award of a Contract, Contractor shall continue to fully comply with all certifications provided to Consortium in the Uniform Rules for Offer of the Solicitation.
- 2.3. **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. Consortium 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 Consortium determines non-compliance of the materials, Contractor shall be responsible for the payment of all costs incurred by Consortium for testing and inspection.
- 2.4. **Notices.** Notices to Contractor required by the Contract shall be made by Consortium to the person indicated on the Offer Sheet submitted by Contractor. Notices to Consortium by the Contractor shall be made by Contractor to the Consortium Representative as indicated in the Award documentation and/or issued work orders. Consortium and Contractor may change their respective person to whom notices shall be given by reasonable written notice, and an amendment to the Contract shall not be necessary.

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

### **3. CONTRACT AMENDMENTS**

- 3.1. Amendments.** The Contract is issued under the authority of the Consortium and/or District Representative. The Contract may be modified only through a written amendment. 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 any unauthorized District employees or agents or made unilaterally by Contractor are violations of the Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect.
- 3.2. Subcontracts.** Contractor shall not enter into any Subcontract under the Contract without the advance written approval of the Consortium Representative. The Subcontract shall require the subcontractor to comply with the terms and conditions of the Contract.
- 3.3. Assignment and Delegation.** Contractor shall not assign any right nor delegate any duty under the Contract without the prior written approval of the Consortium Representative.

### **4. CONTRACT CLAIMS**

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

### **5. CONTRACT INTERPRETATION**

- 5.1. Governing Law.** The Contract is governed by Arizona law, including the School District Procurement Code.
- 5.2. Order of Precedence.** In the event of a conflict in the provisions of the Contract as accepted by the Consortium, the following order of precedence shall prevail:

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

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 Consortium Representative.

- 5.3. 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.

- 5.4. 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.
- 5.5. 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.

## **6. CONTRACTUAL REMEDIES**

- 6.1. Right to Assurance.** If Consortium in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing the Contract, Consortium 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, Consortium may pursue all remedies, including termination of the Contract.
- 6.2. Stop Work Order.**
- Consortium 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 Consortium Representative shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 6.3. 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, Consortium may terminate the Contract or pursue any other right or remedy available to it.
- 6.4. Right to Offset.** Consortium shall be entitled to offset against any sums due Contractor, any expenses, costs or damages incurred by Consortium as a result of Contractor's nonconforming performance or failure to perform the Contract.
- 6.5. Non-exclusive Remedies.** The rights and the remedies of the parties under the Contract are not exclusive.
- 6.6. 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, public health emergencies, civil disorders, fire, flood, lockouts; or failures or refusals to act by government authority. Force Majeure shall not include any of the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a Subcontractor unless the delay arises out of a Force Majeure as defined in the Contract
- Inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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.

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.

## **7. FEDERAL AND STATE REQUIREMENTS**

- 7.1. 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 school site within the District shall at its own expense, obtain a valid fingerprint clearance card in accordance with A.R.S. § 41-1758 and present it to the Consortium Representative prior to commencement of services. An exception to this requirement may be made as authorized in under the law and under the authority of the District or any governing board.
- 7.2. 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.
- 7.3. 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 any 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 Consortium's discretion.
- 7.4 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.
- 7.5. 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.

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

**8. INSURANCE AND SAFETY**

**8.1. 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 worker’s compensation insurance unless excepted by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in the Solicitation.

**8.2. 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	\$1,000,000
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The policy shall be endorsed to include language indicating that the District 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)	\$500,000
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The policy shall be endorsed to include language indicating that District 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
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Employers’ Liability:

Each Accident	\$100,000
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Disease -Each Employee	\$100,000
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Disease -Policy Limit

\$500,000

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

- Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
- Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**8.4. 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.

## **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. Consortium reserves the right to stop work and/or cancel the contract of any Contractor who fails to obtain any required permits or regulatory approvals or whose license(s) expire, lapse, are suspended, or are terminated.

## **10. PAYMENT**

**10.1. Contractor Invoice.** Contractor shall invoice the Consortium after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and RFP Number and/or Contract number. Taxes shall be listed separately from the item cost. Contractor shall send invoices as directed to the Consortium Representative.

