



Vail Unified School District No. 20 NOTICE OF REQUEST FOR PROPOSALS

Request for Proposal (RFP) Number: 19-006-23

Material and/or Service: Web Content Filtering Services

RFP Issuance Date: March 08, 2019

RFP Due Date: April 01, 2019 Time: 2:00 p.m. Arizona time

**RFP Opening Location: Vail Unified School District No. 20
Vail Education Center, Purchasing Office
13801 E Benson Highway
Vail, Arizona 85641**

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.C.C.) put into effect by the State Board of Education pursuant to A.R.S. 15-213, proposals for the materials or services specified will be received by the **Vail Unified School District No. 20** at the above 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 shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office**, please call **(520) 879-2000**.

PRE-PROPOSAL CONFERENCE INFORMATION: There is no pre-proposal conference for this solicitation.

Proposals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. **Late proposals shall not be considered.**

Proposals, **one (1) original and three (3) copies**, must be submitted in a sealed envelope/box with the **RFP number and Offeror's name and address clearly indicated on the package**. All Proposals must be legible and completed in ink or typewritten. The **Cost Proposal** portion of your response must be submitted in a **separate sealed envelope**. Only **one (1) copy** of the Cost Proposal Form is required. **Do not** include the Cost Proposal Form with the copies of your response. In a **separate sealed envelope** provide **one (1) copy** of the proposal on a **USB/flash drive**. The electronic copy must contain the complete proposal, to include the cost proposal information. Additional instructions for preparing a proposal are provided herein.

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

If you have any questions regarding this solicitation contact:

Tori Gamble, Procurement Analyst
Phone: (520) 879-2028
Email: gamblet@vailschooldistrict.org

TABLE OF CONTENTS

NO BID RESPONSE.....	3
CALENDAR OF EVENTS	4
UNIFORM INSTRUCTIONS TO OFFERORS.....	5-10
UNIFORM TERMS AND CONDITIONS.....	11-18
SPECIAL TERMS & CONDITIONS	19-27
SCOPE OF WORK.....	28
REFERENCES	29
SUBMITTAL REQUIREMENTS.....	30
PROPOSAL FORMAT	31
PROPOSAL COST FORM/QUESTIONNAIRE	32
DEVIATIONS AND EXCEPTIONS	33
CONFIDENTIAL/PROPRIETARY SUBMITTALS.....	34
OFFER AND ACCEPTANCE	35
NON-COLLUSION AFFIDAVIT	36
VAIL VENDOR APPLICATION	37
W-9 FORM	38
SOLICITATION CHECK LIST/MAILING LABEL	39



Vail Unified School District No. 20

NO BID RESPONSE

RFP #19-006-23 Web Content Filtering Services

If you do not wish to bid on this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason(s) for your decision and return this page. Any Offeror not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the vendors list for those items or services. If a vendor wishes to remain on the vendors list, a no bid response or a request to remain on the list is all that is needed. This form may be returned to the address listed below, or faxed to 520-879-2078. 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 meet the product/service specifications as described in the solicitation due to:

___ I cannot meet the Terms and Conditions of the solicitation because:

___ I do not provide services of this nature.

___ I no longer wish to do business with Vail Unified School District No. 20. Please remove my name from the District’s Bidders List.

Name of Company

Date Signed

Signature of Person Authorized to Sign Offer

Phone:

Typed Name

Fax:

Title

E-Mail:

Address

City

State

Zip

Please return this completed form to:
Vail Unified School District No. 20
Purchasing Department
PO Box 800, Vail, Arizona 85641
purchasing@vailschooldistrict.org
Fax # 520-879-2078

Calendar of Events

The Calendar of Events is an integral part of the Proposal Requirements and Contract Documents. All times refer to Local Time. The calendar of events is subject to change.

Event	Date and Time
Issue Solicitation	March 08, 2019
Last Day for Questions/Addendums	2:00PM local time, March 25, 2019
Proposals Due	2:00PM local time, April 01, 2019
Proposal Evaluations	April 02, 2019 –May 24, 2019
Recommendation to Governing Board	June 11, 2019

DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this solicitation at the following web addresses: Arizona

Revised Statutes (A.R.S.) is available at <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at http://www.azsos.gov/public_services/Title_07/7-02.htm

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District/Public Entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offeror (Bidder, Vendor)”** means one who responds to a solicitation.
- I. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/her designee.
- J. **“Responsible Offeror”** means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.
- K. **“Responsive Offeror”** means the Offeror who submits a Proposal that conforms in all material respects to this Request for Proposals, Instructions to Offerors and the Plans and Specifications, which are incorporated herein by this reference.
- L. **“Solicitation”** means a Request for Proposal (RFP).
- M. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- N. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- O. **“School District/Public Entity”** means the School District/Public Entity that executes the contract.

