

# Nogales Unified School District # 1

## Request for Proposal “RFP 2223-05 WAN- Wide Area Network”

**Proposal Issue Date: November 22, 2022**

**Voluntary Pre-Bid Vendor Meeting: December 8, 2022, 10:30am – 11:30 am, Arizona Time, Board Room # 307, NUSD District Administration Building, 310 W. Plum Street, Nogales, AZ 85621**

**Proposal Due Date: January 12, 2023 at 10:00 A.M., Arizona Time, NUSD District Administration Building, Business Department (Room # 310), 310 W. Plum Street, Nogales, AZ 85621**

**Proposal Opening Date/Time: January 12, 2023 at 10:30 A.M., Arizona Time, NUSD District Administration Building, Board Room (Room # 307), 310 W. Plum Street, Nogales, AZ 85621- Zoom Link to be posted on the NUSD website**

Proposals shall be delivered to 310 W. Plum St. Nogales, AZ 85621, ATTN: Business Office (Room # 310). Proposals must be in the physical possession of Nogales Unified School District on or prior to the exact time and date indicated above. Proposals shall be clearly marked “**RFP 2223-05-WAN Wide Area Network**”. Proposals received by the correct time and date will be opened in the Business Office-(Room # 310) at 310 W. Plum St., Nogales, AZ 85621, and the name of each vendor will be publicly read. Proposals received after the correct date and time will be refused delivery or returned unopened.

Nogales Unified School District (hereafter referred to as the District) seeks proposals to establish a 12 month contract, with the possibility to issue four one-year extensions (as per E-Rate requirements), with a Service Provider to install and provide **Wide Area Network to provide connectivity to support existing Voice and Data Services along with future Video services** to all of Nogales Unified School District Campuses, including the District Office. **The District reserves the right to make multiple awards.** Terms will be dictated by E-Rate funding cycles stating allowable contract dates and contract termination dates. This contract may cover both E-Rate eligible and non-eligible items. If eligible and non-eligible items or services are proposal, vendors must break out the non-eligible items and list them as such. This record shall be open for public inspection at the time of the proposal opening. All other information, including pricing, shall remain confidential until after the award is made. The contract will not be awarded solely on the basis of cost. All information and proposals submitted will be made available for public inspection after the award has been made, except to the extent that the vendor has requested, and the District concurs, that certain information remain confidential.

This Request for Proposal will be made available on the Nogales Unified School District Website on November 22, 2022. Please select “Departments/Business Office” link, find the listing under “Current RFPs” and select the link for “RFP 2223-05 Wide Area Network.”

**This solicitation consists of:**

RFP Preparation Instructions	Deviations/Exceptions Form
Offer and Acceptance	Confidential/Proprietary Submittals Form
Contract Acceptance and Award	Pricing sheets
Proposal Affidavit Signature Page	Reference Questionnaire
Uniform General Terms and Conditions	Vendor Application
Project Specifications	W-9
Non-Collusion Affidavit	Edgar Certifications Form
Statement of No Bid (if applicable – please email)	

Vendors are strongly encouraged to carefully read this solicitation thoroughly. Failure to examine any of the requirements will be at the vendor’s risk.

**Questions regarding this Request for Proposal should be directed in writing to: Contact: Alex Lopez/ Nidia White E-Mail: [erate@nUSD.k12.az.us](mailto:erate@nUSD.k12.az.us)**

***Nidia White***

Nidia White, Procurement & Purchasing Specialist

## RFP Preparation Instructions

**One original and 3 copies** of the response must be includes **3 copies**, and **1 original response marked as "ORIGINAL in PDF format"** flash/USB drive. The written copies must be marked accordingly and the electronic format cd or flash/sub drive must have the vendors' name. All Nogales Unified School District also requires that the vendor retain at least one copy of the submission. In order for Nogales Unified School District and the proposal reviewers to clearly understand the proposal being presented by the Vendor, a complete response to this RFP must be contained in separate ring binders in tabbed sections as listed below. Failure to comply with these instructions may result in proposal disqualification.

### **TAB 1: Contracts**

Contract Offer page (page 2), Proposal Affidavit Signature page (page 3), Non-Collusion Affidavit, Statement of No Bid (if applicable), Deviations/Exceptions Form, Confidential/Proprietary Submittals Form, Vendor Application, W9 Form, Edgar Certifications Form with all sections completed, notarized ( if applicable) with all signatures in blue ink, proposal exceptions, and additional proposals contracts. Additional vendor contracts should be included in this section.

### **TAB 2: Pricing**

**Firm fixed price:** All proposals shall include initial and annualized costs. In the event a prospective vendor responds for a term of less than the time period specified in the Contract Acceptance and Award section, additional months, at the calculated rate of the last monthly rate, shall be added to ensure a fair comparison of price. This pricing model is inclusive of the concept of "Total Cost of Ownership", even though the District will NOT be purchasing any equipment under this contract. This contract is for services only.

Pricing sheets are for all services, including total proposal price. The District reserves the right to make multiple award. If the price for one service is different than the price for that service when bundled with other services, clearly indicate on the pricing sheets provided. Attach any additional alternate suggestions as vendor quotes to the back of the included pricing sheets. Clearly mark additional alternates as such.

### **TAB 3: Service Level Agreement**

Provide a specific Service Level Agreement (SLA) stating the mean time between failures (MTBF) of the proposed network services, express warranties of guaranteed "up-time" of the network services to be provided and response times in the event of any network issue experienced. Provide specific information on the monitoring of the services provided and the time(s) of day the services will be monitored. Vendor should include specific remedies for the District in the event the SLA is not upheld during the term of the contract by the service provider.

### **TAB 4: Example Project**

Vendor shall provide detailed documentation of an example project. All documentation, including logical and physical design maps shall be included, and should demonstrate the level of installation, on-going performance and service level consistent with services to be provided to the District.

### **TAB 5: Customer References**

**Four references** from customers where the vendor provides similar E-Rate projects and SLD billing equal to or near the price provided in the vendors response to this solicitation. Please include project type, project total, distance from home office, named contacts including telephone numbers and E-mail addresses. All references will be verified. **Additionally, Please provide the attached Reference Questionnaire to your existing customers.**

### **TAB 6: Vendor Summary**

Write a brief history of your company that includes its philosophy of doing business. Generally, the District will not accept a proposal from a business less than three years old or which has failed to establish a proven record of business. Generally, the District will not accept a proposal from a business that has no track record

of providing said services under the E-rate program. Fill out in its entirety the Form W-9 which will be supplied by the District with this RFP.

**TAB 7: E-Rate Clauses**

Vendor shall provide documentation on the position of the company if E-rate funding were to no longer exist from the Schools and Libraries Program of the Universal Service Fund. Vendor shall provide documentation indicating their knowledge of and ability to work within the E-rate environment to maximize funding opportunities and ensure the earliest project completion. Documentation shall be provided on how the vendor prefers to deal with E-rate Forms 471, 472, 474, and 486. Vendor shall also indicate their preferred methods of working with the E-rate billing processes (Form 470 requires the filer to indicate how they prefer to be billed). Vendor shall provide a position statement on how they will deal with late FCDL (funding commitment decision letters) or funding denial in future years of the contract.

