

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
2200 Havasupai Boulevard, Lake Havasu City, AZ 86403
Tel: (928) 505-6936 Fax: (928) 505-6999
www.havasu.k12.az.us

REQUEST FOR COMPETITIVE-SEALED PROPOSALS
Video Surveillance Systems
RFP # 18-19-01

Proposal Due Date: October 15, 2018
Time: 2:00 p.m.
Location: LHUSD Office, 2200 Havasupai Blvd., Lake Havasu City, AZ 86403

In accordance with the LHUSD District Procurement Rules in the Arizona official compilation of Administrative Rules and Regulations promulgated by the State Board of Education pursuant to ARS §15-213, competitive sealed proposals for the services specified above will be received by the Lake Havasu Unified School District No. 1 until above-referenced date and time.

Proposals for the above-referenced project that are received by the correct date and time will be opened and the name of each Bidder will be publicly read. Proposals must be in the actual possession of the LHUSD district on or prior to the exact date and time indicated above. Late proposals will not be considered unless the proposal would have been received on time but for the action or inaction of LHUSD district personnel. The official clock for determining the time shall be that utilized by the District at the place proposals/proposals are received.

Proposals (one original and five copies) must be submitted in a sealed envelope or box to the attention of Michael Murray, Director of Business Services, Lake Havasu Unified School District, 2200 Havasupai Blvd., Lake Havasu City, AZ 86403. The RFP# and the Bidder's name, address, proposal due date and time must be clearly indicated on the envelope or box. All proposals must be completed in ink or typewritten. This request for RFP document is also available via the district web site www.lhusd.org

CONTACTS	
1. General Questions; Bidding Procedures	2. Specific Questions; Project
Business Services Department	Sean Baker
(928) 505-6936	(928) 505-6905
	Sean.baker@lhusd.org
	*No later than October 4, 2018

If additional questions are submitted and clarified, they will be posted as an amendment to this RFP on the district's website (www.lhusd.org) by October 5, 2018.

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Attachment A: Locations and Student Enrollment

Attachment B: Site Maps (available upon request)

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1. OBJECTIVE

The Lake Havasu Unified School District #1 (LHUSD) is requesting proposals for the design, installation, and maintenance of a unified indoor/outdoor IP based video surveillance system throughout all District sites. There are a total of nine (9) sites, including six elementary schools, one middle school, one high school, and the district office/bus barn complex. See Attachment A for a list of LHUSD sites.

Proposals must include:

- Cameras
- Mounting Hardware
- Cabling
- Recording/Storage Solution
- Video Management System
- Licensing
- Training and Support
- Warranty
- Maintenance Agreement

Locations:

- Interior common areas
- Exterior areas including doors, parking lots, playgrounds
- Athletic fields, courts

2. SCHEDULE OF EVENTS

The following is a tentative schedule of events that apply to this RFP and may change in accordance with LHUSD's needs or unforeseen circumstances.

Event	Date	Time
RFP Issued	September 19, 2018	
Discovery	September 20 - October 12	
Bidders Meeting	September 26, 2018	10:00 A.M.
Last Day for Clarifying Questions	October 4, 2018	
Proposals Due	October 15, 2018	2:00 P.M.
Demonstrations	October 22 - 26	
Award Notification	November 21, 2018	

Discovery

- Bidders shall visit each site and acquaint themselves with existing conditions in order to fully understand the scope of the work associated with this project.
- To request site maps (Attachment B) and to make an appointment for site visits, contact Monica Marks at 928-505-6909 or monica.marks@lhusd.org **between September 19-25, or after October 4.**
- No Bidder will be allowed on District property for the purpose of discovery without an appointment. Same day appointments may not be available; however, the District will work with Bidders provide an appointment that minimizes interruption to instruction and daily operations.
- Failure of any Bidder to request or examine documents, or to fully acquaint themselves with the sites and existing conditions, does not relieve the Bidder from any obligation with respect to omissions in their proposal.