**10.2. Contractor Payment.** Upon approval, Consortium shall direct the Fiscal Agent issue payment to Contractor after receipt and approval of invoice. Payment terms are net thirty (30) days from receipt of Contractor's invoice.

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

**10.4. 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 Consortium within the time allowed by law, in the form of a check or credit memo, as determined by Consortium.

- 10.5. Progress Payments.** Consortium may make progress payments under the following conditions: 1) Consortium 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) Consortium 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 any local governing entity rules and any and all other applicable state rules and regulations.

## **11. PRICE AND PRODUCT CHANGES**

- 11.1. 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 Offer is submitted.
- 11.2. Discontinued Products.** If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate. Consortium 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. Consortium, in its sole discretion, may approve the request by issuing notice to the Contractor or a Contract amendment. Upon approval by Consortium, Contractor shall make available electronic price lists/catalog updates at no additional cost to Consortium.
- 11.3. Price Adjustments.**
- 11.3.1 Price Increases.** Prices shall be firm for the initial term of the Contract. Contractor may submit to the Consortium Representative a fully documented request for a price increase. The Consortium Representative shall determine whether the requested price increase or any other option is in the best interest of Consortium. The Consortium 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.
- 11.3.2 Price Decreases.** During the term of the Contract, Contractor shall offer to Consortium an equivalent price reduction for any Contract product if Contractor publishes a price reduction for the Contract product for other customers of Contractor. Consortium may accept a price reduction at its discretion.

## **12. RELATIONSHIP OF PARTIES**

- 12.1. Independent Contractor.** Contractor is an independent contractor relative to the Consortium which is acting on behalf of the District. Contractor has no contractual relationship with and is not in privity with the Association.
- 12.2. No Contractual Relationship with Subcontractor.** Consortium shall have no contractual relationship with a Subcontractor.

- 12.3. 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 under the Contract as required by state or federal law.

### **13. RISK AND LIABILITY**

- 13.1. 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.
- 13.2. General Indemnification.** Contractor shall indemnify, defend, save, and hold harmless District and/or its Governing Board members, employees, and agents 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 Consortium and or 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 Consortium and/or District.
- 13.3. Indemnification – Patent and Copyright.** To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by Consortium and/or District of materials furnished or work performed under the Contract. Consortium shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.
- 13.4 Third Party Antitrust Violations.** Contractor assigns to Consortium 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.

### **14. SHIPPING/DELIVERY**

- 14.1. 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 Consortium or District until Consortium or District receives the products or materials at delivery point, unless otherwise provided in the Special Requirements of Solicitation, if any.

- 14.2. 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.
- 14.3. Shipping Charges.** Consortium shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.
- 14.4. 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 Consortium. All risk of transportation and all related charges shall be Contractor's responsibility. Contractor shall file all claims for visible or concealed damage. Consortium will notify Contractor promptly of any damaged products and shall assist Contractor in arranging for inspection.

## **15. TAXES**

- 15.1. Payment of Taxes.** Consortium 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.
- 15.2. 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 Consortium.
- 15.3. Federal Excise Tax.** Consortium acting on behalf of the District is exempt from paying federal excise tax.
- 15.4. Property Taxes.** Consortium acting on behalf of the District is exempt from state and county property taxes.
- 15.5. State and Local Transaction Privilege (Sales) Taxes.** Consortium acting on behalf of the District is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from Consortium does not relieve Contractor from its obligation to remit taxes to the proper revenue office.
- 15.6. 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 Consortium harmless, and shall require its subcontractors to hold Consortium 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.

## **16. TERM OF CONTRACT AND EXTENSIONS**

- 16.1. Contract Term.** The initial term of the Contract shall be three (3) calendar years from the completion date of construction for capital improvements described in the Contract and as approved by the Consortium Representative.

- 16.2. Contract Extension.** By mutual written agreement between Consortium and Contractor, the Contract may be extended for up to two (2) consecutive additional twelve (12) month periods, beginning immediately after expiration of the initial term. Consortium will determine whether it is in Consortium'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. The Contract will expire unless renewed by issuance of written notice acknowledged by both parties.

