

Shonto Preparatory Schools

VERIFICATION OF RECEIPT OF SOLICITATION

ERATE-FY2019IA001

Internet Access / ISP Services

Complete and **return this page immediately** to verify receipt of
Solicitation

(Please print or type)

Company

Name _____

Company

Representative _____

Telephone _____

E-mail

Address _____

FAX IMMEDIATELY TO: 928-672-3501

OR

E-MAIL TO: dbegay@shontoprep.org

VENDORS CHECK LIST

RETURN ONLY THE ITEMS BELOW IN YOUR BID PACKAGE

_____ OFFER SHEET

_____ Non Collusion Affidavit

_____ References

_____ Excel Price Sheet _____ Addendums, if applicable

_____ Other information as requested in the solicitation

Solicitations shall be submitted as follows:

_____ Sealed package

_____ Bid/RFP # on outside of package

_____ Vendor's name on outside of package

Hard Copy Delivered to:

Shonto Preparatory School

PO Box 7900

Shonto, AZ 86054

Dedra Begay

Electronic Copy Email to: dbegay@shontoprep.org

VENDOR IS RESPONSIBLE TO VERIFY ANY ADDENDUMS THAT MAY HAVE BEEN ISSUED PRIOR TO THE BID OPENING.

Shonto Preparatory School

Purchasing Department
P.O. Box 7900
Shonto, AZ 86054

NOTICE OF REQUEST FOR PROPOSAL

PROPOSAL #: ERATE-FY2019IA001

DATE: 2/5/2019

DUE DATE: 3/15/2019 5:00:00 PM

In accordance with the School District Procurement Rules, competitive sealed proposals for the equipment, materials, services, or construction specified will be received by the District Purchasing Office at the specified location until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.

Instructions for preparing the proposal are provided. Proposals that do not conform to these instructions, or any proposal that is generic in nature or otherwise does not meet the requirements / specifications, may be considered nonresponsive and may be disqualified. The submission of a proposal will indicate that the offeror understands the requirements and specifications and that he can supply the materials, services or construction and meet the required delivery time line as specified.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

For questions contact: Dedra Begay, dbegay@shontoprep.org, 928-672-3010

MAIL and E-MAIL ALL RFP RESPONSES TO THE ADDRESS AT THE TOP OF THE PAGE.

RFP RESPONSE MUST BE MARKED WITH THE RFP NUMBER

INSTRUCTIONS TO BIDDERS

1. DEFINITION OF TERMS USED IN THESE INSTRUCTIONS

As used in these instructions, the following terms have the following meaning.

A. "Attachments" means all items required of the Offeror as a part of the Offer.

B. "Days" means calendar days unless otherwise specified.

C. "Exhibits" means all items attached as a part of the Solicitation.

D. "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.

E. "Offer" means bid, proposal or quotation.

F. "Offeror" means a vendor who responds to a Solicitation.

G. "Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

H. "Solicitation" means an invitation for bids ("IFB"), a request for proposals ("RFP"), or a request for quotations ("RFQ").

I. "Subcontract" means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party for performance of any work, for the making or furnishing of any material or any service required for the performance of the Contract.

J. "District" means the SCHOOL / DISTRICT NAMEDISTRICT.

K. "Contract" means the combination of the Solicitation, including the Special Instructions to Offerors, the Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any best and final Offers; any agreement entered into pursuant to the Solicitation, and any amendments to the Solicitation or the Contract; and any terms applied by law.

L. "Contractor" means any person who has a Contract with the District.

2. PREPARATION OF BID:

A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitations shall be legible and contain the same information requested on the forms. A facsimile, telegraphic or mailgram Offer shall be rejected.

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

C. Offer, Acceptance and Non-Collusion Affidavit. The Offer, Acceptance and Non-Collusion Affidavit within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit a signature with the Offer or a nonnotarized Non-Collusion Affidavit may result in rejection of the Offer.

D. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

E. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be a grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.

F. Exceptions to Terms and Conditions.

1. Invitations for Bid: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

2. Requests for Proposal: An Offer that takes exception to a requirement of any part of the Solicitation shall clearly identify the specific paragraph(s) where the exception(s) occurs. All exceptions that are contained in the Offer may negatively affect the District's proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

3. Subcontracts. Offeror shall clearly identify any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3. PRE-OFFER CONFERENCE.

If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location appear on the Solicitation's cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation amendment.

4. INQUIRES.

A. Solicitation Contact Person. Any inquiry related to a Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation

to any other District employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

B. Submission of Inquires. The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing or via email. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.

C. Timeliness. Any inquiry shall be submitted as soon as possible, and if time permits, at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.

D. No Right to Rely on Verbal Responses. Any inquiry that raises material issues and results in changes to the Solicitation shall be answered solely through a written Solicitation amendment. An Offeror may not rely on verbal responses to inquiries.

E. Solicitation Amendments. The Solicitation shall only be modified by written amendment, signed by the Procurement Officer.

F. Standards. Any requests for or inquiries regarding standards referenced in the Solicitation shall be referred to the Solicitation contact person.