**TAB 8: Scalability of Solution**

Vendor shall provide detailed documentation on the scalability of the proposed solution. Details must be given on the timeframe necessary to upgrade connections if greater bandwidth is desired by the District, whether it be for one or all sites covered in the contract. Vendor shall provide detailed documentation on how it will manage the addition of new schools or District facilities to the service contract. Details must be given on how the vendor will aid the District in making these changes in accordance with E-rate rules.

**TAB 9: Miscellaneous Additional Information**

Any additional proposal information including appendix with catalogs, slicks, model specifications and information, etc.

**Evaluation and Award:** Evaluation of all responsive proposals will be in compliance with Arizona State Procurement Rules and FCC Fair and Open Bidding Rules. Award will be made to the responsive vendor whose proposal is found to be the most cost effective solution, and in the best interests of the District; based on the specified evaluation criteria. During the course of the selection process, all prospective firms are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote their services through other channels.

To qualify for evaluation, a response to this RFP must have been submitted on time, and materially satisfy all mandatory requirements identified in this document. Deviations or exceptions stipulated in a vendor response may result in disqualification. Language to the effect that the vendor does not consider this solicitation to be part of a contractual obligation may result in that vendor's proposal being disqualified.

**The proposals will be scored based on the following criteria listed in order of importance:**

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
Cost of E-Rate Eligible Services	<b>50</b>
Technical Solution and Implementation Plan	<b>40</b>
Prospective Vendor's Experience and Qualifications	<b>30</b>
Service Level Agreement	<b>20</b>
Quality of References	<b>10</b>
<b>Total Points</b>	<b>150</b>

The District reserves the right to conduct a Best and Final Offer Process with all or a selected number of prospective vendors.

# Offer and Acceptance

To: Nogales Unified School District:

The undersigned hereby proposes and agrees to furnish **Wide Area Network to provide connectivity to support existing Voice and Data Services along with future Video services** in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the proposal. Signature also certifies understanding and compliance with all Terms and Conditions.

## CERTIFICATION

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

1. The submission of the offer 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 offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, 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., §§ 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. §§ 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. §§ 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. 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.
8. 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.

Federal Employer Identification Number \_\_\_\_\_

E-Rate SPIN Number \_\_\_\_\_

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

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

# Offer and Acceptance continued

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

Telephone Number \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Website \_\_\_\_\_

## Contract Acceptance and Award

Your Offer is hereby accepted:

As Contractor, you are bound to sell **Wide Area Network to provide connectivity to support existing Voice and Data Services along with future Video services** listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's proposal as accepted by Nogales Unified School District.

**This Contract shall henceforth be referred to as Contract No. NUSD RFP 2223-05 WAN- WIDE AREA NETWORK.**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

By \_\_\_\_\_

AUTHORIZED SIGNATURE

Angel Canto, Superintendent for Nogales Unified School District

This contract shall begin on July 1, 2023, and remain valid for a period of 12 months with the possibility to issue four one-year extensions (as per E-Rate requirements).

# Proposal Affidavit Signature Page

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

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

If awarded a contract, the Vendor will provide the equipment and services to the District in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.

I, \_\_\_\_\_ the undersigned \_\_\_\_\_  
*(Print Name of Signer)* *(Print Position)*

of the above named Vendor, being duly sworn and under oath, say and affirm this Date, that I hold the aforementioned Office in the above Vendor and I affirm the following:

## AFFIDAVIT I

This is to certify that the Vendor or any person on his behalf has examined and understands the terms, conditions, scope of work, specifications and other documents of this solicitation. Furthermore the vendor or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the proposal or award of the referenced proposal.

## AFFIDAVIT II

The vendor or any person in his behalf agrees to comply fully with any and all, local, state, and/or federal provisions that may regulate the vendor's business.

## AFFIDAVIT III

Neither I, nor to the best of my knowledge, the Vendor, or any associate of the Vendor, nor any of its employees, or any subdivision thereof has 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.

## AFFIDAVIT IV

The Vendor is a registered Telecommunications Service Provider, as recognized by the Schools and Libraries Division of the FCC and has a valid Service Provider Identification Number issued by the SLD and is in good standing with the SLD and FCC. The vendor or any person in his behalf agrees to comply fully with any and all Program Rules as set forth by the Schools and Libraries Division, Universal Service Administrative Corporation and/or the Federal Communications Commission as related to the E-Rate funding mechanism.

## AFFIDAVIT V

The vendor is aware of Arizona's conflict of interest laws and agrees to abide by them.

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

Subscribed and sworn to before me, a Notary Public of the State of \_\_\_\_\_,

County or City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

Notary Public: \_\_\_\_\_

*(Affix Seal Here)*

## UNIFORMS GENERAL TERMS AND CONDITIONS

### UNIFORM INSTRUCTIONS TO OFFERORS

#### 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 an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; any School District Purchase Order; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“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.
- H. **“Israel”** Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.
- I. **“Offer”** means any bid, proposal or quotation, as applicable.
- J. **“Offeror”** or **“Bidder”** means a vendor who responds to a Solicitation.
- K. **“Procurement Officer”** means the School District personnel duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- L. **“Responsible Offeror”** means the Offeror who has the capability to perform the Contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the offer most advantageous to the School District.
- M. **“Responsive Offer”** means the Offeror who submits a bid that conforms in all material respects to this Request for Proposals, Instruction to offeror and the Plans and Specifications which are incorporated herein by this reference.
- N. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ), as applicable, including, without limitation, any terms and conditions, specifications, and scope of work.
- O. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- P. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- Q. **“School District”** means Nogales Unified School District No. 1 of Santa Cruz County, Arizona.

## **BRAND NAMES**

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance equivalence of the commodity on which proposals are submitted. The use of the name of a manufacturer, brand, make or catalog number does not restrict the vendor from proposing suitable alternates. Any alternates proposal must be fully interoperable with existing District systems. Vendors proposing alternates that require the replacement of existing equipment shall list and include pricing for replacement equipment in the base proposal. The District reserves the right to decide whether alternates to the identified manufacturer and brand are in fact, equal to the equipment described in the invitation and compatible with existing District systems. The District will be the sole judge on the question of equal quality, and the District's decision shall be final.

## **CANCELLATION**

Cancellation for convenience: The District reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when the District determines that action to be in its best interest. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the cancellation.

Cancellation for non-performance or vendor deficiency: The District reserves the right to cancel the whole or any part of this contract due to failure by the vendor to carry out any obligation, term or condition of the contract. The District may issue a written deficiency notice to the vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Failing to adequately perform the services set forth in the specifications of the contract;
- Failing to complete the work required or furnish materials required within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving the District reason to believe that the vendor will not or cannot perform the requirements of the contract;
- Failing to observe any of the terms and conditions of the contract; and/or E-Rate program rules.