## **17. WARRANTY/QUALITY GUARANTEES**

- 17.1. Fitness.** Contractor warrants that all equipment, material, and services supplied to Consortium 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.
- 17.2. 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 Consortium.
- 17.3. Quality.** Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for life of the Contract, including the initial term and subsequent extensions, the equipment, materials, and services provided shall be:
- Of a quality to pass without objection in the industry or trade normally associated with them;
  - Fit for the intended purposes for which they are used;
  - Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the Contract;
  - Adequately contained, packaged and marked as the Contract may require; and
  - In conformance with the written promises or affirmations of fact made by Contractor.
- 17.4. 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 Contractor shall maintain all applicable licenses and permits.
- 17.5. Warranty Requirements.** Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the specifications of the Solicitation.
- 17.6. No Liens.** Contractor warrants that the materials supplied under the Contract are free of liens.
- 17.7. Survival of Rights and Obligations.**
- Contractor's Representations and Warranties. All representations and warranties made by Contractor under the Contract shall survive the expiration or termination of the Contract

- 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 Consortium Representative.

## 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.

### **Submission of Offers**

All Offers shall be submitted in hard copy, mailed or delivered to the ASBA Office, 2100 Central Ave, St. 200, Phoenix, Az. 85004. The envelope containing the Offer must be sealed and must reference the RFP Number and be directed to the attention of the "Arizona Rural Schools Association." Offers must be received at the location indicated on or prior to the exact time and date of the Offer Deadline. Late Offers will not be considered.

Offerors may also provide an electronic courtesy copy of the Offer via email to [arsaschools@gmail.com](mailto:arsaschools@gmail.com). The RFP Number should be identified in the subject line and should otherwise indicate it is a courtesy copy of an Offer. Electronic submission is entirely optional and will have no effect on the evaluation of an Offer. No electronic submissions will be reviewed or opened prior to the time set for official opening of Offers. Electronic submissions without a timely corresponding hard copy submission will not be considered.

### **Offer Opening**

Proposals shall be opened publicly at the time and place designated on the cover page of this Solicitation. The name of each Offeror shall be read and recorded. All other information contained in Offers shall be confidential to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. Prices will not be read. Proposals will not be subject to public inspection until after an Award.

### **Pricing**

Submitted pricing must identify the cost for all equipment, supplies, and labor, including but not limited to any costs for site assessment, project management, documentation, travel, and taxes. All taxes, including sales and/or transaction privilege taxes, must be identified separately. All capital and nonrecurring costs must be disclosed up front and identified in the Offer.

All monthly "educational" MRC costs as well as standard MRC for internet access must be identified in the proposal.

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

### **Contract Term**

The initial term of the Contract shall be three (3) years from the completion of construction and implementation of the Scope of Work, as determined by the final approval of the Consortium Representative.

### **Contract Scope**

This Contract shall be for performance of a capital project, which includes all costs associated with the design, implementation, construction, and project management pursuant to the Scope of Work as defined

below. Ongoing monthly recurring costs related to the provision of educational and/or commercial internet services and/or maintenance shall be invoiced separately to the subscribing customers and end users.

### **Evaluation Criteria for Responsive Offers**

In accordance with applicable procurement code requirements, awards shall be made to the responsible Offeror whose proposal is determined in writing, pursuant to the evaluation criteria below, to be the most advantageous. The Association Representative and Consortium Representative, acting on behalf of the District, shall determine the Award subject to approval of a majority vote of the Consortium. Sales or transaction privilege tax will not be included in the competitive evaluation of the Offer.

Evaluation criteria shall include:

- A. Price for Provision of Educational Internet Services (20 points)
- B. Quality of Projected Performance / Engineering (20 points)
- C. Price for Provision of Commercial Internet Services (15 points)
- D. References (15 points)
- E. Service Level Agreement (15 points)
  - a. Billing
  - b. Customer Service
  - c. Escalation
  - d. Response Time to Outages
  - e. Network latency
- F. Local Vendor Representation (15 points)

### **Discussions**

Discussions may or may not, at the sole discretion of the Association, be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for Award. These discussions would occur for the purpose of clarification and to assure full understanding of, and responsiveness to, the Solicitation requirements. If discussions occur pursuant to provisions of this paragraph, the Association shall issue a request for best and final offers according to the applicable procurement code requirements.

