



PURCHASING DEPARTMENT/WAREHOUSE

Katherine Mendoza

Purchasing /Warehouse Manager

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February 1, 2023

Amphitheater Public Schools Request for Proposal (RFP) 2282023 E Rate Cat 2 Firewall, Firewall Services, Cabling, Network Switches with Components

You are invited to submit a proposal for Firewall, Firewall Services, Cabling, Network Switches with Components for Amphitheater Public Schools (the District). **Sealed proposals will be received by the Purchasing/Warehouse Manager for Amphitheater Public Schools at 1001 W. Roger Rd Tucson, AZ 85705 up to and before 9:00 A.M. local time on Tuesday, February 28, 2023.** Proposals will be opened and the name of the Offeror will be publicly read aloud, as necessary, via a virtual public opening at that time. Notification of the virtual public opening will be sent to interested parties the day before the opening, who email notification of interest to kmendoza@amphi.com that they would like to attend the virtual opening. Request to attend the virtual public opening should be emailed the day before the opening.

*****No verbal, telephoned, e-mailed, or faxed proposals will be accepted.*****

This solicitation document must be obtained from the website www.azpurchasing.org or www.Amphi.com/Page/11059. Please contact Katherine Mendoza at kmendoza@amphi.com if you have any problem obtaining this solicitation. This request for bid/proposal document originated on the www.azpurchasing.org or www.Amphi.com/Page/11059 website. USAC website for service providers to review Amphitheater School District's FCC Form 470 information can be found at <https://data.usac.org/publicreports/Forms/Form470Rfp/Index>.

Envelopes/packages containing the proposals must be sealed and addressed to Katherine Mendoza, Purchasing/Warehouse Manager, Amphitheater Public Schools, 1001 W. Roger Road, Tucson, AZ 85705 and be identified as **"RFP 2282023 E Rate Cat.2 Firewall, Firewall Services, Cabling, Network Switches with Components "**. **Proposals must be submitted during receiving hours, Monday through Friday, 7 am to 3:30 pm, excluding holidays.**

The Purchasing Office will be closed from Thursday, February 23rd through Friday, February 24th, 2023. The Purchasing Office will reopen on Monday, February 27, 2023. Proposals will not be accepted while the Purchasing Offices are closed – February 23, 2023 through February 24, 2023.

Sealed proposals shall contain one (1) hard copy labeled "ORIGINAL" and three (3) hard copies labeled "COPY1, COPY2, COPY3". Also, included in the envelope shall be a completed W-9 form and an electronic copy of the submittal on a USB/flash drive. Failure to include the proposal copy on a USB/flash drive may result in your proposal being determined non-responsive.

The District is not responsible for proposals that are misdirected, delivered or received late. Any proposals received after the scheduled closing date and time will not be opened at the public opening.

Amphitheater High School • Canyon del Oro High School • Ironwood Ridge High School
Amphitheater Middle School • Coronado K-8 School • Cross Middle School • La Cima Middle School • Wilson K-8 School
Copper Creek Elementary • Donaldson Elementary • Harelson Elementary • Holaway Academy • Keeling Elementary
Mesa Verde Elementary • Nash Elementary • Painted Sky Elementary • Prince Elementary • Rio Vista Elementary • Walker Elementary • Rillito Center

Amphitheater Unified School District does not discriminate on the basis of race, color, religion/religious beliefs, gender, sex, age, national origin, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding the District's non-discrimination policies are handled at 701 W. Wetmore Road, Tucson, Arizona 85705 by David Rucker, Equity & Safety Compliance Officer, (520) 696-5164, drucker@amphi.com, or Kristin McGraw, Executive Director of Student Services, (520) 696-5230, kmcgraw@amphi.com.

NOTE: Questions concerning this solicitation must be directed to Katherine Mendoza, Purchasing/Warehouse Manager in writing at kmendoza@amphi.com and submitted no later than end of day Tuesday, February 14, 2023. Any questions that result in changes to the solicitation shall be answered through a written solicitation amendment with answers on the day of Friday, February 17, 2023 published at www.azpurchasing.org or www.Amphi.com/Page/11059. Any amendments to this solicitation shall be acknowledged by signing next to the appropriate amendment on page nine. **An Offeror may not rely on verbal responses to questions.**

DOCUMENTS REFERENCED

USAC website for service providers to review Amphitheater School District's FCC Form 470 information:

<https://data.usac.org/publicreports/Forms/Form470Rfp/Index>

Applicant Name: Amphitheater Public Schools

Billed Entity Number: 143117

Applicant Type: School District

State: AZ

Arizona Revised Statutes (A.R.S.) are available at: <https://www.azleg.gov/arstitle>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:

https://apps.azsos.gov/public_services/Title_07/7-02.pdf

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

BACKGROUND INFORMATION

Amphitheater Public Schools District is located in Tucson, Arizona. Further information about the District is located on the District website: <http://www.amphi.com/>. The purpose of this RFP is to request proposals for ERate Category 2 Firewall, Firewall Services, Cabling, Network Switches with Components.