2. Inquires

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. 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 the inquiry since it may then be identified as a Proposal and not be opened until after the Proposal due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) working days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Proposal Conference. If a Pre-Proposal conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation 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 or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Proposal Preparation

- A. Forms: No Facsimile or Electronically Submitted Proposals. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile or electronically submitted Proposal shall be rejected.
- B. Typed or Ink; Corrections. The Proposal should be typed or in ink. The person signing the Proposal should initial erasures, interlineations or other modifications in the Proposal in ink. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

Uniform Instructions to Offerors

- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless the Procurement Officer in a written statement specifically references such exception. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, the person signing the Proposal shall acknowledge each Solicitation Amendment or Addendum. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Proposal.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- J. Identification of Taxes in Offer. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District/Public Entity will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the firm, business, or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

Uniform Instructions to Offerors

- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Addenda/Amendments;
 2. Special Terms and Conditions;
 3. Uniform Terms and Conditions;
 4. Statement or Scope of Work;
 5. Specifications;
 6. Attachments;
 7. Exhibits;
 8. Special Instructions to Offerors; and
 9. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Proposal

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Proposal Amendment or Withdrawal. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District/Public Entity. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District/Public Entity. If an Offeror believes that information in its Proposal should remain confidential, it shall stamp as confidential that information and submit a statement with its Proposal detailing the reasons that information should not be disclosed. The School District/Public Entity shall make a determination on whether the stamped information is confidential pursuant to the School District/Public Entity's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quotes have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
 2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state, and local laws and executive orders regarding employment; and

Uniform Instructions to Offerors

3. By submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency: and
4. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- E. Removal from Vendor List. Any Offeror not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the vendors list for those items or services. If a vendor wishes to remain on the vendors list, a no bid response or a request to remain on the list is all that is needed.

5. Additional Proposal Information

- A. 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.
- B. Taxes. All applicable taxes in the Proposal will be considered by the School District/Public Entity when evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes, which are the obligation of Offerors in state and out of state, Offerors, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates is the sole responsibility of the Contractor.
- C. Late Proposals. A Proposal submitted after the exact Proposal due date and exact time shall be rejected.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/Public Entity reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Proposals or portions thereof; or
 3. Cancel a Solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/Public Entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/Public Entity's interest, "all or none" Proposals shall be rejected.
- B. Contract Commencement. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the District/Public Entity accepts the Proposal in writing with an authorized signature on the Offer and Acceptance Form and issues a Purchase Order. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for the School District will be contingent upon the approval of its Governing Board, if applicable.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Superintendent Calvin Baker. A protest of a Solicitation shall be received by the District Representative before the Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

UNIFORM TERMS AND CONDITIONS

1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

- A. Records. Under A.R.S. §35-214 and §35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.

Uniform Terms and Conditions

- E. Notices. The School District/Public Entity shall make notices to the Contractor required by this Contract to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. The Contractor shall make notices to the School District/Public Entity required by the Contract to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/Public Entity.

3. **Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. *The Purchase Order number must be referenced on the invoice.*
- B. Applicable Taxes.
 - 1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.
- C. 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 School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The school district shall not unreasonably withhold approval.

5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. §41-621 and §35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 - 1. 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; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

Uniform Terms and Conditions

3. 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 practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, 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 Amendment 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.
4. 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 that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District of the materials or services, they shall be:
 1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/testing of or payment for the materials or services by the School District/Public Entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

Uniform Terms and Conditions

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by District Administration including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. **School District/Public Entity's Contractual Remedies**

- A. Right to Assurance. If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.
- D. Non-conforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. **Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension to the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

Uniform Terms and Conditions

- B. Gratuities. The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor 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 School District/Public Entity. In the event of 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 School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform General Terms and Conditions, the School District/Public Entity 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 provide written notice of the termination and the reasons for it to the Contractor.
 2. 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 School District/Public Entity.
 3. The School District/Public Entity 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 School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

9. **Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and AAC R7-2-155 through R7-2-1181 and rules adopted thereunder.