Bidders Meeting

A Bidders meeting will be held on September 26, 2018, at 10:00 A.M. at 2200 Havasupai Blvd, Lake Havasu City, AZ, 86403 - Building C. Participants may call into the meeting at 928-505-6923. This will be your opportunity to ask clarifying questions.

3. MULTIPLE YEAR PURCHASE

In accordance with LHUSD Policy DJE, Bidding/Purchasing Procedures, the District may enter into contracts for a period of up to five (5) years if a contract will serve the District's best interest by encouraging competition or promoting economies in procurement.

Bidders are advised that LHUSD intends to complete the proposed project no later than July 30, 2020. Bidder agrees that the pricing contained in its proposal shall be valid through July 30, 2020. Although LHUSD intends to procure the equipment and services outlined in this RFP, all purchases are subject to the availability of funds.

4. SCOPE OF WORK

Network Requirements

- Secure remote access
- Prior to connecting cameras to the LHUSD network, Bidder will program the cameras with LHUSD provided IP address, subnet mask, gateway, user name and password
- Where necessary, proposals shall provide for network/port expansion
 - Proposed equipment must be PoE and compatible with existing Cisco environment
- If an IDF is needed:
 - terminate data cabling into patch panel on the IDF end
 - label the patch panel port with the device number from the prints
 - provide an appropriate length of Cat6 patch cable to connect to LHUSD NVR/switch.
 - Patch cables shall be blue factory certified snag less with molded ends.
 - LHUSD will inform the Bidder of the switch port(s) to use
- Ensure that the testing device is set to the correct cable type. Errors in this selection will result in the Bidder retesting without cost to LHUSD.
- Patch cables shall be installed around or on the side of any other equipment in the rack. Use Velcro for cable management. Wire ties or tape will not be accepted. No cabling should be vertically passing over other racked equipment.
- Test cabling and provide electronic versions of all test results.

Camera Installation Requirements

Proposals shall include a map of proposed camera locations, including camera model and coverage range.

Prior to camera installation, Bidder shall verify with LHUSD the exact camera installation locations. It may become necessary for the Bidder to provide a camera and display the view to show LHUSD the field of view prior to final installation. Once installed, the Bidder, shall coordinate with LHUSD to view each cameras' live-recorded view. Bidder shall adjust camera accordingly for an acceptable view.

Cameras shall be flush mounted when possible. When flush mounting is not possible, the camera should be surface mounted. In some cases, a specific mount may be necessary to capture the best possible view. All mounts will be provided by the Bidder and should be included in their proposal.

If exterior fixed cameras are mounted off the roof, a candy cane parapet mount shall be used. Cameras shall be serviceable from the roof without a lift. A fabrication company shall be used if a parapet mount is needed.

Minimum Camera Specifications

All outdoor cameras should be vandal proof and anti-vibration compliant. All indoor and outdoor cameras should have the following minimum specifications:

- IP Cameras
- Full High Definition (FHD); minimum 1080p resolution with 4k in select locations, and/or multi-mode functionality
- Minimum 4-megapixel
- Minimum 30 frames per second (FPS)
- Power Over Ethernet (PoE)
- Verifocal lens; motorized auto focus with zone detection
- Remote focus
- Pan, Tilt, Optical Zoom (PTZ) capability, where applicable
- Day/night capabilities with infrared illumination for night visibility
- View DR (120dB) for areas that have lighting differences
- Audio recording
- IP66 rating to protect against dust and environmental elements
- IK10 rating for vandal resistant housing
- Defocus detection
- Tamper detection

Video Management System

The proposed solution should describe the administration/management interface that will be used. Preference will be given to RFPs that demonstrate systems that are easy to use, that have the option to integrate with Active Directory, have an HTML client, have the ability to record on alarm, support video aging, and have the option to search by thumbnails. Additionally, the system must be able to do the following:

- Rack mount hardware with options for centralized and site-based systems
- Disaster recovery offsite back-ups; 6 months for all sites
- Minimum RAID 5 capable with hotswap drives
- Provide multiple levels of secure online remote access (computer, smartphone)
- Ability to view live video and review historical video with pricing options for 30 and 60 days
- Stored video must be capable of being recalled/played back at the initial capture resolution and FPS
- Provide alerts of critical system events, hardware, software failures