MINIMUM REQUIREMENTS

All responding Providers must be a registered and current Provider with the Universal Service Administrative Company (USAC) and have a current USAC issued Service Provider Identification Number (SPIN).

All responding Providers must also answer all applicable E-Rate PIA (Program Integrity Assurance) inquiries that are submitted.

SCOPE OF MATERIALS AND OPTIONAL INSTALLATION SERVICES

Proposals must include pricing for the hardware and licensing meeting required specifications listed below:

Amphitheater Public Schools	
Equipment	Quantity
NETWORK SWITCHES: CATALYST 9300 48-PORT (12 MGIG & 36 2.5 GBPS) K12 (OR EQUIVALENT) PART NUMBER: C9300-48UXM-EDU	12
CABLING: 50 CM TYPE 1 STACKING CABLE (OR EQUIVALENT) PART NUMBER: STACK-T1-50CM	12
CABLING: CATALYST STACK POWER CABLE 30 CM (OR EQUIVALENT) PART NUMBER: CAB-SPWR-30CM	12
ASSOCIATED NETWORK SWITCH LICENSING: C9300 DNA ESSENTIALS, 48-PORT - 3 YEAR TERM LICENSE (OR EQUIVALENT) PART NUMBER: C9300-DNA-E-48-3Y	12
SWITCH COMPONENT: 1100 W AC 80+ PLATINUM CONFIG. 1 POWER SUPPLY (OR EQUIVALENT) PART NUMBER: PWR-C1-1100WAC-P	12
SWITCH COMPONENT: CATALYST 9300 8 X 10GE NETWORK MODULE (OR EQUIVALENT) PART NUMBER: C9300-NM-8X	12
FIREWALL: CISCO SECURE FIREWALL 3130 NGFW APPLIANCE, 1U (OR EQUIVALENT) PART NUMBER: FPR3130-NGFW-K9	1
FIREWALL SERVICE: SNTC-NO RMA CISCO SECURE FIREWALL 3130 NGFW APPLIANCE (OR EQUIVALENT) PART NUMBER: CON-SW-FPR3130N	1
CABLING: 25GBASE ACTIVE OPTICAL SFP28 CABLE, 10 M (OR EQUIVALENT) PART NUMBER: SFP-25G-AOC10M=	4

ADDITIONAL PRODUCTS OR SERVICES

The District reserves the right to add related products and/or services to the contract at any time during the contract period. The District will contact the successful Provider for prices prior to adding any products or services and may, at the District's sole option, accept the quoted prices or purchase elsewhere those products or services concerned.

PROPOSAL INFORMATION AND EVALUATION PROCESS

The School District intends to contract with the qualified firm(s) and/or individual(s) whose proposals are deemed to be most advantageous to the School District. No contract shall be awarded solely on the basis of price. Cost is a factor in selection. However, only those proposals determined to best meet all of the requirements of the Request for Proposals will be given consideration. Positive efforts shall be made to involve minority and small businesses.

Each proposal must be submitted using this document and certification by an appropriate official of the Offeror's firm, must be complete and fully executed when submitted. **If the proposal is not properly signed, it may be considered non-responsive.**

Amphitheater Public Schools reserves the right to cancel the entire solicitation or increase, decrease or eliminate any item of the submitted proposal prior to the award or the issuing of purchase orders to the Provider. The District also reserves the right to reject any, any part of, or all proposals for any reason whatsoever, or to waive any irregularities or informalities in the proposals. Evaluation of Proposals will be determined by the evaluation criteria listed in order of importance below by appropriate officials of Amphitheater Public Schools in accordance with the laws, codes, and policies that govern Public School Procurement in Arizona. The evaluation criteria will be as stated below based on **100 total possible points**:

1. Cost. Must list tax and shipping charges separately as they are not part of the evaluation process. **(55 points)**
2. Requirements listed above have been met and three references from clients or school districts with a similar scope of materials as stated in this RFP have been provided. **(25 points)**
3. Vendor to provide a brief history of the company that includes its philosophy of doing business and prior experience with E-Rate providing similar services with school districts (if any). **(15 points)**
4. Responsiveness of Proposal to Include: Completed All Required Forms, Provided Requested Information, and Provided an Electronic Copy of Proposal **(5 points)**

Amphitheater Public Schools reserves the right to accept partial proposals if in the best interests of the District.

Amphitheater Public Schools reserves the right to award to multiple Vendors if deemed in the best interests of the District. Based on *R7-2-1042(1c)* of the *Arizona Administrative Code*, multiple awards are advantageous to the District to meet the needs of all students throughout the District. Contracts may be awarded to multiple vendors based on an evaluation score of 85 points or higher.