10. Integrity of Proposal

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to any employee of the School District/Public Entity in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted proposal or any resulting contract.

11. Offshore Performance

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

12. Contractor’s Employment Eligibility

By entering into this contract, Contractor warrants compliance with ARS §41-4401, §23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any Contractor or Subcontractor performing work under this Contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

13. Terrorism Country Divestments

Per A.R.S. 35-392, the School District/Public Entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

14. Scrutinized Business operations

Per A.R.S. 35-391, the School District/Public Entity is prohibited from purchasing from a company with scrutinized business operations in Sudan.

Per A.R.S. 35-393, the School District/Public Entity is prohibited from purchasing from a company with scrutinized business operations in Iran.

Per A.R.S. 35-393, the District is prohibited from purchasing from a company that is engaged in a boycott of Israel.

15. Fingerprint and Background Checks

In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. Additionally, contractor shall comply with Governing Board Policies of the Vail Unified School District.

16. Clarifications/Discussions

- A. Clarifications. Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. It is achieved by explanation or substantiation, either in a written response to an inquiry from the School District/Public Entity or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Proposal, except to the extent that correction of apparent clerical mistakes results in a revision.
- B. Discussions. After initial receipt of statements of qualifications, the School District/Public Entity reserves the right to conduct discussions with Offerors whose statements of qualifications are determined to be reasonably susceptible of being selected for the short list of vendors to receive the Request for Proposal. Discussions occur when oral or written communications between the School District/Public Entity and the Offeror are conducted for the purpose of clarification and to ensure complete understanding of the statement of qualifications, the proposed contract, and/or relative methods of approach for providing the specified construction services. The School District/Public Entity will not help the Offeror bring its statement of qualifications up to the level of other such statements through discussions. During any discussions, the District will not provide any information about other Offerors statements of qualifications.

17. Confidential/Proprietary Information

- A. Confidential Information Request. If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District/Public Entity of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Offeror in writing of such determination.
- B. Pricing. The School District/Public Entity will not consider pricing to be confidential or proprietary.
- C. Public Record. All Proposals submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official by appointment.

Special Terms and Conditions

SPECIAL TERMS & CONDITIONS

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to provide the Vail Unified School District No. 20 with Web Content Filtering Services compliant with the Children’s Internet Protection Act (CIPA).
2. **PRE-PROPOSAL CONFERENCE INFORMATION:** There is no pre-proposal conference for this solicitation.
3. **CONTRACT TYPE:** Fixed price – Prices shall be firm for the term of the contract. Price negotiations are only available upon annual contract renewal.
4. **PRICE CLAUSE:** Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal.
5. **OFFEROR REQUIRED CONTRACT/AGREEMENT:** If the Offeror will require the School District/Public Entity to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The District reserves the right to accept or reject all or part of the agreement.
6. **CONTRACT TERM:** The contract term shall be for one year, effective upon vendor contract acceptance and the issuance of a Purchase Order; unless terminated, canceled or extended as otherwise provided herein.
7. **CONTRACT EXTENSION:** The Vail Unified School District No. 20 anticipates awarding a one year contract, effective upon vendor contract acceptance and the issuance of a Purchase Order, with the option to renew annually up to four (4) years thereafter.
8. **DEMONSTRATIONS:** A pilot of the proposed services shall be **required** for this RFP. During the evaluation period the offeror must make the proposed Web Content Filtering Service available to the District for one (1) week in order to perform a live pilot. A District representative will contact all responsive vendors the first week of April to schedule the demonstrations
9. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1047, the School District/Public Entity shall issue a written request for best and final offers. If Offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer.
10. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the District requires an offer in response to this solicitation to be valid and irrevocable for 90 days after the opening time and date to allow the District sufficient time to evaluate the responses.
11. **EVALUATION:** Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP. If several proposals are very closely ranked, the District may call for interviews to assist in the decision-making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interests of the District. Evaluation criteria are listed on Page 20 in the relative order of importance.