Uninterruptible Power Supply (UPS)

Proposals must include pricing for uninterruptible power supplies (UPS) for each Video Management System/storage device that is rated for 60 minutes of runtime with a 110-watt load. The UPS needs to conform to the following specifications:

- Minimum 1500VA
- LCD Interface
- Rack mount capable
- UPS network management card

System Training

Proposals must include a minimum of eight (8) hours of onsite training upon completion of the initial site installation. If separately priced, training costs shall be itemized.

Warranty

Proposals shall include a minimum of one (1) year warranty on all parts and labor. The warranty shall begin when all cameras and equipment are fully installed and LHUSD has accepted that the work is complete. If any equipment fails, and replacement part(s) are not onsite or locally available, Bidder shall purchase the replacement equipment and have it shipped with expedited overnight delivery at the Bidder's expense. If necessary, Bidder shall make arrangements to replace the equipment on the day it arrives at LHUSD. Options to extended warranties will be provided in the proposal.

Support and Maintenance

Proposals must include pricing for 3 years of initial support to include:

- Remote and on-site support
- Monitoring and reporting of critical systems failure
- Software patches and updates

Proposals must include a detailed description and pricing for extended support and maintenance options, including the average response time for a support request, as follows:

- 3 years, 5 years, 10 years

Licensing

Proposals must include pricing for all software licenses that are necessary for the proposed system. Initial and ongoing costs shall be itemized with options for:

- 3 years, 5 years, 10 years

Cabling

Cabling shall confirm to the following requirements:

- New Cat6 RED plenum cabling shall be used for network connectivity
- Provide pricing options for redundant cabling to all newly installed cameras
- Provide and install Cat6 cable runs not to exceed 300ft as the standard
- Provide extra length of 7ft of cable at each camera location (for future use, camera relocation, etc.). Extra lengths should be split up evenly on both ends of the run; 3.5ft and 3.5ft

- Continuous routes from camera location to the final point of termination. No mid-run cable splices will be permitted
- Provide and install a patch panel for termination at the MDF
- Exterior cable runs shall be in EMT conduit with weatherproof fittings. PVC piping will not be permitted.
- Isolation from power, radio frequency (RF), electromagnetic interference (EMI), telephone, etc., to prevent interference and signal contamination
- All cables will be tested and certified to the latest ANSI TIA/EIA standards with level IV test equipment.

Outdoor Video Surveillance Cameras Category 6 PoE Surge Protection

Provide and install CAT6-PoE Category 6 surge protector for each outdoor camera location.

Fiber Optic Cabling and Connectivity

If an IDF is needed:

- Provide new four strand multimode tight buffered 50m 850/1300 plenum OM3 fiber optic cabling for network connectivity between NVS distribution and the main NVS core switch.
- Provide a rack mount fiber panel for all fiber terminations

Labeling & Testing

All cables shall be properly labeled and certified with test results provided electronically to LHUSD with final project documentation. Copper patch panels shall be labeled with the device number as indicated on the as-built documents. There shall be no splices or terminations between the patch panel and the end device.

Additional Project Deliverables

- Project close out package to include network diagram of all TCP/IP devices, including single line diagram depicting network switch connection
- Network port assignment
- Physical location map of cameras, cabling, and equipment
- Electronic As-Built diagram for entire camera system
- Warranty letter including the following information:
 - Warranty start and end dates
 - Covered services
 - Bidder's service department contact information

5. INSTRUCTIONS TO BIDDERS

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The District reserves the right to reject proposals due to non-compliance with the

specifications and conditions defined in this document. Bidders are strongly encouraged to carefully read this document in its entirety.

6. PROPOSAL CONTENT AND FORMAT

In addition to providing a proposal, Bidders shall provide a summary of their proposal, broken down by site, to include pricing for each product and service.