5. SUBMISSION OF OFFER

A. Sealed Envelope or Package. Proposals must be sealed and may be presented in person or mailed (no faxed copy will be accepted) at the address listed in this solicitation. Offers must be marked on the outside of the envelope with the RFP Number and title and the submitting company's name. **The District is not responsible for the pre-opening of, post-opening of, or failure to open a solicitation not properly addressed or identified.**

B. Amendments. Each Solicitation amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation amendment may result in rejection of the Offer.

C. Late Offers. Proposals received after the stated opening time will not be considered and will be returned to the offeror. The offeror assumes the risk of delay in the mail or in the handling of the mail. Whether sent by mail or by means of personal delivery, the offeror assumes the responsibility for having his proposal deposited on time at the place specified.

D. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

E. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the District. If an Offeror believes that information in its Offer

should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The District shall make a determination pursuant to the School District Procurement Code.

6. OFFER ACCEPTANCE PERIOD.

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for a minimum of ninety (120) days from the Offer due date that is stated in the Solicitation.

20. TERMINATION FOR DEFAULT

A. The School / District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall mail written notice of the termination and the reasons for it to the Contractor by certified mail, return receipt requested.

B. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the District.

C. The School / District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the District for any excess costs incurred by the District procuring the materials or services.

7. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The District will make reasonable efforts to secure such funds.

8. CONTRACT CLAIMS

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15, R7-2-1155 through R7-2-1159, as may be amended.

9. FORCE MAJEURE

A. Except for payment 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 or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockout, injunctions-intervention acts or failures or refusal 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 Contract.

Force majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with the Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

B. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours after commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed Certified-Return Receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract modification for a period of time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

SPECIAL TERMS & CONDITIONS

1. **PROPOSAL OPENING:** Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly, and recorded. All other information contained in proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. Prices will not be read. Proposals will not be subject to public inspection until after contract award.

2. PRICING:

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

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

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

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

3. **CONTRACT:** This contract shall be effective from July 1, 2019 through June 30, 2020. If the service acceptance date is after July 1, the contract term may be reduced to expire with the end of the fiscal year at the discretion of the District. The Parties agree that this contract may be renewed at the initiative and option of the District for up to four (4) additional years in increments of one year or less, not to exceed a total of 5 years.

4. **CANCELLATION:** The SCHOOL / DISTRICT reserves the right to cancel the whole or any part of this contract without cause. The District will issue a written ten (30) day notice of such cancellation.

5. **EVALUATION:** In accordance with the School District Procurement Rules, Competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the District taking into consideration the evaluation factors set forth in the Request for Proposals. Sales tax will not be included in the competitive evaluation of the quote.

Evaluation criteria shall include:

A. Price of Eligible Services. (30 points)

B. Provides Examples of Prior Projects Demonstrating Knowledge and Experience in Navajo Tribal Land Right of Way Laws and Agreements (25 points)

C. Provide Prior Project Experience working with Navajo Tribal and/or Bureau of Indian Education Schools. (20 points)

D. Local vendor representation. (15 points)

E. Price of ineligible services, products, fees. (10 points)

6. **DISCUSSIONS:** Discussions may or may not, at the sole discretion of the District, be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements. If discussions occur pursuant to provisions of this paragraph, the District shall issue a request for best and final offers pursuant to Rule R7-2-1048 of the Arizona School District Procurement Rules.

7. **CONFIDENTIAL INFORMATION:** All proposals will be made available for public inspection after the award has been made; except to the extent that, pursuant to the provisions of the Arizona School District Procurement Rules, A.A.C. Rules R7-2-1001, et seq., the Offeror has designated certain

information to remain confidential and the District concurs that that information should remain confidential. If an Offeror believes that data in its proposal contains trade secrets or other proprietary information, and should remain confidential and not be disclosed, a statement advising the District of this fact shall accompany the respective document or documents, and such information shall be specifically identified wherever it appears. PROPOSALS SUBMITTED REQUESTING THAT THE ENTIRE PROPOSAL BE HELD CONFIDENTIAL SHALL BE REJECTED AS NONRESPONSIVE. The District shall not be responsible for disclosure of any confidential material that is not clearly marked as such.

8. **MULTIPLE AWARD:** Multiple vendors may be selected.

9. **QUESTIONS:** All questions must be submitted to the district contact.

10. **VENDOR REGISTRATION:** Prior to award of contract, the successful offeror shall have a completed Bidder Registration Form on file with the Purchasing Department.

11. **PROPOSAL FORMAT:** Submit one (1) copy of the proposal marked "Original" and an identical copy of the proposal on electronic media; either standard USB flash drive or CD/DVD. Cost incurred in preparation of the submittal or incurred in any manner in response to the document may not be charged to the SCHOOL / DISTRICT. Submitted proposals must clearly and prominently identify the Offeror's Erate SPIN. Offers shall be tabbed with the following sections in the following order:

A. Introductory letter

B. Table of content

C. Firm's experience and qualifications in providing the requested services. Provide Examples, if any, of Prior Projects Demonstrating Knowledge and Experience in Navajo Tribal Land Right of Way Laws and Agreements. Provide Prior Project Experience, if any, working with Navajo Tribal and/or Bureau of Indian Education Schools.