### **Multiple Awards**

The Association retains discretion to award multiple contracts if necessary, but it is the Association's intent to issue a single Award to one Offeror under this Solicitation.

### **Questions**

All questions must be submitted to Solicitation Contact Person, and all responses will be posted to the Final Mile Project website: <https://www.finalmileproject.com/Request-for-Proposal>

### **Vendor Registration:**



Prior to award of a contract, the successful Offeror shall have a completed Bidder Registration Form on file and be registered with the State Procurement Office as a vendor in the State of Arizona.

<https://spo.az.gov/>

### **Proposal Format**

Submit one (1) hard copy of the Offer. Offers shall be composed of tabbed sections in the following order:

- A. Introductory Letter
- B. Table of Contents
- C. Firm Background, Experience, and Qualifications.
  - i. Note: This section should also specifically identify the employees that will be assigned to this account, including their relevant education and experience and the number of years employed by your firm.
- D. References: Provide at least 5 references
- E. Technical Proposal
  - i. Narrative Description
  - ii. Drawings / Engineering Documents
  - iii. Gantt Chart / Project Timeline
- F. Cost/Pricing Proposal
- G. Offer Sheet
- H. Acknowledgement and Acceptance
- I. Non-Collusion Affidavit
- J. Request for Confidentiality of Proprietary Information (if any)

### **Funding Contingency**

This Solicitation and any eventual Award or Contract is wholly contingent on the Association and/or Consortium obtaining or maintaining successful funding.

### **Process Timeline**

- 1. RFP Posting (14 days)
- 2. Offer Evaluation (7 days)
- 3. Request for Best and Final Offers (if needed) (7 days)
- 4. Contract Award

Please review the enclosed requirements, specifications, and terms of the entire Solicitation carefully. The Association reserves the right to accept or reject, cancel, postpone any or all offers, waive minor irregularities, and/or accept any Offer deemed to be in the best interest of the Association and/or Consortium according the evaluation criteria disclosed herein.

Offerors are encouraged to seek clarification on any item within this Solicitation. The submission of an Offer indicates that the Offeror understands the requirements and specifications and agrees to the terms and conditions set forth herein.

All information will be made available for public inspection after an Award. Information marked and accepted by Association as "confidential" will not be disclosed pursuant to A.A.C. R7-1005. An entire Offer or the pricing information contained therein will not be accepted as confidential.

# Scope of Work

## HIGH-SPEED INTERNET SERVICES TO RESIDENTIAL ADDRESSES

The Association is requesting proposals in accordance with the stated goals of The Final Mile Project. General background and overview of The Final Mile Project can be viewed at <https://www.finalmileproject.com/>.

The Scope of Work as provided in this Solicitation encompasses the design, construction, implementation, and maintenance of telecommunications equipment and services providing “last mile” (or end user) educational internet access to the residential communities of the District, as defined and identified in **Attachment 1 - Residential Addresses**.