7. PROPOSAL REPLY FORM AND CONTRACT

Bidder will ensure that their authorized personnel have signed the PROPOSAL REPLY FORM AND CONTRACT included in this document. Failure to do so will result in rejection of proposal and LHUSD shall not be responsible for the Bidder's omission. If you choose to "no proposal" this project, please note this with a reason on the PROPOSAL REPLY FORM and return ONLY this page.

8. TERMS AND CONDITIONS

Assignment

It is mutually understood and agreed that the successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his right, title or interest therein, or his power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of the LHUSD.

Brand Names

Brand names, trade names, model numbers, and/or catalog numbers (if used) are intended to indicate the character, quality and/or performance equivalence of the commodity requested. The use of the name of a manufacturer, brand, make or catalog number does not restrict the Bidder from proposing suitable alternates. LHUSD reserves the right to decide whether the alternates to the identified manufacturer and brand are, in fact, equal to the equipment described in the RFP and compatible with existing LHUSD network infrastructure. LHUSD will be the sole judge on the question of equality and compatibility, and LHUSD's decision shall be final.

Cancellation

Cancellation for convenience. LHUSD reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when LHUSD determines that action to be in its best interest. The Bidder 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 Bidder deficiency. LHUSD reserves the right to cancel the whole of any part of this contract due to failure by the Bidder to carry out any obligation, term or condition of the contract. LHUSD may issue a written deficiency notice to the Bidder for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract
- Failure to adequately perform the services as defined in this document
- Failure to complete the required work or furnish required materials

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- Failure to make progress in performance of the contract and/or giving LHUSD reason to believe that the Bidder will not or cannot perform the requirements of the contract

Upon receipt of a written deficiency notice, the Bidder shall have ten (10) calendar days to provide a satisfactory response to LHUSD. 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 Bidder under the contract shall become property of the LHUSD.

Bidder cancellation. The Bidder may cancel this contract upon thirty (30) calendar days written notice to LHUSD prior to intended termination date. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by LHUSD.

Continuation of performance. The Bidder 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.

Certification

By signature on the OFFER AND CONTACT AWARD page of this RFP, Bidder certifies:

- The submission of the proposal did not involve collusion or other anti-competitive practices
- The Bidder shall not discriminate against any employee, or applicant for employment in violation of federal and state laws
- If awarded a contract, the Bidder 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)
- The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a public or LHUSD servant in connection with the submitted proposal or any other solicitation by LHUSD

Change Orders

Bidders are afforded every opportunity to make inquiries and clarifications during the discovery period. Therefore, change orders will not be permitted in the event the Bidder omits any piece of equipment or labor necessary to provide a turnkey system as represented in this document. Failure of any Bidder to receive or examine documents, or to acquaint themselves with the sites and existing conditions, does not relieve the Bidder from any obligation with respect to omissions in their proposal, and they will be responsible to provide omitted items or labor at no additional cost to LHUSD. In the event the LHUSD changes the scope of work after the award of the contract, change orders will be permitted, as approved by LHUSD.

Clarifications

As used in this solicitation, clarification means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in

the proposal. Clarifications are achieved by explanation or substantiation as initiated by the Bidder. Unlike discussion, clarification does not give the Bidder an opportunity to revise or modify a proposal, except for correction of apparent clerical mistakes.

Confidential Information

If a Bidder believes that any or part of its proposal should be withheld from public inspection due to trade secrets or proprietary information, a statement advising LHUSD of this fact shall accompany the Bidders response and the information shall be so identified wherever it appears.

Construction Safety

Construction work on LHUSD 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. Construction on LHUSD buildings shall be in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. The condition of the site before start up will be agreed upon between the LHUSD and the Bidder. The Bidder shall assume full responsibility for the protection and safekeeping of any products stored on the premises. All construction work is subject to inspection by LHUSD personnel, proper authorities and inspectors.