Special Terms and Conditions

Evaluation Criteria:

- A. **Cost of Eligible Services – 25 points** To include the Service Provider's proven ability to provide innovative, cost-effective service.
 - B. **Responsiveness – 20 points** Vendors ability to respond to the scope of work and requirements outlined in the solicitation.
 - C. **Vendor Qualifications – 15 points** To include but not limited to: organizational structure, qualifications of key staff, customer service plan, etc.
 - D. **Experience – 15 points** Relevant experience and past performance. Proven ability with projects of same or similar type, size, scope and complexity. Number of years and customers that reflect this experience. Ability to remain on schedule.
 - E. **Demonstration – 15 points** to include a live demonstration of the proposed system for a one week period.
 - F. **References – 10 points** a minimum of three (3) references. See Page 29 for reference form. References shall not be requested from employees or board members of the Vail Unified School District No. 20. References should be from within the last two (2) years, and should have current contacts listed. Arizona K-12 School District references are preferred, but not required. Evaluation committee members may choose to contact references for details regarding vendor's services.
12. **AWARD BASIS:** This contract is intended to be a single award for the service outlined in this solicitation. Awards will not be based on price alone, it will be determined by the evaluation criteria identified herein. The District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.
13. **DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to the District premises. The Contractor shall hold and save the District free and harmless from liability of any nature or kind arising from use, trespass, or damage occasioned by the Contractor's operations on premises or third persons.
14. **BILLING:** All billing notices **shall** be sent to the district's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Invoices must breakdown the costs for each service/part. Payment will be made only after submission of proper invoices as required by the District and within applicable State law and satisfactory acceptance of the services. Payment of any claim shall not preclude the District from making claim for adjustment on any services found not to have been in accordance with the general conditions.
- No legal liability on the part of the District for any payment may arise for performance under any contract resulting from this RFP beyond the current fiscal year unless funds are made available for continuing such contract. Funding for this project is contingent upon availability of District funds at the time of contract award and at each renewal period.
- The District may undertake or award contracts for additional services and the Offeror shall fully cooperate with such other service providers or employees. The District shall equitably enforce this section as to all personnel, to prevent imposition of unreasonable burdens on any one area.

Special Terms and Conditions

Invoices are to be mailed to:

Vail Unified School District No. 20
Attn: Accounts Payable
PO Box 800
Vail, AZ 85641

15. **REFERENCES:** Provide a minimum of (3) three references from organizations, preferably within Arizona, from within the last two years. The references should be for similar services/goods. References shall not be requested from employees or board members of the Vail Unified School District No. 20.
16. **CONTRACT CANCELLATION:** This contract is subject to cancellation pursuant to A.R.S. §38-511. This contract is critical to the District and the District reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any material obligation, term or condition of the contract. The District shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:
- a. The Contractor provides goods/services that does not meet the specification of the contract;
 - b. The Contractor fails to adequately perform the scope of work set forth in the specifications of the contract;
 - c. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
 - d. The Contractor fails to make progress in the performance of the contract and/or gives the District reason to believe that the contractor will not or cannot perform to the requirements of the contract.

The District may resort to any single or combination of the following remedies:

- a. Cancel any contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the Contractor.
 - d. In case of default, the District reserves the right to purchase materials, or to complete the required work in accordance with the School District Procurement Rules. The District may recover reasonable excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond; or
 - iii. Any combination of the above or any other remedies as provided by law.
17. **INSURANCE:** Offeror agrees to maintain such insurance as will fully protect Offeror and the School District/Public Entity from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the School District/Public Entity.

Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed

Special Terms and Conditions

and formally accepted. Failure to do so may, at the sole discretion of the District, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the District, and any insurance or self-insurance maintained by the District shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage under the insurance policies to protect the District.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided, to the District under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the District, at its option, may require the Contractor to secure payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The District reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The District shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the District's right to insist on strict fulfillment of Contractor's obligations under this contract. The insurance policies required by this Contract, except Workers' Compensation, shall name the District, its agents, representatives, officers, directors, officials and employees as Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery against the District, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Commercial General Liability - CONTRACTOR shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contract coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, he/she shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether

Special Terms and Conditions

owned, hired, non-owned), assigned to or used in the Performance of this Contract.

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$ 1,000,000 disease policy limit. In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

CERTIFICATES OF INSURANCE - Prior to commencing work or services under this Contract, Contractor shall furnish the District with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage's, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the District fifteen (15) days prior to the expiration date.