Upon receipt of a written deficiency notice, the vendor shall have ten (10) days to provide a satisfactory response to the District. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by the contractor under the contract shall become property of the District.

This agreement is subject to cancellation without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the District is or becomes at any time while the Contract, or an extension of the Contract is in effect an employee of or a consultant to any party to the Contract with respect to the subject matter of the Contract, pursuant to A.R.S. § 38-511.

This agreement is subject to cancellation in whole or in part, if the District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, pursuant to A.R.S. § 15-213(O).

This agreement is subject to cancellation in whole or in part, if the District determines that employment or a gratuity was offered or made by the contractor or a representative of the Contractor to any officer or employee of the District for the purpose of influencing the outcome of the procurement or securing the Contract, and amendment to the Contract, or favorable treatment concerning the Contract, including making of any determination or decision about contract performance.



Contractor cancellation: The contractor may cancel this contract upon one hundred twenty (120) days written notice to the District prior to the intended termination date. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by the District.

Continuation of performance: The 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.

At the conclusion or termination of the contract, the successful vendor may be required to remove any and all equipment, wiring, cabling, towers, antennas, and other materials owned by the vendor at the discretion of the District and at no additional cost to the District upon written notice by the district. If required, the removal must be completed within ninety (90) days from the date of notice.

## **CERTIFICATION**

By signature in the proposal section of the Offer and Contract Acceptance and Award page, the vendor certifies that:

1. The submission of the proposal did not involve collusion or other anti-competitive practices;
2. The vendor shall not discriminate against any employee, or applicant for employment in violation of federal and state laws.
3. If awarded a contract, the vendor agrees that all students, staff and other individuals eligible to receive services will have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals);
4. Vendor has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discounts, trips, favor, or service to any employee of the District in connection with this order.

## **CLARIFICATIONS**

Clarifications: As used in the solicitation, clarification means communication with a vendor for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation as initiated by the vendor. Unlike discussion, clarification does not give the vendor an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

## **CONFIDENTIAL INFORMATION**

Confidential information request: If a vendor believes that any or part of its proposal should be withheld from public inspection, i.e., trade secrets or proprietary information, a statement advising the District of this fact shall accompany the submission and the information shall be so identified wherever it appears. The District shall review the statement and shall determine in writing whether the information shall be withheld. If the District determines to disclose the information, the District shall inform the vendor in writing of such determination.

## **CONSTRUCTION SAFETY**

All construction work on all District buildings shall be in compliance with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. The condition of the site before startup will be agreed upon between the District and the contractor. The contractor shall assume full responsibility for the protection and safekeeping of any products stored on the premises. All construction work is subject to inspection by District personnel, proper authorities and inspectors.

## **CONTRACTS**

A response to this solicitation is an offer to contract with the District based upon the terms, conditions, scope of work, and specifications contained in this RFP. A solicitation does not become a contract unless and until the District accepts it. A contract is formed when a District administrator signs the award document, eliminating the need for a formal signing of a separate contract. This contract is issued under the authority of the Nogales Unified School District Governing Board. The contract may only be modified through a contract amendment within the scope of the contract. Changes to the contract, including the addition of work, materials or services, revision of payment terms, or substitution of work, materials or services, which are directed by an unauthorized individual or employee, or made unilaterally by the Contractor, are violations of the contract and applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this contract based on those changes. A contract amendment is a written document signed by an authorized official of District that is issued for the purpose of making changes in the contract. The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal, and properly issued District purchase orders referencing the requirements of this Request for Proposal. If a firm submitting a proposal requires that the District sign an additional contract, a copy of the proposed vendor contract must be included with the proposal. The District will review proposed vendor contract documents. A vendor's contract document shall not become part of the District's contract with the vendor unless and until an authorized representative of the District signs and dates such

document. In the event that this contract and the vendor provided contract, once properly executed by both parties, contradict one another, the District contract shall take precedence.

**COORDINATION**

The Contractor and District shall coordinate activities so as to avoid conflicts. The contractor will make every reasonable effort not to interrupt scheduled District activities with work under the contract. The contractor will notify the District of any construction work that may negatively impact scheduled District activities due to noise, etc. The contractor shall coordinate with other contractors and vendors so that work may be properly coordinated. The contractor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

**DELIVERY**

Vendor shall deliver conforming materials in each installment and may not substitute nonconforming materials. The District reserves the right to declare a breach of contract if the vendor delivers nonconforming materials or services to the District under the contract. Default in one installment will constitute total breach. Successful vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Vendor agrees to arrange for return shipment of damaged goods. Delivery and installation timing will be scheduled upon receipt of the purchase order.

**DOCUMENTATION**

Vendor shall deliver all associated documentation to the District within fourteen (14) calendar days of the completion of the initial installation, if applicable. Documentation shall consist of as-built drawings, configurations of all equipment, physical and logical maps of all installed connections and their respective locations.

**E-RATE**

This solicitation and resulting contract is wholly contingent on the successful funding of future E-Rate awards from the Universal Services Administration Corporation and at the option of the District. Vendor shall honor all pricing and contract components regardless of E-Rate funding status. The 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.

**EVALUATION & AWARD**

In accordance with all State, Federal and E-Rate rules and/or guidelines, award will be made to the responsive vendor with the attached scoring criteria. To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this RFP. Deviations or exceptions stipulated in a vendor response may result in disqualification. Language to the effect that the vendor does not consider this solicitation to be part of a contractual obligation may result in that vendor's proposal being disqualified. The District reserves the right to make a single award for all services, or make a multiple award.

**EXTENSIONS**

Execution of this section by both parties will extend this contract until: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_ District Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Additional Extensions may be executed (signed and dated by both parties) and attached to this document.

## **FORCE MAJEURE**

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow, earthquakes; tornadoes or violent winds; tsunamis; wind sheers; squalls; chinooks; blizzards; hail storms; volcanic eruptions; meteor strikes; famine; sink holes; avalanches; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

## **INDEMNIFICATION**

Contractor shall indemnify, defend, save and hold harmless Nogales Unified School District, from any and all claims, demands, suits, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the District on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of vendor, its employees, agents, representative, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the contract, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of vendor and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the District, or its employees. All parties to this contract agree to save harmless one another from simple negligence.

## **INSTALLATION**

Equipment that requires professional installation shall be installed in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed and/or certified individuals. The contractor, in consultation with the District, will develop a schedule that clearly indicates construction milestones, time periods and deadlines. The contractor must be willing to coordinate its activities with those of other trades working on the same project. The standard of quality and performance indicated in the specifications and scope of work shall be understood as the minimum requirements only. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with the specifications and recommendations of the manufacturer of the product to be installed. Where applicable, all work shall be accomplished in a manner so as to match adjacent existing work in the same area or on the same elevations. Under no circumstances will the contractor make adjustments to or alter in any manner the District's existing facilities without prior approval from the District's authorized representative.