Contracts

A response to this solicitation is an offer to contract with LHUSD 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 LHUSD accepts it. A contract is formed when a LHUSD official signs the award document, eliminating the need for a formal signing of a separate contract. This contract is issued under the authority of the LHUSD 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 or materials, revision of payment terms, or substitution of work or materials, which are directed by an unauthorized individual or employee, or made unilaterally by the Bidder, are violations of the contract and applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and the Bidder 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 LHUSD 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 (RFP), the awarded proposal, and properly submitting a proposal requires that the LHUSD assign as additional contract. A copy of the proposed Bidder contract must be included with the proposal. LHUSD will review proposed Bidder contract documents. A Bidder's contract document shall not become part of LHUSD's contract with the Bidder unless and until an authorized representative of LHUSD signs it.

Coordination of Work

The Bidder and LHUSD shall coordinate activities so as to avoid conflicts. The Bidder will make every reasonable effort not to interrupt LHUSD's scheduled activities when completing contracted work. The Bidder will notify LHUSD of any construction work that may negatively impact LHUSD's scheduled activities due to noise or other possible

interruptions. The Bidder shall not interrupt the work of any other Bidder on the project site.

Delivery

Bidder shall deliver conforming materials in each installment and may not substitute nonconforming materials. LHUSD reserves the right to declare a breach of contract if the Bidder delivers nonconforming materials to LHUSD under this contract. Default in one installment will constitute a total breach. Successful Bidder agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Bidder agrees to arrange for return shipment of damaged goods.

Delivery and installation timing will be scheduled upon receipt of the purchase order. LHUSD reserves the right to require certain equipment be delivered ten (10) business days prior to scheduled installation in order to be received into the LHUSD fixed asset system and tagged appropriately. Exceptions should be listed by the Bidder's proposal.

Discussion with Bidders

Discussions with selected Bidders may be held as part of the proposal evaluation process for this RFP. Bidders invited for discussions may be given the opportunity to submit a "best and final offer" and may be asked to provide an on-site demonstration of their product for LHUSD staff. Bidders shall not continue to promote products to District staff after proposals are accepted and before award by the LHUSD Governing Board.

Documentation

Bidder shall deliver all project documentation to LHUSD within fourteen (14) calendar days of the completion of each site. Documentation shall consist of as-built drawings, configurations of all equipment, passing testing results for all cabling and equipment, physical and logical maps of all installed cabling, cameras, and equipment, copies of all manufacturer supplied documentation, and copies of manufacturer and Bidder supplied warranties for all equipment.

Equipment Removal

Costs associated with removal of existing equipment and installation of new equipment should be listed as a separate line item in the Bidder's proposal. Removed cameras and recording equipment shall be returned to the District Office Technology Department, c/o Sean Baker, at 2200 Havasupai Blvd., Lake Havasu City, AZ 86405.

- To the extent that existing cameras meet required specifications, Bidder shall incorporate them into their design and proposal.

Evaluation

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

LHUSD shall be the sole judge in determining the quality of the proposed products, materials, and services, and their decision shall be final. Complete evaluation

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information will be kept on file in the Business Services Department and is available for public inspection by appointment after the award has been made by the LHUSD Governing Board.

Evaluation of proposals will be based on the following criteria:

- Price: While cost is a significant factor in considering the placement of the award, it is not the only factor we take into consideration. Therefore, the award will not be based solely on price.
- Experience: Demonstrated experience and competence performing services substantially similar in scope, size, and application to those defined in this RFP. Bidder shall provide evidence of at least five (5) years of relative experience with the installation, provision, and maintenance of the proposed solution.
- References: LHUSD will fully investigate the qualifications of Bidders based on references supplied and publicly available information. A minimum of five (5) client references from completed projects will be provided in the Bidder's proposal.
- RFP Compliance: The ability of Bidder to present a quality response to this RFP including all required information at time of proposal submittal.
- Availability: Bidders shall have the ability to complete all projects within the specified timeframe.

Extensions

Execution of this section by both parties will extend the awarded contract until: _____.