DISCUSSIONS/PRESENTATIONS AND BEST AND FINAL OFFERS (BAFOs)

The District may conduct discussions/presentations with responsive vendors that submit proposals to be determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The District may also negotiate modifications to the vendor's proposal prior to final recommendation for award for the purpose of obtaining BAFOs. The BAFOs will be evaluated based on a consensus ranking of each BAFO from the Evaluation Team.

PROPOSAL CERTIFICATION

By submission of this proposal, the Offeror certifies that:

The Offeror has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract.

The prices in this proposal 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.

If awarded a contract, the Offeror agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, disability, age or national origin.

An Offeror may recall their proposal before and up to the time for the proposal opening. However, no Offeror may withdraw their proposal for a period of 60 days after the date set for the opening of the proposals. Any failure by the Offeror to acquaint themselves with all the available information shall not relieve them from any responsibility for performance of their proposal under the contract.

PUBLIC INFORMATION REQUESTS AND CONFIDENTIAL INFORMATION

After contract award, the proposals shall be open for public inspection except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data (i.e. technical designs/information and key employees' information) remain confidential. If the Offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portion(s) at the time of submission. The District will make a written determination pursuant to *Arizona Administrative Code R7-2-1006(C)*.

CONTRACT

No contract exists on the part of the District until a written purchase order is issued. Issuance of a purchase order will be considered sufficient notice of acceptance of offer. (NOTE: Funds may not presently be available for performance under the awarded contract beyond the current fiscal year. No legal liability on the part of the District for any payment may arise under the awarded contract beyond the current fiscal year until funds are made available for performance of the awarded contract. The District will make reasonable efforts to secure such funds.)

BRAND NAME OR EQUAL

Per A.A.C. R7-2-1042(A.2.b) any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict offers by other Offerors but are intended to approximate the quality design or performance that is desired. Any Proposal which proposes like quality, design or performance will be considered. If the description of the offer differs in any way, Offeror must provide complete detailed description of the proposed item(s) including pictures and literature where applicable. Amphitheater School District will be the final judge of what is deemed equal.

PRODUCT DELIVERY

Any Proposal item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the Offeror immediately and replaced to the school district's satisfaction at no additional charge, or issue full credit.

ORDER OF PRECEDENCE FOR CONFLICTING DOCUMENTS

In the event that there are inconsistencies between documents, following is the order of precedence (superior to subordinate) that shall be applied to resolve inconsistencies:

Solicitation Document, Amphitheater Public Schools Standard Terms and Conditions, Amphitheater Public Schools Purchase Order, Provider/Contractor's Final Bid/Proposal Submission, Provider/Contractor Agreement/Executed Contract.

TERRORISM COUNTRY DIVESTMENTS

The District is prohibited from purchasing from a company that is in violation of the Export Administration Act. The Offeror certifies that it is not engaged in and for the duration of the contract will not engage in a boycott of Israel.

SUSPENSIONS/DEBARMENT CERTIFICATION

The Offeror certifies that they do not have any debarment, suspension, or other lawful action taken by any federal, state, or local government within the last five years that precludes the offeror or its employees from participating in any public procurement activity.

TERMINATION FOR CONVENIENCE

The District reserves the right to terminate the awarded contract, in whole or in part at any time, when in the best interests of the District without penalty recourse. Upon receipt of the written notice, the Provider shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the District. In the event of termination under this paragraph, all documents, data and reports prepared by the Provider under the awarded contract shall become the property of and be delivered to the District. The Provider shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

INSURANCE REQUIREMENTS

The successful Provider shall show proof of insurance coverage and amount. Minimum insurance required general and automobile liability, is \$2,000,000.00, (District shall be listed/named as additional insured). Evidence of Workers' Compensation coverage is also required from the successful Provider.

GIFT POLICY

The District will not accept personal gifts, gratuities or benefits from Bidders. The District may request samples from Bidders for official evaluation with disposal of those said samples at the discretion of the Procurement Agent. (A.R.S. § 15-213(O) and GB Policy DJ)

WARRANTY INFORMATION

The awarded Vendor warrants that the materials are free of liens and shall remain free of liens during the contract term. The awarded Vendor also warrants that the materials shall be of a quality to pass without objection in trade under the description of the awarded contract; fit for the intended purpose(s) for which the materials are used; within the variations permitted by the awarded contract and are of even kind, quantity, and quality within each unit and among all units; adequately contained, packaged, and marked as may be required by the awarded contract; and conform to the written promises or affirmations of fact by the Vendor.