CANCELLATION AND EXPIRATION NOTICE - Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the District.

18. **LICENSES:** Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.
19. **REGISTERED SEX OFFENDER RESTRICTION:** Pursuant to this contract, the Contractor agrees by acceptance of this contract that no employee of the Contractor or a subcontractor of the Contractor, 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 Contractor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.
20. **CONTRACT DISPUTES:** Disputes arising from this contract shall be resolved in accordance with the School District Procurement Rules proposed and/or adopted by the Arizona Department of Education for contract claims disputes. The code's adjudicative process must be exhausted before a court system is allowed to rule on any dispute; and that contract disputes will be resolved consistent with the code. The code's adjudicative requirements supersede contractual alternative dispute resolutions.
21. **SAFETY:** Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.
22. **SAFETY DATA SHEETS:** When applicable, the Contractor shall provide Safety Data Sheets (SDS) that complies with OSHA Code of Federal Regulations (CFR) 29, section 1910.1200 for all chemicals intended for use in District facilities.
23. **OFFEROR'S EMPLOYEES:** Offeror agrees that the individuals provided to the District on a temporary basis are the Offeror's, not the District's employees.

Special Terms and Conditions

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that the Offeror and any employees working for the Offeror are the sole responsibility of the Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

- Workers' Compensation Insurance
- Federal and State Unemployment Taxes
- Federal and State Withholding and Reporting Requirements
- Unemployment Compensation Insurance
- Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with the District, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

The District will not provide the Offeror or its employees any business registrations or licenses that may be required. The District will not combine business operations with the Offeror.

In compliance with all applicable laws, the Offeror shall, at no charge to the District, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for the District to ascertain that there is no history of behavior that would make the individual unsuitable to work in a school setting. These checks must be completed before the individual provides any services to the District. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes 15-512 and/or 15-534, as applicable. At any time, the District will have access to and receive copies of the results of the Offeror's drug/alcohol test or fingerprint/reference/background checks.

At any time, and for any reason, the District may request or reject any of the Offeror's employees. Offeror agrees to comply with the District's rules, regulations, and policies, as the District may modify from time to time.

No one except authorized employees of the Contractor is allowed on the premises of the Vail Unified School District. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of the employee from District buildings. It shall be a requirement of the Contractor to have all staff performing work at the District sites pass security screening.

24. **REMOVAL OF CONTRACTOR'S EMPLOYEES:** The Contractor agrees to use only experienced, responsible and capable people in the performance of the work. The District may require that the Contractor remove from the job covered by this contract any employee who endangers persons or property, or whose continued employment under this contract is inconsistent with the interest of the Vail Unified School District No. 20.
25. **FINGERPRINTING:** Please refer to paragraph fifteen (15) under "Uniform General Terms and Conditions."
26. **ENGLISH SPEAKING REQUIREMENT:** The Contractor's job supervisor and additional personnel as deemed necessary by the Operations Department must be literate and fluent in the English language. This requirement is necessary due to the following reasons that include but are not limited to:
 1. Warnings of emergencies and hazards,

Special Terms and Conditions

2. Preparation of reports as specified,
3. Communication with Vail Unified School District No. 20 Administrators and Staff.

Due to the significance of the above listed reasons, the English requirement is to enhance communications between the Contractor representatives, the Operations Department, and the District Departmental staff.

27. **EQUIPMENT AND SUPPLIES:** The Contractor shall furnish **ALL** equipment, materials and supplies necessary to properly perform the requirements under this contract and the scope of work.
28. **WORK OPERATIONS:** When applicable, hallways and walkways must never be used for storing equipment, supplies, or debris. All combustible materials must be stored in covered fire rated metal containers and disposed of daily.
29. **WORK SCHEDULE:** Services shall be scheduled and performed as requests are received by the District.
30. **MINIMUM WAGE RATE:** Contractor must pay a minimum wage, which conforms to Federal Regulations, to Contractor's employees engaged in the performance of service to the Vail Unified School District No. 20. If minimum wage requirements increase during the term of the contract, the contractor may request an increase based on the following:
 - A. The direct cost of the increase paid to the employee (below new minimum wage) plus F.I.C.A.
 - B. The increase will be allowed only for employees who are currently paid minimum rate or a rate less than the new minimum.
 - C. The increase will be allowed only on hours that the contractor can document through payroll records.
 - D. The Director of Facilities and the Director of Finance must approve the increase in writing prior to rate being invoiced. The Vail Unified School Governing Board must formerly approve any increase.
31. **ADDITIONS/DELETIONS OF SERVICE:** The District reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the Proposal price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the District.
32. **CONTRACT COMPLIANCE MONITORING:** The Director of Facilities shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the District all records and accounts relating to the work performed under this Contract.
33. **SECURITY AND PRIVACY:** The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The District shall be notified immediately upon receipt of any such order of court pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

