# GILA COUNTY

# NOTICE OF REQUEST FOR PROPOSALS
# 080116

## WAN AND INTERNET SERVICES

## BIDDER'S INFORMATION
## CONTRACT DOCUMENTS AND SPECIFICATIONS

***BOARD OF SUPERVISORS***
**Michael A. Pastor, Chairman**
**Tommie C. Martin, Vice Chairman**
**John D. Marcanti, Member**

***COUNTY MANAGER***
**Don E. McDaniel Jr.**

**GILA COUNTY**
**NOTICE OF REQUEST FOR PROPOSALS NO. 080116**
**WAN AND INTERNET SERVICES**

Notice is hereby given that Gila County is seeking responses from qualified providers of Bundled Internet Access Services, for the 2016-2017 Fiscal Year.

**SUBMITTAL DUE DATE:** **Friday, September 9, 2016 4:00 PM**

**RETURN PROPOSAL TO:** **Gila County Finance Department**
**Attn: Betty Hurst, Contracts Administrator**
**Guerrero Complex**
**1400 East Ash Street, Globe, AZ 85501**

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Interested Bidders may obtain a copy of this solicitation by calling Gila County Finance at 928-402-4355. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **August 24, 2016 and August 31, 2016**

Signed: _____ Date: _____
Michael A. Pastor, Chairman, Board of Supervisors

Signed: _____ Date: _____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
*for* Bradley D. Beauchamp, County Attorney

## SCOPE OF SERVICES

**The County, is seeking proposals for Bundled WAN and Internet Access Services.** The Service Provider will include in the proposal all costs necessary to provide, construct, install, program, maintain, and monitor the services requested below. All maintenance costs associated with any on-site premise equipment, provided as an integral part of the Service Provider's proposed service, shall be their sole responsibility. The successful bidder will include in their bid price, at a minimum, the following Bundled Internet Access Service(s):

1. The cost to provide Internet Access (Bandwidth). Bidder's price shall include the following:
    a. The necessary physical connection from the Service Provider to the County, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Service Provider's supplied on-site premise equipment, necessary to successfully transmit the requested service
    b. All costs necessary, including but not limited to "curb to demarcation', to deliver the requested service to the County's specified "Point of Demarcation" below:
    c. Demarcation =MDF at 1400 East Ash Street, Globe, Arizona 85501
    d. The available bandwidth shall be a minimum of 200Mbps (or higher).
    e. The service hand-off shall be directly to the County's supplied Local Area Network,
    f. Internet access availability of 24 hours, 7 days a week, 365 day a year.
    g. Route all County's TCP/IP data traffic from their network to the internet.

2. The cost to provide the Wide Area Connection WAN (Circuit). Bidder's price shall include:
    a. The necessary physical connection from the service Provider to the County, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Service Provider's supplied on-site premise equipment, necessary to successfully transmit the requested service to all MDF's within the County.
    b. All costs necessary, including but not limited to "curb to demarcation", to deliver the requested service to the County's specified "Point of Demarcation" listed below:
    Point of Demarcation = MDF at 745 N. Rose Mofford Way, Globe, AZ 85501.
    Point of Demarcation = MDF at 5515 S. Apache Ave., Globe, AZ 85501.
    ***Point of Demarcation = MDF at 157 S, Broad St., Globe, AZ 85501.**

    ***This point of demarcation should be considered as a month to month cost in the contract, with a 30 day notification to cancel. This point does not need to meet the minimum of 250Mbps for WAN bandwidth, but can be quoted at a much reduced size of 10 Mb or higher as it is a temporary connection only.**
    c. The LAN connections shall be a minimum of 250Mbps (or higher).

d. Demarcation hand-off can be an Ethernet Rj-45 copper OR multi-mode LC fiber connection.
e. Service Providers will provide and maintain all premise equipment necessary to provide the County with the specified handoff and type of service requested.
f. Full Duplex operation (connection shall be bi-directional).
g. The requested service shall allow the following Network Protocols:

***All TCP/IP protocols.**
***All Layer 1, Layer 2, and Layer 3 protocols.**

h. No other Service Provider's customers will have any physical or logical access to the County's traffic/VLAN

No bid will be accepted from or a contract awarded to a bidder:

1. Who is not licensed in accordance with the law.
2. Who does not hold a license qualifying them to perform work under this contract in the State of Arizona.
3. Who does not hold a valid Service Provider Identification Number (SPIN) and is in good standing with the FCC.