APPLICABLE LAW AND INTERPRETATION

The awarded contract (Agreement) shall be interpreted, construed, and given effect in all respects according to the laws of the State of Arizona. An Arizona court is the only venue where interpretations can be resolved. If any of the Provider's/Contractor's terms or conditions is not in agreement with the District's terms and conditions as set forth herein, the District's terms and conditions shall govern. This Agreement incorporates the complete Agreement of the parties with respect to the subject matter of this Agreement; no oral Agreement or other understanding shall in no way modify these terms and conditions.

REGISTERED SEX OFFENDER RESTRICTION

Pursuant to this order, the named Provider agrees by acceptance of this order that no employee of the Provider or a subcontractor of the Provider, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be present. The Provider further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

PROPOSAL PROTESTS

Any formal protest of a proposal must be filed in writing and submitted via US Mail or any courier service in a sealed envelope to Scott Little, Chief Financial Officer 701 W. Wetmore Road Tucson, AZ 85705. Protests will be filed before the proposal opening if protest is based on the solicitation. If protest is made after the proposal opening, it shall be made within 10 days of notification of award. NOTE: Protests must be filed according to R7-2-1142 and R7-2-1143 of the *Arizona Administrative Code*.

FEDERAL AND STATE REQUIREMENTS

Compliance with Federal and State Requirements – Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, worker' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

If applicable, vendor shall comply, when working on any federally assisted projects with the following:

- 1) The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5),
- 2) Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5),
- 3) Copeland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5),
- 4) Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41 CFR Chapter 60),
- 5) McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
- 6) Section 306 of the Clean Air Act (42 U.S.C. § 1857h),
- 7) Section 508 of the Clean Water Act (33 U.S.C. § 1368),
- 8) Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15),
- 9) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200),
- 10) Education Department General Administrative Regulations, 2 CFR Parts 200 and 3474, and 34 CFR Parts 75-77 and 81 ("EDGAR").
- 11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871),
- 12) All applicable requirements and regulations, including those related to reporting, patient rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds.

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OFFEROR INFORMATION AND AUTHORIZED SIGNATURE

FIRM/PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

NAME: _____ TITLE: _____

Please Print

SIGNATURE: _____ DATE: _____

ACKNOWLEDGEMENT OF AMENDMENT ONE (if applicable):

(Signature and Date)

ACKNOWLEDGEMENT OF AMENDMENT TWO (if applicable):

(Signature and Date)

ACKNOWLEDGEMENT OF AMENDMENT THREE (if applicable):

(Signature and Date)

Contractor/Offendor Fingerprint Language

If likelihood of unsupervised contact is unknown:

CONTRACTOR shall, as a condition of contract, obtain fingerprint cards for CONTRACTOR'S employee(s), and for Subcontractors and their employees, in accordance with A.R.S. § 15-512. This fingerprinting requirement will not apply, however, if the District in its sole discretion determines in writing that it is unlikely that the CONTRACTOR or its employee(s), or Subcontractors and their employees, will have direct, unsupervised contact with students while on school grounds.

After obtaining a fingerprint card for an employee or Subcontractor employee fingerprinting, CONTRACTOR, will issue a means of identification (such as badges or numbered safety helmets) that CONTRACTOR will require the employee to wear at all times that the employee is on District property. CONTRACTOR shall inform the District of those employees and Subcontractors and Subcontractor employees that are authorized to be on District property, delineating the individuals by name and identification card/badge/helmet number (if any), and including the District property(ies) that the individuals will visit.

Offeror Signature and Date: _____

Company Name: _____

E-Verify Contract Language

CONTRACTOR hereby warrants that, at all times during the term of this Contract, will comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (collectively, "the State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each Subcontractor who performs any work for CONTRACTOR under this contract also complies with the State and Federal Immigration Laws.

DISTRICT shall have the right at any time to inspect the books and records of CONTRACTOR and any Subcontractor in order to verify compliance with the State and Federal Immigration Laws, and CONTRACTOR shall ensure DISTRICT access to the books and records of CONTRACTOR and each Subcontractor under this contract.

CONTRACTOR shall advise each of its Subcontractors of the DISTRICT'S rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that Amphitheater Unified School District may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any breach of CONTRACTOR'S or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, (subject to DISTRICT approval) as soon as possible so as not to delay project completion.

[If applicable: Any additional costs directly or indirectly attributable to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks in CONTRACTOR's approved construction or timeline or schedule, such delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to a corresponding extension of time, but not costs.]

Offeror Signature and Date: _____

Company Name: _____

NON-COLLUSION AFFIDAVIT

(Prime Bidder)

State of _____)

County of _____)

_____ being first duly sworn, disposes and says:

That They are _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham: that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

the _____

(owner)

or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____
(Bidder, if bidder is an individual)
(Partner, if bidder is a corporation)
(Officer, if the bidder is a corporation)

Company Name: _____