Bidder Signature: _____ LHUSD Signature: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

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 this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault of 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 shears; 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 this agreement. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant of 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

Bidder shall indemnify, defend and save harmless LHUSD, 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 LHUSD on account of loss or damage to any property or for injuries to or death of an person, caused by, arising out of, of contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Bidder, its employees, agents, representative, or sub-contractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims of employees of Bidder and/or its sub-contractors or claims under similar such laws or obligations. Bidder's obligations under this section shall not extend to any liability caused by the sole negligence of LHUSD, 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 Bidder, in consultation with the LHUSD, will develop a schedule that clearly indicates construction milestones, time periods and deadlines. The Bidder 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 Bidder make adjustments to or alter in any manner the LHUSD's existing facilities without prior approval from the LHUSD's authorized representative.

Inquiries

Any question related to this solicitation shall be directed to the contacts listed on Page 1 of this document. If time permits, all inquiries should be made in writing. LHUSD may require any and all questions to be submitted in writing. 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 work under an awarded contract, the Bidder 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 LHUSD as the certificate holder and an additional insured. Prior to commencing any work, any sub-contractor 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 Bidder. Said insurance shall name the prime Bidder and LHUSD as additional insured's. All sub-contractors will provide worker's compensation insurance, which waives all subrogation rights against the prime Bidder and LHUSD. The successful Bidder shall also procure and maintain during the life of this contract, worker's compensation insurance for all of the Bidder's employees engaged in work under this contract. All worker's compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

Labor Requirements

Bidder agrees to fully comply with all local, State, tribal and Federal labor guidelines, including, but not limited to: Contract Work Hours and Safety Standards Act, Davis-Bacon Act, Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375.

Licenses

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

Offer Acceptance Period/Withdrawal

Late proposals will be returned unopened within ten (10) days of request from Bidder. In order to allow LHUSD the opportunity to evaluate all proposals, LHUSD 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 Bidder may withdraw their proposal. After the opening time and date, proposals may not be withdrawn.

Miscellaneous

- Throughout this document, there may be names of major businesses and their products. The names that appear with the trademark and 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.
- Any proposal that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation may be considered nonresponsive.
- If the original Bidder 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 this contract. LHUSD reserves the right to accept or reject

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any new party. A simple change of name agreement will not change the contractual obligations of the Bidder.

- In case of error in extension of prices in the proposal, unit prices shall govern.
- Periods of time, stated as a number of days, shall be calendar days, not business days unless otherwise specifically noted.
- Bidder(s) awarded a contract resulting from this RFP is/are independent contractor(s). Neither party to this 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 Bidder from reasonable services required to ensure successful performance under this contract.

Payment

All invoices shall list/reference the applicable LHUSD purchase order numbers. Late fees are not permitted. All transactions are payable in U.S. currency only. LHUSD will not process an invoice that does not 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 Bidder. Any excess payment must be returned to LHUSD within thirty (30) days.

LHUSD will make progress payments on purchased goods or services under the following conditions:

- LHUSD and Bidder agree to the terms of the progress payments prior to issuing a purchase order.
- the purchase order describes the amounts to be paid and the date of payment.
- payments will only be made when actual goods and/or services are verified/received.

Preparation of Proposal and Proposal Format

A proposal may be amended up to the time of opening by submitting a sealed letter to the place indicated on Page 1 of this document. The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information is to be presented in the order requested. Telegraphic, electronic email/mail or faxed proposals will not be considered. It is the responsibility of all Bidders 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 Bidder'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 LHUSD on or prior to the exact date and time set for proposal opening.

One (1) original proposal and five (5) copies shall be submitted on the forms and in the format contained in the solicitation. The proposal and copies shall contain all descriptive literature, specifications, samples, etc. The proposal and copies shall 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 and 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. Failure to sign or date the proposal and contract offer and award document, or to make other notations as indicated, may result in rejection of the proposal.

LHUSD will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

By responding to this proposal, Bidder acknowledges agreement with all terms and conditions in the proposal documents. Should the Bidder 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 LHUSD, and LHUSD's decision shall be final.

Pricing Options

Bidder warrants all pricing is valid in whole or in part as reflected in their proposal. In the event LHUSD decides to separate line items within the categories listed in the proposal, the Bidder will be required to separate Project Management, Installation, Configuration, Travel, Lodging, Per Diem, pricing to reflect the actual pricing for the services listed associated with the chosen equipment.