**INQUIRIES**

Requests for additional information relating to this RFP should be directed to Betty Hurst, Contracts Administrator at (928) 402-4355, or emailed to bhurst@gilacountyaz.gov. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Service Provider must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 4:00 PM, September 2, 2016, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and take precedence over the language appearing in Exhibits "A & B".

## EXHIBIT "A" INSTRUCTIONS TO BIDDERS

### Preparation of Sealed Proposal

A. Sealed Proposals will be received by the Gila County Purchasing Department, from individuals and Service Providers to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Service Providers able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required, **but copies must have original signatures**.

B. Before submitting the Proposal and Forms each Service Provider shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Service Provider. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Service Providers must complete the Proposal and all forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Service Provider to perform the Scope of Services as set forth in the Contract. Failure of any Service Provider to complete and submit the Price Sheet and Signature/Offer Page and all required forms at time and place of opening shall be grounds for automatic disqualification of the Service Provider from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Service Provider; if initialed, the County may require the Service Provider to identify any alteration so initialed.

## Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Service Providers in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 32.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

## Offer & Acceptance Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

## Discussions

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

## Public Record

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

Proposal results ARE NOT provided in response to telephone or written inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

## Late Proposals

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

**Submittal Proposal Format**

It is required that a minimum of Three (3) copies, **all with original signatures,** on all required RFP documents be submitted**.** The County will not be liable for any cost incident to the prep-aration of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is per-missible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page 33, Service Provider certifies:
   A. The submission of the proposal did not involve collusion or other anti-competitive practices.
   B. The Service Provider has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any Service Provider's errors or omissions. Negligence in preparing an offer confers no right to the Service Provider unless the Service Provider discovers and corrects such errors prior to the Proposal deadline.

**<u>The Proposal shall be submitted in a sealed envelope as follows:</u>**

1. A minimum of Three (3) copies, **all with original signatures** shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. **The Proposal Title "*WAN and Internet Services*", RFP No., "*080116*", Date "*September 9, 2016*", and time "*4:00 PM*" of Proposal opening shall be written on the outside of the sealed envelope.**
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

## GENERAL TERMS AND CONDITIONS

### Award of Contract

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. On board approval, the County shall make awards with reasonable promptness by giving written notice to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the county concerning price, conformity to the specifications and other factors. The board may reject all bids if rejection is in the public interest.

3. Further, the County reserves the right to reject the Proposal of any Service Provider who has previously failed to perform adequately after having once been awarded a prior Proposal for providing janitorial services similar in nature.

4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.

5. Those Service Providers who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Service Provider shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

### Protests

Only other Service Providers who have submitted a bid proposal for this RFP have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

### Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Service Provider shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Service Provider. The Service Provider shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

## EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Service Provider, their agents, subcontractor and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Service Provider's signature(s) appearing on page 33, *Offer and Acceptance Page*, and Exhibit "D" *Bidders Qualification and Certification Form* pages 24-25.

### Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Service Provider hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

### Authority to Contract

This contract is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the Service Provider in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The county reserves the right to clarify any contractual terms with the concurrence of the Service Provider; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the Service Provider relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Service Provider or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Service Provider.

**Independent Service Provider**

Service Provider is an independent Service Provider of the County. Service Provider represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Service Provider warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractor Providers will likewise obtain Worker's Compensation Insurance for their employees working on this contract. It is further agreed by Service Provider that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Service Provider nor any employee of the Service Provider shall be deemed an officer, employee, or agent of the County.

**Contract Amendments**

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Service Provider.

**Contract Default**

A. The County, by written notice of default to the Service Provider, may terminate the whole or any part of this contract in any one of the following circumstances:

   1. If the Service Provider fails to make delivery of the supplies or to perform the services within the times specified; or

   2. If the Service Provider fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Service Provider shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**Costs and Payments**

- Payment: Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Service Provider shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices may be submitted monthly, or bi-monthly, for services performed under this contract.

- Payment of Taxes: The Service Provider shall be responsible for paying all applicable taxes.

- Tax Indemnification: Service Provider and all subcontractor Providers shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Service Provider. Service Provider shall, and require all subcontractor Providers to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- IRS W9 Form: In order to receive payment the Service Provider shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor Provider the Service Provider will provide Lien Waivers prior to Service Provider receiving payment.

**Co-op Use of Contract – Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Service Provider to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Service Provider under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Service Provider.

**Cancellation of County Contracts**

This contract is subject to the cancellation provisions of **A.R.S. §38-511.**

**Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Service Provider to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Service Provider for acting or failing to act as in any of the following:

1. In the opinion of the County, the Service Provider fails to perform adequately the stipulations, conditions or services/specifications required in the contract.