## **INQUIRIES**

Any and all questions related to this solicitation shall be directed in writing to the contact listed on the page 1 of this RFP. The District prefers that all questions be submitted via electronic mail. No questions will be accepted 7 days prior to the opening of the responses to the RFP. Any mailed inquiries related to this solicitation should not have the solicitation number on the envelope since it might be confused with a sealed proposal response and not be opened until the due date and time.

## **INSURANCE**

Prior to commencing services under the contract, the vendor shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming the District as the certificate holder and an additional insured. Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime vendor. Said insurance shall name the prime vendor and the District as additional insureds. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime vendor and the District. The successful vendor shall also procure and maintain during the life of this contract, workers' compensation insurance for all of the vendor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

## **LABOR REQUIREMENTS**

By accepting the Purchase Order, Seller agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements provided under 41 CFR 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order 11375 and implementing regulations at 41 CFR Part 60. In such projects, Seller agrees to post wage rates at the work site and submit a copy of their payroll to Purchaser for their files. In addition, to comply with the Copeland Act, Seller must submit weekly payroll records to Purchaser. Seller must keep records for three years and allow the federal grantor agency access to these records, upon demand. Seller also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

## **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 the vendor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. The District reserves the right to stop work and/or cancel the contract of any contractor whose license(s) are non-compliant, expire, lapse, are suspended or terminated.

## **OFFER ACCEPTANCE PERIOD/WITHDRAWAL**

Late proposals will be returned unopened within ten (10) days of request from vendor. In order to allow District the opportunity to evaluate the proposals; District requires that a proposal in response to this solicitation be valid and irrevocable for ninety (90) days after opening time and date. At any time prior to the specified due date and time a vendor may withdraw his proposal. After the opening time and date, proposals may not be withdrawn.

## **OVERVIEW**

No right or interest in the contract shall be assigned by the vendor without prior written permission from the District, and no delegation of any duty of the proposal shall be made without prior written permission from the District. The District shall not unreasonably withhold approval and shall notify the vendor of its decision within fifteen (15) days of receipt of written notice by the vendor.

In accordance with applicable state law, the vendor's books and records related to this contract may be audited at a reasonable time and place.

Proposals shall be opened at the time and place designated on the page 1 of this RFP. The name of each vendor shall be publicly read and recorded in the presence of witnesses. Prior to award of a contract, proposals shall only be shown to District staff and selected evaluators. After contract award, all proposals shall be opened for public inspection.

The vendor shall have extensive knowledge and at least three (3) years of experience with the installation, maintenance and provision of the equipment, software or service proposal.

Throughout this RFP, there may be names of major businesses and their products. The names that appear without the trademark or service mark remain the property of their respective owners. The captions, illustrations, headings and subheadings in this solicitation are for convenience only and in no way define, limit or describe the scope or intent of the request. All materials and services shall be free of liens. Proposals must be for equipment on which the original manufacturer's serial number has not been altered in any way.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under the contract. The District reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of the vendor.

The contractor under the contract is an independent contractor. Neither party to the contract shall be deemed to be the employee or agent of the other party to the contract. The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

The sections of this RFP defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing which exempts the successful vendor from reasonable services required to ensure successful performance under the contract.

#### **PAYMENT**

All invoices shall list the applicable District purchase order numbers. Late fees are not permitted. All transactions are payable in U.S. currency only. The District will not process an invoice that doesn't match the purchase order. Incorrect purchase orders or invoices resulting in excess charges, no matter the cause of the error, when discovered, must be corrected by the vendor. Any excess payment must be returned to the District within thirty (30) days. The District will not process any incorrect E-Rate paperwork.

#### **PREPARATION OF PROPOSAL & PROPOSAL FORMAT**

A proposal may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of this solicitation. The forms and format contained in the solicitation shall be used. Vendors may reproduce the forms and retype the information, but all of the required information is to be presented in the order requested. Telegraphic, electronic mail, or faxed proposals shall not be considered. It is the responsibility of all vendors to examine the entire solicitation package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Failure to examine any requirements shall be at the vendor's risk. Negligence in preparing a proposal confers no right of withdrawal after due time and date. Proposals must be in the actual possession of the District on or prior to the due date.

One (1) original proposal and five (5) copies shall be submitted on the forms and in the format contained in this RFP. The original proposal and copies shall be marked accordingly. Additionally, the vendor will provide a complete copy of the original proposal in PDF format on a CD or flash/usb drive. The original proposal and copies shall contain all descriptive literature, specifications, samples, etc. The proposal and copies shall both be submitted in three-ring loose-leaf binders. All proposals must be completed in ink, on a computer, or typewritten. Forms may be filled by hand, but must be printed in ink. Illegible or vague proposals may be rejected. The proposal, contract offer and award document must be submitted with an original ink signature by the person authorized to sign the proposal. Erasures, interlineations or other modifications in the proposal shall be initialed by the person signing the proposal on behalf of the vendor. Failure to sign the proposal, contract offer and award document, or to make other notations as indicated, may result in rejection of the proposal.

Nogales Unified School District will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

By responding to this RFP, vendor acknowledges agreement with all terms and conditions contained in the solicitation. Should the vendor take any “exceptions” to the terms and conditions, a summary of the exceptions must be included in the proposal to be considered valid. Exceptions may be accepted or rejected by the District, and the District’s decision shall be final.

### **PROJECT COMPLETION (Initial Installation)**

Upon completion of the initial installation, the contractor shall present the District with all documents necessary to close-out the initial installation project as specified in the “documentation” section of this document. Even if final payments are made, if the District discovers an unfinished job that should have been completed, the contractor will complete the work in a timely fashion at no additional cost.

### **PROTESTS**

A protest must be in writing and must be filed with Fernando Parra, Superintendent of the District. A protest of this solicitation must be filed before the solicitation due date and time. A protest of a proposed award or award must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by contract number;
4. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
5. The form of relief requested.

### **RED LIGHT RULE**

Any vendor, or the subcontractor of any vendor, who is currently under, or has reason to believe that they may have a red light status under, the “Red Light Rule” by the FCC must disclose that information in this proposal. If any vendor, or the subcontractor of any vendor, is found to have a red light status under the FCC “Red Light Rule” during the term of this contract, this contract may be immediately terminated for violation of Affidavit IV of this document. The District will provide the vendor ten (10) days written warning of its intention to cancel the contract under this clause.

### **RIGHT TO ASSURANCE**

Whenever the District has a good faith reason to question the contractor’s intent to perform, the District may demand the contractor provide a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the District may treat this failure as an anticipatory repudiation of the contract.

### **SAFETY AND INDUSTRY STANDARDS**

All items supplied and/or installed under the contract shall comply with the current applicable Safety and Health Standards of the State of Arizona, the National Electric Code, OSHA standards, IEEE standards, BICSI standards, EIA/TIA standards, and the NFPA Standards.

### **SCOPE OF WORK**

The Nogales Unified School District No. 1 is requesting proposals for a Wide Area Network to support existing and anticipated future data, voice, and video traffic between the District Office locations and the campuses identified in the specifications below. The District is seeking a high reliability solution that will support data, voice and video traffic concurrently. The existing network is a Star or Hub and Spoke topology that provides direct connections between each school and the district data center.