D. List the members of your firm that will be assigned to this account and their locality in relation to the School District. Please show their education and experience backgrounds and the number of years employed by your firm.

E. Reference: Provide at least 3 references preferably school districts in Arizona

F. Gantt chart

G. Cost Proposal

H. Notarized non-collusion affidavit

I. Offeror sheet

12. **Erate:** This solicitation and resulting contract is wholly contingent on the successful funding of future Erate awards and procurement of State Matching Funds for any construction projects. The successful vendor shall honor all pricing and contract components regardless of Erate funding status. Shonto Preparatory School agrees to make clear to the successful vendor at the time of purchase whether a purchase is using the Erate discount mechanism or is not using the Erate discount mechanism, and will seek separate reimbursement through the Erate process.

SCOPE OF WORK - INTERNET CONDUIT/ISP SERVICES

The Shonto Preparatory School is requesting proposals for an Internet Conduit Access and ISP Services to support existing and anticipated instructional and administrative needs of the District. The District is seeking a high reliability solution, and will accept land based copper/Optical Ethernet, Wireless, or other equivalent technologies.

INTERNET ACCESS AND ISP SERVICES SPECIFICATIONS:

The District is seeking a high speed Internet Connection to support the existing and anticipated instructional and administrative needs of the District. Proposal must address each of these requirements:

1. The proposal must include bandwidth speeds 500 Mbps to 1 Gbps in 100M increments.
2. Contract must allow for upgrades to the maximum quoted with no contract extension.
3. Quote Access and Transport and construction as separate services.
4. The proposal must identify the cost for all non-recurring expenses, including but not limited to construction of conduit, trenching, campus assessment, engineering, project management, documentation, contingency, installation, configuration, travel, taxes, etc. The Offeror must obtain and pay for all permits and inspections required by all legal authorities and agencies having jurisdiction for the work.
5. Any components provided such as "On-Premise Category 1" equipment must be new (Not refurbished).
6. The proposal must include a project plan in the form of a Gantt chart.
7. The proposed Internet Conduit must support a Service Level of 99.99% uptime.
8. The proposed network must include a 24 x 7 x 365 monitoring and trouble notification service.
9. A monthly report on trouble tickets must be provided.
10. A monthly report on usage must be provided.
11. The proposed service must provide an automated notification of outages via email and pager or text message.
12. The proposal must state what the Offeror's policy and procedure is for escalation of unresolved trouble tickets along with contacts for escalation.

REFERENCES

You may use this form or include your own reference listing

District/School _____
Contact Person: _____ Title: _____
Phone # _____ Fax # _____
Size of District _____ Year(s) Services Provided _____

District/School _____
Contact Person: _____ Title: _____
Phone # _____ Fax # _____
Size of District _____ Year(s) Services Provided _____

District/School _____
Contact Person: _____ Title: _____
Phone # _____ Fax # _____
Size of District _____ Year(s) Services Provided _____

OFFER SHEET

Purchasing Department
P.O. Box 7900
Shonto, AZ 86054

OFFER ERATE-FY2019IA001
TO Shonto Preparatory School:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the Offer. Signature also certifies understanding and compliance with Shonto Preparatory School's Special Terms and Conditions.

Arizona Transaction (Sales Privilege) for clarification of this offer, contact:

Tax License No.: _____ Federal Employer Identification: _____

Name _____ Phone/Fax _____

Company Name Authorized Signature

Printed Name

City State Zip Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR DISTRICT USE ONLY)

Your Offer is hereby accepted. The Contractor is now bound to sell the materials, services or construction listed by the attached award notice based upon the Solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the District.

This Contract shall henceforth be referred to as Contract No. _____.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives an executed purchase order or Contract release document from SCHOOL / DISTRICT NAME

Awarded this _____ day of _____

AUTHORIZED SIGNATURE NAME & TITLE

“NO BID” RESPONSE FORM

ERATE-FY2019IA001

If you do not wish to bid on this solicitation, please provide written notification of your decision. Failure to respond will result in deletion of your name from the District’s vendor listing. This form may be returned to the address listed below, or faxed to (928) 928-672-3501. A “No Bid” will be considered a response.

_____ I am submitting a “No Bid” at this time.

_____ Please keep my name on the District’s Bidder’s List.

_____ I cannot provide services of this nature.

_____ Please remove my name from this category. I will submit a revised Vendor

NON-COLLUSION AFFIDAVIT

STATE OF _____)

County of _____)

Name Title

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal ("Offeror") with respect to the "**RFP Number**" and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine and such Proposal is neither a sham nor collusive, nor is such Proposal made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other offeror to put in a sham or collusive bid, or induced or solicited any other offeror to refrain from submitting a proposal.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other bidder.

By: _____

Title: _____

Subscribed and sworn to me this _____ day of _____ 2016.

Notary Public: _____

My Commission Expires: _____

This page must be returned with your bid proposal