2. In the opinion of the County, the Service Provider attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

3. Service Provider fails to furnish the required service and/or product within the time stipulated in the contract.

4. In the opinion of the County, the Service Provider fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Service Provider will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Service Provider at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**Force Majeure**

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. Force Majeure shall not include late performance by a subcontractor Provider unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the 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 equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**Indemnification Clause**

Service Provider shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Service Provider or any of its owners, officers, directors, agents, employees or subcontractor Providers. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Service Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Service Provider from and against any and all claims. It is agreed that Service Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Service Provider agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Service Provider for the County.

## MINIMUM SPECIFICATIONS

### EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Service Provider to provide WAN and Internet Services facilities.

**General Purpose**

1. All product specifications are **minimum.**

2. Service Provider should have adequate manufacturing/stocking facilities to serve the needs of Gila County.

3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

4. Service Provider shall review its Proposal submission to assure the following requirements are met.
    a. One (1) original and two (2) copies, total of three (3), **all with original signatures** shall be submitted
    b. Qualification and Certification Form
    c. Price Sheet
    d. References List
    e. No Collusion Certification
    f. Intentions Concerning Subcontracting
    g. Legal Arizona Workers Act Compliance
    h. Bidder's Checklist & Addenda Acknowledgment
    i. Offer and Acceptance Page
    j. Background Investigation Authorization
    k. W9

**Term and Renewal**

The term of the Contract shall commence upon award and remain in effect for a period of Three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Service Provider agrees that the County shall have the right, at its sole option, to renew the Contract for two (2) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the orig-inal contract, and any amendments issued during the term of the contract, shall remain the same and apply dur-ing the renewal period.

**Service Level Agreement (SLA) –** The Service Provider shall provide the County with a Service Level Agreement (SLA) in conformance to standard industry requirements. The SLA shall, at a minimum, ensure that the following Operation and Maintenance objectives are met:

- Network Availability – 99.99%
- Packet Delivery Rate – 00.00%
- Mean Time to Repair 4 Hours, end-to-end, including local loop

**Evaluation of Proposal**

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance and percentage weight.

a. Cost (50%)
b. Qualifications and Prior Experience (30%)
c. Conformity to Submittal Requirements (10%)
d. References (10%)

## PRICE EVALUATION FORM

**PROJECT NAME:** **Bundled Internet Access**_____

**RFP Reference** **WAN & Internet Services**_____

The County shall use the price(s) shown below to determine the Bidder's evaluation score for all "Cost" related evaluation criteria.

**Instructions**

1. Bidders shall provide a line item price for the "Recurring Price", and if applicable the "One-Time Price" for each of the site(s) listed below,
2. Bidder shall provide a description and line item price for any "Additional" price elements that are not included in the "Recurring Price" and "One-Time Price" totals that are included in the Service Provider's bid.
3.

**Recurring Price**

| Service | Speed | Monthly Recurring Price | Contract Term (Months) | | "Recurring Price" Total | |
|---|---|---|---|---|---|---|
| Internet Access (Bandwidth) | | $ | X | | X | $ |
| WAN Connection (Circuit) | | $ | X | | X | $ |
| | | $ | X | | X | $ |
| | | | | | "Recurring Price" Sub-Total | $ |

**One-Time Price**

| Service | Speed | Monthly Recurring Price | Contract Term (Months) | | "One-Time Price" Total | |
|---|---|---|---|---|---|---|
| Internet Access (Bandwidth) | | $ | X | | X | $ |
| WAN Connection (Circuit) | | $ | X | | X | $ |
| | | $ | X | | X | $ |
| | | | | | "One-Time" Sub-Total | $ |

**Additional (including "Growth Clause")**

| Service | Description | "Recurring Price" Total |
|---|---|---|
| Internet Access (Bandwidth) | | $ |
| WAN Connection (Circuit) | | $ |
| | | $ |
| | "Additional" Price Sub-Total | $ |

Bidder's Name_____

Signature_____Date_____

Name/Title_____

**ALTERNATE PRICE EVALUATION FORM**

**PROJECT NAME:** **Bundled Internet Access**_____

**RFP Reference** **WAN & Internet Services**_____

**Alternate Price Descripion:**_____

**Recurring Price**

| **Service** | **Speed** | **Monthly Recurring Price** | **Contract Term (Months)** | | **"Recurring Price" Total** | |
|---|---|---|---|---|---|---|
| Internet Access (Bandwidth) | | $ | X | | X | $ |
| WAN Connection (Circuit) | | $ | X | | X | $ |
| | | $ | X | | X | $ |
| | | | | | "Recurring Price" Sub-Total | $ |