It is the intent of the District to award a 12-month contract, with the possibility to issue four one-year extensions. It is the District’s expectation that services as awarded will begin no later than July 1, 2023. The contract term shall begin on July 1, 2023, or the Network Acceptance Date, whichever is later.

**SHIPPING**

Shipping errors/risk of transportation: Vendor agrees that shipping errors will be at the expense of the vendor. All risk of transportation and all related charges shall be the responsibility of the vendor. All claims for visible or concealed damage shall be filed by the vendor. The District will notify the vendor and/or freight company promptly of any damaged goods and shall assist the freight company/vendor in arranging for inspection. Shipments shall be F.O.B. destination. Title and risk of loss of material or service shall not pass to the District until it actually receives the material or service at the point of delivery, unless otherwise provided in this document.

**SITE REQUIREMENTS**

Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the District. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition. No vendor shall begin a project for which the site is not prepared by the District, unless the vendor decides to do the preparation work at no cost. Site preparation includes things such as moving furniture, installing wiring for power, and similar pre-installation requirements. Contractors shall take all necessary precautions for the safety of employees on the worksite, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of workers and the public. Contractor shall post danger warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public, and existing structures from injury or damage.

**SPECIFICATIONS**

The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet the specifications in the RFP will not be considered sufficient cause to adjudge these specifications as restrictive. Vendors shall utilize equipment and supplies, as well as offer services that they believe come closest to meeting these specifications. If the vendor deviates from the specifications in the RFP, the reasons for each deviation must be stated. Failure to detail all deviations may be sufficient grounds for rejection of the entire proposal. All specifications in this solicitation are designed to enable a vendor to satisfy a requirement for a service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any vendor who believes a specification is unnecessarily restrictive, and submits a proposal, must indicate such in its initial response.

**STATE MASTER CONTRACT**

The District reserves the right to reject all responses to this RFP and use a State Master Contract or any other established procurement contract accepted by state procurement regulations governing the District for all or part of the products and/or services covered under this solicitation.

**STATUTORY & FEDERAL REQUIREMENTS**

By accepting the Purchase Order, vendor agrees to comply with all local, state and federal laws, rules and regulations applicable to the work. All work shall be accomplished in conformance with OSHA safety requirements, and any additional federal, state or local requirements. Seller shall maintain all applicable license and permit requirements. By accepting the Purchase Order, Vendor agrees to comply and maintain compliance with FINA, A.R.S. § 41-4401 and A.R.S. § 23-214 which require compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

By accepting the Purchase Order, vendor agrees to comply with A.R.S. § 35-592 and confirms that Seller is in compliance with the Export Administration Act.



By accepting the Purchase Order, vendor agrees to comply with A.R.S. § 35-393 and confirms that Seller is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

By accepting the Purchase Order, vendor agrees to comply with fingerprinting requirements in accordance with A.R.S. § 15-512 unless otherwise exempted.

By accepting the Purchase Order, vendor agrees to maintain in current status all federal, state, and local licenses, certifications and permits required by the operation of the business conducted by vendor in accordance with A.R.S. § 32-1151.

By accepting the Purchase Order, when working on any projects funded with Federal grant monies, vendor additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state and local governments (24 CFR, Part 85, subpart 36 – procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights; and applicable standards, orders or requirements issued under: 42 USC 7401-7671q of the Clean Air Act; 33 USC 1251-1387 of the Federal Water Pollution Control Act as amended; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.

All federally assisted contracts that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the vendor. In projects that are not federally funded, Seller must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs on the Purchase Order, the additional costs may only apply to the portion of the work paid by the federal grantee.

By accepting the Purchase Order, Seller confirms that no Federal appropriated funds have been paid or will be paid by or on behalf of the Seller to any person 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.

By accepting the Purchase Order, vendor confirms that no Federal appropriated funds have been paid or will be paid by or on behalf of the vendor to any person 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.

If Federal grant monies are spent under the Purchase Order, vendor may be asked to provide additional information, disclosures and/or certification in compliance with federal regulations. This additional documentation may pertain to, but is not limited to, the following: federal lobbying (Section 319 of Public Law 101-121), international shipping, Clean Air Act, Federal Water Pollution Control Act, and debarment/suspension status.

If Federal grant monies are spent under the Purchase Order, vendor agrees to comply with Section 6002 of the Solid Waste Disposal 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.

If Federal grant monies are spent under the Purchase Order, vendor agrees to comply with Section 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).

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. Vendor agrees to comply to the greatest extent practicable.

If Federal grant monies are spent under the Purchase Order, Vendor agrees to comply with the following 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).

If Federal grant monies and/or US Department of Agriculture monies are spent under the Purchase Order, Seller agrees to comply with the applicable portions of the School Food Authority's agreement under the program. Seller agrees to conduct program operations in accordance with all applicable laws, orders and regulations, including but not limited to:

a. 7 CFR Parts 210, 215, 220, 225 and 250;

b. Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010;

c. Public Law 105-336, the Buy American provision of the William F Goodling Child Nutrition Reauthorization Act of 1998: The contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States, in accordance with 7 CFR 210.21(d) and 7 CFR 220.16(d). "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. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Exceptions include: (1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, or (2) competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product;

d. OMB Circular A-110, Byrd Anti-Lobbying Amendment 31 USC 1352;

e. Federal and USDA civil rights regulations and policies: 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. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, 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. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://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](mailto:program.intake@usda.gov);

f. Affordable Care Act: The contractor 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 contractor 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.

g. Record Keeping: The books and records of the contractor 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, 7 CFR 210.23 and 2 CFR Part 200.318 (i)).

h. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330); and

i. The termination clause of Appendix II to 2 CFR Part 200.

Purchaser reserves all administrative, contractual and legal rights and privileges under the applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract terms.

Purchaser may terminate the contract for cause and for convenience.

For all contracts that meet the definition of "funding agreement" and where Purchaser wishes to enter into a contract with a small business firm or nonprofit organization, vendor shall comply with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements.

When Federal funding is used, Purchaser shall take affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of bidding opportunities when possible. Prime contractors are required to take the same affirmative steps if subcontractors are let.

The parties agree to comply with all provisions of applicable federal, state and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.

Certificate of Independent Price Determination: The contractor admits that all prices in this order 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.

### **SUSPENSION OR DEBARMENT**

By accepting the Purchase Order, vendor confirms that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.

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

### **TAXES**

The District will collect and send payment for all taxes listed on the invoice. It is the vendor's responsibility to forward all taxes to the proper revenue office. Prices proposal shall include applicable state, and local taxes, however taxes will not be considered when evaluating each proposal.

### **TERM OF CONTRACT**

It is the intent of the District to award a 12 month contract, with the possibility to issue four one-year extensions (as per E-Rate requirements) for the specified services. The contract term shall be from contract award date through the time period specified in the Contract Acceptance and Award section of this RFP. Extensions to the contract may be made by executing the EXTENSION section of this RFP.