Product Lines, Discontinued

All proposals shall be for equipment, supplies, commodities and software in current production and marketed to the general public and education/governmental agencies at the time the proposal is submitted. In the event that a product or model is discontinued by the manufacturer, the Bidder may substitute a new product or model if the replacement product meets or exceeds the performance of the discontinued model and if the pricing remains the same as the discontinued model.

Project Completion

Upon completion of the work, the Bidder shall present LHUSD with all documents necessary to close out the project. Maintenance manuals, drawings, warranties on installed equipment, etc. shall be given to the LHUSD. Even if the final payments are made, if the LHUSD discovers an unfinished job that should have been completed, the Bidder will complete the work in a timely fashion at no additional cost.

Protests

A protest must be in writing and must be filed with the Superintendent of LHUSD. A protest of this solicitation must be filed before the solicitation due date and time. A protest must be filed within ten (10) days after the protester knows or should have known the basis of the protest.

A protest must include:

- The name, address and telephone number of the protester
- The original signature of the protester or its representative

- Identification of the solicitation by contract number
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents
- The form of relief requested

Purchase Orders

All commitments to Bidders must be made by an approved Purchase Order ONLY prior to beginning of service. Verbal commitments by LHUSD employees, sponsors, advisors or student members of student organizations in the name of an organization or LHUSD are not permitted without a Purchase Order number. Bidders who honor commitments other than an approved Purchase Order are doing so at their own risk.

Qualifications

It is important to LHUSD that Bidders and their sub-contractors installing and working on LHUSD systems and infrastructure are well qualified and certified to ensure that quality and stability are maintained. Please note, all claims of certification will be verified by LHUSD.

Red Light Rule

Any Bidder, or the sub-contractor of any Bidder, 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 Bidder, or the sub-contractors of any Bidder, 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 LHUSD will provide the Bidder ten (10) days written warning of its intention to cancel the contract under this clause.

References

Bidders shall furnish the names, addresses and telephone numbers of no less than five (5) districts, schools, or similar organizations for which the Bidder has provided substantially similar services. LHUSD will fully investigate the qualifications of all Bidders based on the references supplied and publicly available information. Bidders are encouraged to supply detailed evidence of experience on projects similar in nature and/or magnitude. If Bidder or its agents, possess relevant industry-specific certifications, this information should also be included in the proposal.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give 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 demanding party may treat this failure as an anticipatory repudiation of the contract.

Safety Standards

All items supplied on this 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.

Shipping

Bidder agrees that shipping errors will be at the expense of the Bidder. All risk of transportation and all related charges shall be the responsibility of the Bidder. All claims for visible or concealed damage shall be filed by the Bidder. LHUSD will notify the Bidder and/or freight company promptly of any damaged goods and shall assist the freight company/Bidder 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 LHUSD until it actually received the material or service at the point of delivery, unless otherwise provided in this document.

Site Requirements

Bidder shall clean up and remove all debris and rubbish resulting from his work as required or directed by LHUSD. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition. No Bidder shall begin a project for which the site is not prepared by the LHUSD, unless the Bidder decides to do the preparation work at no cost. Site preparation includes things like moving furniture, installing wiring for power, and similar pre-installation requirements. Bidders 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. They 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. Bidders shall offer equipment, supplies, and/or services that they believe come closest to meeting these specifications. If the Bidder 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 Bidder to satisfy a requirement for a product, material, process, or service. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any Bidder who believes a specification is unnecessarily restrictive, and submits a proposal, must indicate such in its initial response.

State Replacement Contract

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

Sub-Contracting

The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Director of Business Services. No such approval will be construed as

making the District a party of or to such contract, or subjecting to the District to liability of any kind to any sub-contractor. No sub-contract, shall, under any circumstances, relieve the Bidder of his liability and obligation under this contract; and despite any such subletting, the District shall deal through the Bidder. Sub-contractor will be dealt with as workmen and representatives of the Bidder.