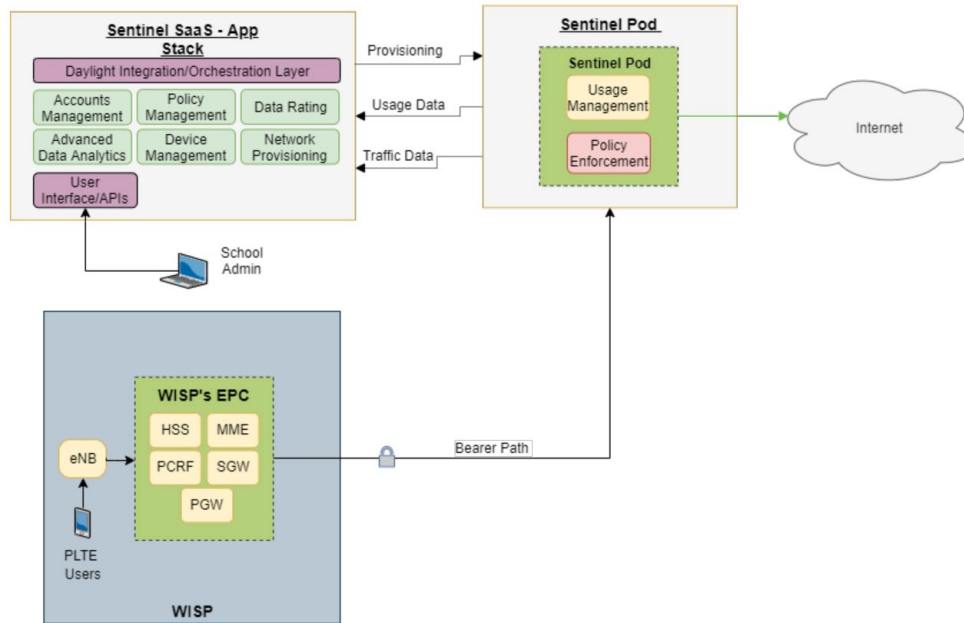
The Association is not dictating the specific technology to be implemented for delivery of internet services under the Final Mile Project, provided the proposed technology otherwise meets the technical specifications and requirements below.

Local school assets and facilities of the District, including certain real property, fixtures, and utilities, have been approved for use by Contactor in connection with the provision of services under this Contract.

### **SPECIFICATIONS:**

The Offer submission must address each of these technical requirements and specifications:

1. Proposed system and network must provide bandwidth speeds of a minimum of 100Mbps downstream and 25Mbps upstream.
2. Content filtering and compliance with the Children’s Internet Protection Act (CIPA) will be enforced by the Kajeet Sentinel Platform (the “Sentinel Platform”). The Consortium will provide the subscription to the Sentinel Platform.
  - In a standard implementation model, Contractor will assign the devices which require filtering a private static IP address from a Sentinel Platform defined Classless Inter-Domain Routing (CIDR) range and will route all internet-bound traffic from these devices via an IPsec tunnel to the Sentinel Platform. *See diagram below.*
  - The Sentinel Platform will enforce CIPA policies before letting the traffic egress to the internet. Content such as entertainment, gaming, streaming, advertising, and non-educational social media will be blocked.
  - For specific technical questions regarding implementation of the Sentinel Platform, contact Darren Bell at [dbell@kajeet.com](mailto:dbell@kajeet.com)



The Sentinel Platform will provide the following functionality:

#### Filters

- Cloud-based management.
- Compliance with the CIPA. The District will be responsible for refining existing CIPA filtering requirements for their area and use cases, which can include:
  - “White-listing” and “Black-listing” of specific URLs.
  - Multiple filter groups (e.g. Grades K-8 and Grades 9-12 filter groups).

#### Device Management

- Ability to set multiple time-of-day data access policies.
- Ability to set daily and/or monthly data consumption limits at the device and device group levels in real time.
- Ability to set multiple administrative users and sub-administrative users with specific administrative rights.
- Ability to suspend and reinstate a device in real time.
- Ability to indicate a device as lost/stolen and automatically suspend that device in real time.
- Ability to relate and track a device to a specific student device without unnecessarily exposing personally identifiable information.
- Ability to customize deny pages or re-direct traffic upon a denial.

#### Reporting

- An online reporting function that includes visibility into individual device activity, broad program trends, and allowed/denied URL activity.
- A web-based “dashboard” function that shows a quick snapshot of program trends based on various set and custom timeframes.