### **WARRANTY/QUALITY GUARANTEE**

Contractor's representations and warranties: All representations and warranties made by the contractor under the contract shall survive the expiration or termination of the contract. The contractor warrants that any material supplied under the contract shall fully conform to all requirements of the contract and all representations of the contractor, and shall be fit for all purposes and uses required by the contract. Contractor warrants that all equipment, software, and service delivered under this contract shall conform to the specifications of the contract.

### **NO ISRAEL BOYCOTT**

To the extent applicable, Contractor agrees that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

### **NO FORCED LABOR OF ETHNIC UYGHURS**

To the extent A.R.S. § 35-394 is applicable, the Contractor hereby certifies it does not currently, and for the duration of this Contract shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

## **Project Specifications - Wide Area Network Services**

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The Nogales Unified School District No. 1 is requesting proposals for a Wide Area Network to support existing and anticipated future data, voice, and video traffic between the District Office locations and the campuses identified in the specifications below. The District is seeking a high reliability solution that will support data, voice and video traffic concurrently. The existing network is a Star or Hub and Spoke topology that provides direct connections between each school and the district data center.

It is the intent of the District to award a 12-month contract, with the possibility to issue four one-year extensions. It is the District's expectation that services as awarded will begin no later than July 1, 2023. The contract term shall begin on July 1, 2023, or the Network Acceptance Date, whichever is later.

### **Background:**

Currently all District campuses and locations are on their own separate IP subnet. All campus IDF's are connected to their MDF's via 10G multimode fiber links with 1G connections to the desktop. All campuses are connected to the District Office location via Point to Point 10 Gbps Leased Lit Fiber links (except for co-located sites, which are connected as specified). All main points of entry are through an Aruba 3810 switch stack, except for the District Office, where all routing is managed by a Cisco 3850XS fiber switch. The district office switch currently manages eight 10G connections – one for each school. Thus, bandwidths listed in the table below must be split into multiple hand-offs of 10G each to accommodate the existing 10G single-mode transceivers.

### **General Specifications:**

The District is seeking services and pricing through a formal sealed RFP process, compliant with Arizona State Procurement Rules. The prospective vendor is not required to hold an approved State Master Contract or other Cooperative Purchasing Contract. If the prospective vendor holds an approved State Master Contract or other Cooperative Purchasing Contract, the pricing quoted may be compliant with the prospective vendor's State Master Contract or Cooperative Purchasing Contract pricing structure, at the prospective vendor's option. All responsive proposals will be accepted and will be included in the evaluation process.

All quotes must clearly identify the prospective vendor's E-Rate SPIN.

Please quote the cost for all non-recurring expenses, including but not limited to construction of conduit, trenching, campus assessment, installation, configuration, travel, taxes, etc. All proposals must include a detailed implementation plan complete with timeline leading to a July 1, 2023 cut-over.

The services quoted must be eligible for E-Rate under the Category 1 provision compliant with the Schools and Libraries Division Eligible Services List for the current funding year. The costs for services not eligible for E-Rate must be clearly itemized separate from eligible services.

The District will evaluate all compliant quotes received, and reserves the right to select the quote that is the most cost effective, compliant with FCC Fair and Competitive Bidding Rules.

1. See page 1 for the Pre-Bid Voluntary meeting information.
2. See page 1 for the RFP deadline. It is highly recommended vendors mailing their proposals, do so prior to this date to ensure receipt by this deadline. It is also recommended vendors check with their designated mail carriers to ensure timely delivery. Vendors dropping off the proposals in person must do before 9am. The district building opens from 8am to 5pm (Arizona Time) during normal business days. Proposals can be submitted before the deadline.

3. Amendments are required as indicated in the RFP. Written acknowledgement of all amendment(s) is required. Failure to submit a signed Amendment Form with your proposal would cause your proposal to be determined to be incomplete and thus un-responsive.

4. **The district is requesting written Request for Proposals for this project.** Only written proposals will be accepted. SEE RFP FOR INSTRUCTIONS. The district is requiring 1 original and 3 copies including an electronic version which can be submitted on an USB drive. The Original document must be marked as "Original" and the Copies must be marked "Copy". The USB drive must include the vendor's company name.

5. It is the district's intention to complete the award process by February 2023

6. 7. The reference questionnaire, which consists of 2 pages, (see page deadline on reference page). This document is attached to the RFP. Please provide this form to all your existing and past customers. It is highly recommended this form be completed by your existing/past customers. Additional reference documents will be accepted. The district is requesting four (4) references. More than four (4) can be submitted. If you are unable to get 4 reference forms completed, please submit any references completed.

8. The vendor application must be included with your proposal. The district is requesting both the Vendor Application and W9 forms be completed and submitted in the RFP response.

9. The district is requesting a 1-year contract with 4 annual renewals, as this is the district's preference, which would total 5 years. Vendors can submit pricing for either, the 1-year contract plus 4 annual renewals or a 5-year contract, or proposals for both options. Each proposal must clearly define the contract time frame. The district's contract cannot exceed a total of 5 years.

10. The district will not meet with vendors/service providers during the RFP process. The district reserves the right to meet with vendors upon evaluation of the proposals received; vendors/service providers selected would be notified accordingly.

12. The district no longer has monopolies. All previously installed monopolies have been removed.

13. The district currently has a Point to Point Fiber Optic Solution and the existing provider is WANRack LLC.

15. If additional equipment is required to reach the bandwidth requirements, the district asks that the Vendor includes the price of this equipment in their proposal as outlined by the WAN specifications below.

**Wide Area Network (WAN) Bandwidth Requirements:**

The District is looking for scalable, projected bandwidth based on future needs without the need for further procurement processes within the 5-year contract period. Please quote 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 1 Gbps and a Maximum Bandwidth of 10 Gbps with an Incremental Bandwidth of 1 Gbps will require quotes for bandwidths of 1 Gbps, 2 Gbps, 3 Gbps, etc. up to and including 10 Gbps.*

Location	Address All locations are Nogales, AZ	Minimum Bandwidth	Maximum Bandwidth	Incremental Bandwidth
<b>District Office</b> (aggregate bandwidth for Metro Ethernet Solutions)	310 W. Plum St.	80 Gbps	100 Gbps	Each 10 Gbps between Min and Max
<b>Nogales High School</b>	1905 N. Apache Blvd.	10 Gbps	50 Gbps	Each 10 Gbps between Min and Max
<b>Desert Shadows Middle School</b>	340 Blvd. Del Rey David	10 Gbps	50 Gbps	Each 10 Gbps between Min and Max
<b>Wade Carpenter Middle Academy</b>	595 W. Kino St.	10 Gbps	50 Gbps	Each 10 Gbps between Min and Max
<b>Coronado Elementary</b>	2301 N. Al Harrison Dr.	10 Gbps	50 Gbps	Each 10 Gbps between Min and Max
<b>A.J. Mitchell Elementary</b>	855 N. Bautista Dr.	10 Gbps	50 Gbps	Each 10 Gbps between Min and Max
<b>Challenger Elementary</b>	901 E. Calle Mayer	10 Gbps	50 Gbps	Each 10 Gbps between Min and Max
<b>Lincoln Elementary</b>	652 N. Tyler Ave.	10 Gbps	50 Gbps	Each 10 Gbps between Min and Max
<b>Mary Welty Elementary</b>	1050 W. Cimarron St.	10 Gbps	50 Gbps	Each 10 Gbps between Min and Max

The following sites are co-located with one of the above sites and do not require a separate connection to the WAN. These co-located sites are connected to a main site with District-owned fiber.