**One-Time Price**

| **Service** | **Speed** | **Monthly Recurring Price** | **Contract Term (Months)** | | **"One-Time Price" Total** | |
|---|---|---|---|---|---|---|
| Internet Access (Bandwidth) | | $ | X | | X | $ |
| WAN Connection (Circuit) | | $ | X | | X | $ |
| | | $ | X | | X | $ |
| | | | | | "One-Time" Sub-Total | $ |

A**dditional (including "Growth Clause")**

| **Service** | **Description** | **"Recurring Price" Total** |
|---|---|---|
| Internet Access (Bandwidth) | | $ |
| WAN Connection (Circuit) | | $ |
| | | $ |
| | "Additional" Price Sub-Total | $ |

Bidder's Name_____

Signature_____Date_____

Name/Title_____

EXHIBIT "D"

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

**or**

**Employer identification number**
☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## INSURANCE REQUIREMENTS

Service Provider and subcontractor Providers shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, his agents, representatives, employees or subcontractor Providers.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Service Provider from liabilities that might arise out of the performance of the work under this contract by the Service Provider, his agents, representatives, employees or subcontractor Providers and Service Provider is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Service Provider shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. Policy shall be endorsed to **include master key coverage**.
   b. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Service Provider".**
   c. Policy shall be endorsed to **include coverage for "care-custody-control"**.

2. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Service Provider, including automobiles owned, leased, hired or borrowed by the Service Provider"**.

3. **Worker's Compensation and Employers' Liability**
   Workers' Compensation Statutory
   Employers' Liability
   Each Accident $100,000
   Disease – Each Employee $100,000
   Disease – Policy Limit $500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Service Provider even if those limits of liability are in excess of those required by this Contract.
2. The Service Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Service Provider shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501,** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Service Provider from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Service Provider shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly **to Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501.** The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time**.**

F. **SUBCONTRACTOR PROVIDERS:** Service Providers' certificate(s) shall include all subcontractor Providers as additional insured's under its policies **or** Service Provider shall furnish to the County separate certificates and endorsements for each subcontractor Provider. All coverage's for subcontractor Providers shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## QUALIFICATION AND CERTIFICATION FORM

**EXHIBIT "D" Bidder Qualifications and Certification**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Service Providers under consideration for final award.

The information may or may not be a determining factor in award.

**Contract Number 080116 WAN and Internet Services**

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Service Provider:

   _____

   _____

   _____

2. Has Service Provider (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Service Provider failed to perform in the narrative part of this Contract.

3. Has Service Provider (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Service Providers disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Service Provider prior to contract expiration date (under your Service Provider's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Service Provider was terminated in the narrative part of this Contract.

5. **SERVICE PROVIDER MUST ALSO PROVIDE *AT LEAST* THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
   - **a.** A brief history of the Company.
   - **b.** A Cost Proposal shall be submitted on the Price Sheet, attached herein and made a full part of this contract by this reference.
   - **c.** A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached herein and made a full part of this contract by this reference.
   - **d.** List the specific qualifications the Service Provider has in supplying the specified services.
   - **e.** A list of any subcontractor Providers (if applicable) to be used in performing the service must accompany the Proposal.
   - **f.** Sealed list of "equipment used" in performing the services must accompany proposal submitted by Service Provider.
   - **g.** Gila County reserves the right to request additional information.

6. Service Provider Experience Modifier (e-mod) Rating in Arizona**:** _____
(If Applicable)

   A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Service Provider Business License Number**:** _____
(If Applicable)

8. Service Provider must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

## REFERENCES LIST

### References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: _____

   Contact: _____

   Phone: _____ Address: _____

   Job Length of Time: _____Months _____Years

   Job Description: _____

   _____

   _____

2. Company Name: _____

   Contact: _____

   Phone: _____ Address: _____

   Job Length of Time: _____Months _____Years

   Job Description: _____

   _____

   _____

3. Company Name: _____

   Contact: _____

   Phone: _____ Address: _____

   Job Length of Time: _____Months _____Years

   Job Description: _____

   _____

   _____

_____
Company Name

_____
Signature of Authorized Representative

_____
Title

**AFFIDAVIT BY SERVICE PROVIDER**
**CERTIFYING THAT THERE WAS NO COLLUSION**
**IN BIDDING FOR CONTRACT**

STATE OF ARIZONA )
)ss
COUNTY OF: )