Suspension or Debarment

If, within the past five (5) years, any firm, business, person, or Bidder submitting a proposal has been debarred, suspended or otherwise lawfully precluded from practicing in any public procurement activity with any federal, state or local government, including the SLD, the Bidder 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 any contract. By signing the proposal section, the Bidder certifies that not current suspension or debarment exists.

Taxes

LHUSD will collect and send payment for all taxes listed on the invoice. It is the Bidder's responsibility to forward all taxes to the proper revenue office. Prices proposal shall include applicable state and local taxes.

Warranty/Quality Guarantee

Bidder's representations and warranties should be clearly defined in their proposal. All representations and warranties made by the Bidder under this contract shall survive the expiration or termination of the contract. The Bidder warrants that any material supplied under this contract shall fully conform to all requirements of the contract and representations of the Bidder, and shall be fit for all purposes and uses required by the contract. Bidder warrants that all equipment, software, and service delivered under this contract shall conform to the specifications of this contract. All equipment should carry a minimum 12-month manufacturer's warranty that includes parts and labor. The manufacturer has the primary responsibility to honor a manufacturer's warranty. A distributor or dealer agrees to assist the purchaser reach resolution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the LHUSD.

Work Hours and Conditions

Bidder shall coordinate installation of equipment with consideration for minimal disruption of instructional programs and business operations. When working on campus during LHUSD business hours, Bidders shall check in at the front office, display proper identification, and refrain from interacting with students.

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
2200 Havasupai Boulevard, Lake Havasu City, AZ 86403
Tel: (928) 505-6936 Fax: (928) 505-6999
www.havasu.k12.az.us

PROPOSAL REPLY FORM AND CONTRACT

The undersigned agrees, if the Proposal is awarded within ninety (90) calendar days after date of opening, to furnish the services and equipment specified in strict accordance with the Request for Proposal and at the prices set forth herein. The parties are notified that this Agreement is subject to cancellation pursuant to A.R.S. 38-511.

Name of Firm:	Address:
Phone:	City/State:
Fax:	Federal ID #:

I certify that this proposal did not involve collusion or other anti-competitive practices.

Signature of Person Authorized to Sign Proposal

Date

Print Name of Authorized Signature

Print Title

We choose to not submit a proposal. We understand that failure to respond may result in the removal of our company's name from the Bidder's list under commodities as shown on this proposal.

Award of Proposal and Execution of Contract (Governing Board Use Only)

Your offer is hereby accepted. You are now bound to provide the services listed in the submitted proposal for the prices and terms set forth in the contract documents consisting of the Request for Proposal, Terms and Conditions, Instructions to Proposers and Addenda contained in said Proposal RFP.

After contract award, the proposals shall be open for public inspection except to the extent the Bidder designates, and the District concurs, that trade secrets or other proprietary data remain confidential. If the Bidder designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portion(s) at the time of submission. Written notice of the contract award may be made to all firms/persons submitting proposals.

You are cautioned not to commence any invoiced services under this contract until you receive an executed Purchase Order. Awarded this _____ day of _____, 2018

Lake Havasu Unified LHUSD District #1

By: _____

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
2200 Havasupai Boulevard, Lake Havasu City, AZ 86403
Tel: (928) 505-6936 Fax: (928) 505-6999
www.havasu.k12.az.us

ATTACHMENT A

Locations and Student Enrollment

Site	Address	Students
Havasupai Elementary	880 Cashmere Drive	363
Jamaica Elementary	3437 Jamaica Blvd. S.	512
Nautilus Elementary	1425 Patrician Drive	417
Oro Grande Elementary	1250 Pawnee Drive	330
Smoketree Elementary + PS	2395 Smoketree Avenue N.	500
Starline Elementary	3150 Starline Drive	641
Thunderbolt Middle School	695 Thunderbolt Avenue	846
Lake Havasu High School	2675 Palo Verde Blvd., S.	1793
District Office	2200 Havasupai Blvd.	N/A

ATTACHMENT B

Site Maps

Available upon request by emailing monica.marks@lhusd.org.

END