Main Site	Connected Site	Connection Commitment
District Office	Pierson Vocational High School	Gigabit Fiber Optic Link
District Office	MIS/IT Facility	Gigabit Fiber Optic Link
Desert Shadows Middle School	Bracker Elementary School	Gigabit Fiber Optic Link
Wade Carpenter Middle School	Warehouse/Maintenance	Gigabit Fiber Optic Link

**Wide Area Network Specifications:**

1. All proposals will be accepted and evaluated according to the FCC Fair and Open Bidding Rules.
2. The existing network is a Star or Hub and Spoke topology. The proposed Wide Area Network must provide a similar Topology.
3. If the proposed solution provides for fault tolerance or resiliency, please explain the method in detail.
4. If wireless technologies are proposed, only licensed frequencies will be acceptable.

5. The proposed network must support Quality of Service (QoS). The network must have the ability to apply rate limiting guarantees to specific packet types to ensure Quality of Service at each WAN link and across the WAN cloud. The network must have the ability to support multiple QoS policies and prioritization queues across each link in the WAN cloud to reduce latency and packet loss, and guarantee throughput for data, voice and video.
6. The District has a centralized phone system, and we must be sure that e911 information will be transferred over the new Wide Area Network accurately. In your proposal, please explain how your solution may affect routing of these calls, if at all.
7. The proposed network must support a Service Level of 99.9% uptime.
8. The proposed network must include a 24 x 7 monitoring and trouble notification service.
9. A monthly report on trouble tickets must be provided.
10. 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 refurbishers."
11. The RFP response must state what the vendor's policy and procedure is for escalation of unresolved trouble tickets.
12. The RFP Response must include a proposed implementation plan including a proposed cut-over date. The target cut-over date should be July 1, 2023.
13. The successful vendor must provide and be responsible for all coordination work and correspondence required with the local municipalities and utilities for arranging the required service, interface, charges, cut over schedule, and dates.
14. The awarded vendor must provide a competent supervisor and supporting technical personnel, acceptable to the District, during the entire installation.



**Price Sheets: Wide Area Network  
10 Gbps per site**

**Pricing for this service**

<b>Cost Category</b>	<b>E-Rate Eligible Cost</b>	<b>E-Rate Ineligible Cost</b>	<b>Total Line Cost</b>
<b>Non-Recurring Costs*</b>	\$	\$	\$
<b>Recurring Cost – Year 1</b>	\$	\$	\$
<b>Recurring Cost – Year 2</b>	\$	\$	\$
<b>Recurring Cost – Year 3</b>	\$	\$	\$
<b>Recurring Cost – Year 4</b>	\$	\$	\$
<b>Recurring Cost – Year 5</b>	\$	\$	\$
<b>Total Wide Area Network Cost</b>	\$	\$	\$

**Wide Area Network Optional Bandwidth Increments:**

<b>Cost Category</b>	<b>E-Rate Eligible Cost</b>	<b>E-Rate Ineligible Cost</b>	<b>Total Line Cost</b>
Cost for 20 Gbps per site per yr.	\$	\$	\$
Cost for 30 Gbps per site per yr.	\$	\$	\$
Cost for 40 Gbps per site per yr.	\$	\$	\$
Cost for 50 Gbps per site per yr.	\$	\$	\$

\*Please attach an itemized list of installation costs.

ALL PRICING MUST BE PRE-E-RATE DISCOUNT. **DO NOT** INCLUDE THE DISTRICT'S E-RATE DISCOUNT WITH COSTS SHOWN ABOVE.

**NON-COLLUSION AFFIDAVIT**

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

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

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

\_\_\_\_\_  
(Company Name/Contractor/Offeror)

the 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 bidding, 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 \_\_\_\_\_, 22 \_\_\_\_\_

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

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

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

## STATEMENT OF NO BID

If you are not responding to this service/commodity, please complete and return **only** this form to: Nogales Unified School District/Business Office or email it to Nidia White, Procurement & Purchasing Specialist at [erate@nUSD.k12.az.us](mailto:erate@nUSD.k12.az.us) or fax it to the attention of Procurement Specialist Fax # (520) 287-6618. (Please print or type, except signature)

Failure to respond may result in deletion of Offeror's name from the qualified Bidder's list for the Nogales Unified School District.

COMPANY NAME: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

We, the undersigned, have declined to respond to your RFP # 1920-01 for Security Alarm Monitoring Services and Equipment because of the following reasons:

Service

\_\_\_\_\_ We do not offer this service or the equivalent.

\_\_\_\_\_ Insufficient time to respond to this solicitation.

\_\_\_\_\_ Remove our name from this list only.

\_\_\_\_\_ Other. (Specify below)

REMARKS: \_\_\_\_\_

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

## DEVIATIONS AND EXCEPTIONS

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document.

Exceptions (mark one):

\_\_\_\_\_ No exceptions

\_\_\_\_\_ Exceptions taken (describe –attach additional pages if needed)

The Undersigned hereby acknowledges that there are ***no deviations/exceptions*** to this solicitation:

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Company Name/Firm

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Authorized Signature

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DATE

## CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM

Confidential/Proprietary Submittals (mark one):

\_\_\_\_\_ No confidential/proprietary materials have been included with this offer

\_\_\_\_\_ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure.

**Requests to deem the entire offer or price as confidential will not be considered.**

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Company Name/Firm

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Authorized Signature

# Nogales Unified School District # 1

## Reference Questionnaire

**NUSD RFP: 2223-05 Wide Area Network**

**School district references preferred.** Please provide this form to all your existing and past customers. It is highly recommended this form be completed by your existing/past customers. Additional reference documents will be accepted. The district is requesting four (4) references. More than four (4) can be submitted. If you are unable to get 4 reference forms completed, please submit any references completed.

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

WAN Service Information: Client/Customer Name: \_\_\_\_\_

Service Contract Period: Contract Start Date: \_\_\_\_\_ Contract End: \_\_\_\_\_

# of sites/buildings \_\_\_\_\_ # of students \_\_\_\_\_

1) Is the billing system with vendor satisfactory? If not, please tell me why.

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2) Has the WAN service with vendor been satisfactory? If not, please tell me why.

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3) Does the vendor offer 24/7 monitoring on their service and is the response time to attend issues reasonable? \_\_\_\_\_

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4) In a scale from 1 to 10, how reliable is their service? \_\_\_\_\_

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**Nogales Unified School District # 1**

**Reference Questionnaire – Page 2**

- 5) How many times a year, do you have issues with the vendor’s service and what are some of the issues that have occurred? (i.e. fiber cut, wet cable, faulty equipment etc.)