_____
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is _____
(Title)

of_____ and
(Name of Business)

That he/she is bidding on **Gila County BID NO. 080116 WAN AND INTERNET SERVICES, GLOBE, AZ,** and,

That neither he/she nor anyone associated with the said

_____
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

_____
Name of Business

_____
By

_____
Title

**Subscribed and sworn to before me this _____ day of _____, 20_____.**

_____ **My Commission expires:**
**Notary Public**

_____

## CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 080116, WAN and Internet Services, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractor will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractor (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractor Providers name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, Service Provider warrants that all subcontractor will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the Service Provider fails to comply with the provisions of this certification.

- ☐ It is my intention to subcontract a portion of the work.
- ☐ It is not my intention to subcontract a portion of the work.

_____
Name of Firm

_____
By: (Signature)

_____
Title

## LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

County shall have the right at any time to inspect the books and records of Service Provider and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Service Provider's or any subcontractor 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 Service Provider to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor Provider, and the subcontract is suspended or terminated as a result, Service Provider 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 as soon as possible so as not to delay delivery of services.

Service Provider shall advise each subcontractor of County's rights, and the subcontractor Provider's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor Provider hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor 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 additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Service Provider.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

## BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Service Provider fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

**CHECKLIST:**

| REQUIRED DOCUMENT | COMPLETED / EXECUTED |
|---|---|
| QUALIFICATION & CERTIFICATION FORM | _____ |
| PRICE SHEET | _____ |
| REFERENCE LIST | _____ |
| NO COLLUSION IN BIDDING | _____ |
| INTENTIONS IN SUBCONTRACTING | _____ |
| LEGAL ARIZONA WORKERS ACT COMPLIANCE | _____ |
| BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT | _____ |
| OFFER AND ACCEPTANCE PAGE | _____ |
| BACKGROUND AUTHORIZATION | _____ |
| W-9 | _____ |

---

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

| | #1 | #2 | #3 | #4 | #5 |
|---|---|---|---|---|---|
| INITIALS | _____ | _____ | _____ | _____ | _____ |
| DATE | _____ | _____ | _____ | _____ | _____ |

Signed and dated this _____ day of _____, 2016.

_____
Service Provider:

_____
By:

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 080116 WAN and Internet Services.* All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before September 9, 2016, 4:00 PM.

## OFFER AND ACCEPTANCE

**TO GILA COUNTY:**
The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Service Providers bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Service Provider submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Service Provider which may compete for the contract; and that no other Service Provider which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Service Provider submitting this proposal.

**Service Provider Submitting Proposal:**

_____
Company Name
_____
Address
_____
City State Zip
_____
Signature of Person Authorized to Sign
_____
Printed Name
_____
Title

**For Clarification of this Offer, Contact:**

Name: _____

Title: _____

Phone No.: _____

Fax:
_____

Email:
_____

## ACCEPTANCE OF OFFER
***(For Gila County use only)***

The Service Provider is now bound to provide the materials or services listed in RFP No.: 080116 including all terms and conditions, specifications, amendments, etc. and the Service Provider's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. _____**080116**_____.

**GILA COUNTY BOARD OF SUPERVISORS**

Awarded this _____ day of _____, 2016

_____
Michael A. Pastor, Chairman, Board of Supervisors

**ATTEST**

_____
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**

_____
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
*for* Bradley D. Beauchamp, County Attorney

# Waiver of Liability and Release Form
# BACKGROUND INVESTIGATION AUTHORIZATION

I _____._____ hereby give the Gila County Purchasing Department the right
(Print First, Middle Initial, & Last Name)

to make a thorough investigation of my background as part of the bidding proposal process for Bid No. 080116.

The term "back-ground investigation" as used in this document refers to any and all information and sources of information that may be deemed necessary to obtain or contact, to determine the offerors fitness as a bid award candidate.

I understand that I do not have to agree to this background investigation, but that refusal to do so may exclude me from consideration for bid award.

I understand that information collected during this investigation will be limited to that appropriate to determining my suitability for the project out for bids and that all such information collected during the investigation will be kept confidential.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the Purchasing Department, its agents or employees.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the Purchasing Department, its agents or employees for any statements, acts or omissions in the course of my background investigation.

I release from liability given by me to the political division, its officers, agents and employees, all others as mentioned above, shall apply to any rights of action arising from the denial of bid award based on information received from the background investigation.

***Please read carefully before signing.***

Signed: _____ Date: _____

Date of Birth: _____