3. "Educational internet services" refers to services that enable access to internet resources that District students need to complete school assignments and tasks within a CIPA-compliant environment. CIPA compliance will be enforced by, and all access to educational internet services will be routed through, the Sentinel Platform.
4. The provision of educational internet services may utilize the existing District internet connection ONLY if there are no internet service providers in the area. If internet is available in the area, the district internet may not be used and a separate connection must be utilized.
5. The provision of commercial internet services will require a source internet service connection separate from the existing District connection for the reasons discussed below in Item 8.
6. All design, construction, implementation, and project management costs should be capitalized up front. Ongoing maintenance costs are to be covered by end-user subscriptions, to be invoiced and paid by end users directly on a monthly basis.
7. Subscriptions for educational internet services should be provided at the lowest possible cost to the consumer, but in no event should exceed a maximum of \$10 per month per subscription.
8. Contractor will own the network hardware installed by Contractor. Contractor therefore may monetize this network hardware for the provision of commercial internet services to non-educational customers, provided those commercial internet services do not rely on any federally-subsidized E-Rate internet services utilized by the District. A separate internet service connection will be required for the provision of any non-educational (i.e. commercial) internet services to customers. Please include in your Offer technical specifications and a pricing model for the provision of commercial internet services to non-educational customers.
9. Other than network hardware installed by Contractor, the Consortium will maintain ownership of all other hard assets and/or infrastructure constructed, improved, or implemented in accordance with the Contract.
10. Address and provide a plan for future upgrades, with a cost analysis.
11. Address the reliability and/or guaranteed uptime of the proposed system and network, including a Mean Time Between Failure analysis and an outage resolution and escalation plan.
12. Contractor must maintain the installed system and network for a minimum of three (3) years following the completion of construction and implementation.
13. The Beaver Creek School District does not currently have high speed internet at the school. It is planned to be installed June 2022.



### REFERENCES

You may use this form or include your own reference listing.

Customer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone # \_\_\_\_\_ Email \_\_\_\_\_  
Size of project \_\_\_\_\_ Year(s) Services Provided \_\_\_\_\_

Customer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone # \_\_\_\_\_ Email \_\_\_\_\_  
Size of project \_\_\_\_\_ Year(s) Services Provided \_\_\_\_\_

Customer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone # \_\_\_\_\_ Email \_\_\_\_\_  
Size of project \_\_\_\_\_ Year(s) Services Provided \_\_\_\_\_

Customer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone # \_\_\_\_\_ Email \_\_\_\_\_  
Size of project \_\_\_\_\_ Year(s) Services Provided \_\_\_\_\_

Customer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone # \_\_\_\_\_ Email \_\_\_\_\_  
Size of project \_\_\_\_\_ Year(s) Services Provided \_\_\_\_\_

**OFFER SHEET**

The Final Mile Project

OFFER: TFMP-001

Arizona Transaction Privilege Tax License No.: \_\_\_\_\_

Federal Employer Identification No.: \_\_\_\_\_

For clarification and/or inquiries related to this of this Offer, contact:

Name \_\_\_\_\_ Phone/Fax \_\_\_\_\_

Email: \_\_\_\_\_

The Undersigned hereby offers and agrees to furnish the material, service, and/or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Offer. Signature also certifies understanding and compliance with the Special Terms and Conditions and the Scope of Work.

\_\_\_\_\_  
Company Name / Authorized Signature

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Street Address, City, State, Zip



## ACKNOWLEDGEMENT AND ACCEPTANCE

*Explanatory Note: The purpose of this form is to confirm the Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested and have been approved prior to submission of the Offer.*

The Offeror, by the undersigned representative, acknowledges and accepts all terms and conditions of the Solicitation. As used in this form, "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).

### **Addendum Acknowledgement:**

**I/We have received and consider addenda through Addendum #\_\_\_\_\_.**

Signature of Offeror: \_\_\_\_\_

Printed Name of Offeror: \_\_\_\_\_

Date: \_\_\_\_\_



**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, affiant,  
(Print Name of Person Authorized to Sign Offer)

the \_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Company Name)

the persons, corporation, or company who makes the accompanying Offer, having first been duly sworn, deposes and says:

That such Offer 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.

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

## VENDOR CHECKLIST

This checklist is provided as a courtesy for you to be sure your submission includes the following contents:

- Introductory Letter
- Table of Contents
- Firm Background, Experience, and Qualifications
- References
- Technical Proposal
- Cost/Pricing Proposal
- Offer Sheet
- Acknowledgement and Acceptance
- Non-Collusion Affidavit
- Request for Confidentiality of Proprietary Information (if applicable)