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- 6) Does the vendor have a management portal? Yes or No \_\_\_\_\_  
If so, what information can I get from it?

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How Interactive is the portal?

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- 7) Which customer-service functions are electronic (i.e., trouble ticketing, order entry, request for credits, etc.) only, which are electronic or in-person/over phone, and which are in-person/over phone only?\_ In-person

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- 8) Transition time to setup network compared to RFP specifications? \_\_\_\_\_

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- 9) Any problems/setbacks? \_\_\_\_\_

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**PLEASE RETURN THIS FORM VIA EMAIL to [ERATE@NUSD.K12.AZ.US](mailto:ERATE@NUSD.K12.AZ.US) by **January 12, 2023**  
**5pm Arizona Time****

**Please contact Nidia White at [erate@nUSD.k12.az.us](mailto:erate@nUSD.k12.az.us) regarding questions on this form.**

**VENDOR APPLICATION**  
(FORM MUST BE TYPED FOR LEGIBILITY)

**Nogales Unified School District No. 1**  
**Business Department**  
**310 W. Plum Street Nogales, Arizona 85621**  
**Phone :(520) 397-7933 / FAX (520) 287-6618**

New Application   
Update Application

**\*\*\* THIS FORM MUST INCLUDED IN YOUR PROPOSAL**

**Purchase Order Address:**

Business Name: \_\_\_\_\_ (name invoiced under)  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ PO Email: \_\_\_\_\_  
Vendor Representative Name/designated department): \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ FAX #: \_\_\_\_\_ Toll Free #: \_\_\_\_\_

**Remittance/Payment Address:**

Business Name: \_\_\_\_\_ (name invoiced under)  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Accounting Representative Name: \_\_\_\_\_ PO E-mail: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ FAX #: \_\_\_\_\_ Toll Free #: \_\_\_\_\_

**(Special Note: Form W-9 – Request for Taxpayer ID # and Certification - is required to add an individual or company/firm to our files.)**

**IDENTIFICATION:** Federal ID #: \_\_\_\_\_ Social Security Number (if individual) \_\_\_\_\_  
AZ Sales Tax ID: \_\_\_\_\_ Your City Sales Tax Rate: \_\_\_\_\_

**TYPE OF ORGANIZATION** (check one):  Individual  Partnership  Public Utility  Corporation  Non-Profit  Government Agency

**VENDOR CATEGORY** (check one):  Disadvantaged Business  Small Business  Woman Owned  Non-Small/Non-Disadvantaged

**TYPE OF BUSINESS** (check one):  Consultant  Broker  Construction  Service  Manufacturer  Retailer  Factory  
 Wholesaler  Surplus Dealer  Financial  Communication  Architect/Engineer  
 Other \_\_\_\_\_

**COMMODITY/ITEM OR SERVICE OFFERED** (please specify) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Invoice Terms: \_\_\_\_\_  
(your terms for receiving payment)

FOB Point: \_\_\_\_\_  
(Destination, Origin, other)

This form must have all information filled out completely. Tax numbers and the form W-9 are important for legal representation of lawful vendors. Only lawful vendors will be added to our computer system. **Be advised that your application will not be added without the W-9 form**

Please fill out information as it pertains to your type of business and return the forms via mail or fax or to the district office purchasing department at (fax) 520-287-6618. This form must be legible, especially when faxing.



### **VENDOR APPLICATION FORM INSTRUCTIONS**

Please type this form, if at all possible. Faxed copies are often difficult to read when hand written.

Vendor's name should be completely spelled out. No initials, if relevant.

Mailing address should be where purchase orders should be sent to. The vendor representative space can be listed as a department if no one individual is named.

Please provide toll free numbers if available.

Federal ID number is required. State ID and state tax rate is required for Arizona vendors. Social Security Number is required for sole proprietorships and individuals.

Please check one box in each of the following three sections (type of organization, vendor category, and type of business).

Please list a general category of commodities or services offered.

You are responsible to notify NUSD of any and all changes stated herein. Failure to do so may result in your company not receiving notifications/payments.

Bid applications: Failure to respond to two consecutive bids will result in your removal from our bid list. By definition, a "no bid" written on our bid documents and returned in properly sealed envelopes is considered a response.

NUSD's Bidders List is located on the AZ Purchasing Org website- <http://www.azpurchasing.org/>

All catalogs or product folders are kept on file in our reference library for two (2) years.

### **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: <http://www.azleg.gov/ArizonaRevisedStatutes.asp>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: [http://azsos.gov/public\\_services/Title\\_07/7-02.htm#Article\\_10](http://azsos.gov/public_services/Title_07/7-02.htm#Article_10).

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/iw9.pdf>.

## W9 FORM

Please download the latest W9 Form directly from the IRS Website:

<http://www.irs.gov/pub/irs-pdf/iw9.pdf>

**The I.R.S. W9 Form is to be completed/signed & dated and included in your proposal.**

## EDGAR CERTIFICATIONS FORM

The following certifications and provisions are required and apply when a Public Entity 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 Public Entity and awarded Vendor (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds:

### **(A) 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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### **(B). Termination for 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 Public Entity expends federal funds, Public Entity 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. Public Entity also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Public Entity believes, in its sole discretion that it is in the best interest of Public Entity to do so. Vendor will be compensated for work performed and accepted and goods accepted by Public Entity as of the termination date if the contract is terminated for convenience of Public Entity. Any award under this procurement process is not exclusive and Public Entity reserves the right to purchase goods and services from other vendors when it is in Public Entity’s best interest.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### **(C). 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 Public Entity expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### **(D). 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](http://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 Public Entity must report all suspected or reported violations to the Federal awarding agency.*

Pursuant to Federal Rule (D) above, when Public Entity 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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(E). 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 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 Public Entity 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 Public Entity resulting from this procurement process.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(F). 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.*

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(G) 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 Public Entity, Vendor certifies that during the term of an award for all contracts by Public Entity resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(H) 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 Public Entity, Vendor certifies that during the term of an award for all contracts by Public Entity 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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(I) 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 Public Entity, Vendor certifies that during the term and after the awarded term of an award for all contracts by Public Entity 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 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.
- (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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Public Entity 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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Public Entity 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).

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

It is the policy of Public Entity 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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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- **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

GPPCS 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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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- **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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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- **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS**

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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- **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.**

Vendor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_

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

Federal: Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326  
<https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7>

**CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER**

**SEALED PROPOSAL**

<b>Submitted by:</b>
Company Name:
Address:
Address:
City, State, Zip:

**NUSD RFP: 2223-05: WAN\_ Wide Area Network**

Due Date: **January 12, 2023 at 10:00 a.m. Arizona Standard Time**

**Nogales Unified School District # 1  
Attn: Business Department/Procurement  
Room # 310 (3<sup>rd</sup> Floor)  
310 W. Plum Street  
Nogales, AZ 85621**