Special Terms and Conditions

- 34. Confidential Information:** Confidential Information is any information of any kind, nature, or description that concerns any matters affecting or relating to the business or operations of the District; and/or the products, plans, processes, student data, employee data, or other data of the District. The awarded vendor shall keep any Confidential Information from the District in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to of this information to outside sources. The District reserves the right to immediately sever any Contract with the Vendor should any form of disclosure and/or misuse of Confidential Information take place. The District shall also be required to report the misuse of Confidential Information to law enforcement and/or all other appropriate regulatory agencies, as required by statute or District policy under the Family Education Rights to Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Genetic Information Non-Discrimination Act of 2008 (GINA), and the Social Security Protection Act of 2004 (SSPA).
- 35. INDEMNITY:** Offeror shall be entirely and solely responsible for its actions and the actions of its employees while providing services under this Agreement. Offeror agrees to indemnify and hold District and all employees harmless against all claims, demands, suits, awards and judgments made or recovered by any persons or agencies due to the actions of Offeror or its employees and/or subcontractors during the rendering of services under this Agreement.
- 36. COMPLIANCE WITH LAWS AND REGULATIONS:** All services rendered by the Offeror and its employees and/or subcontractors under or pursuant to this Agreement shall conform with and be in full compliance with all applicable laws, rules, ordinances and regulations adopted by or required by any federal, state, city or town governmental agency. Offeror shall obtain all necessary permits and licenses required.
- 37. MINIMUM:** For contracts requiring tangible goods, the District will not be bound to purchase a minimum quantity during the contract period. The District reserves the right to increase or decrease any estimated quantities.
- 38. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the right to obtain like goods or services from other sources.
- 39. INSPECTION:** All services/materials are subject to final inspection and acceptance by the School District/Public Entity. Services/materials failing to meet the requirements of this contract will be held at Offeror's risk.
- 40. OFFEROR RESPONSIBILITY:** The successful Offeror shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.

The successful Offeror shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of federal, state and municipality safety laws. Successful Offeror agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.

Special Terms and Conditions

The successful Offeror must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Offeror's responsibility to ensure continuation of service.

The successful Offeror must provide adequate training for all contracted employees providing services under this contract.

The successful Offeror must make employees aware of the requirements of the contract including but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

41. **LOCAL REPRESENTATIVE:** The district will require the awarded vendor to have a physical location within the United States, as well as a dedicated local representative within the United States who must have the capability to travel and visit the district on an as needed basis. Offeror shall assign one (1) staff representative dedicated to the VUSD contract and its execution. All costs associated with the one (1) staff representative shall be built into the contract's rate.
42. **AUTHORITY:** This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration of any resulting contract may be made without the express written approval of the School District/Public Entity in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
43. **DEVIATIONS TO PROPOSAL:** Any deviation from the general or special terms and conditions, specifications/scope of work, or instructions to Offerors shall be described fully and appended to the Deviation Form or on the Offeror's letterhead. Exceptions must be signed by an authorized representative of the company. Such appendages shall be considered part of the Offeror's formal Proposal. For the absence of any statements of deviation or exception, the Proposal shall be accepted as in strict compliance with all terms and conditions.

SCOPE OF WORK

Background

The Vail Unified School District No. 20 (VUSD) is currently soliciting a request for proposal from interested parties for a Web Content Filtering Services. VUSD is seeking a solution which protects the District's system from internet threats and that also enables the District's Technology Department to monitor, control, and enforce the District's Web Acceptable Use Policies. Additionally this solution must be consistent with the requirements of the Child Internet Protection Agency (CIPA).

VUSD is a growing school District that serves an estimated 2,100 staff members and more than 12,975 students enrolled in preschool through twelfth grade. VUSD, formed in 1903, is located in the southeastern corner of Pima County and includes within its boundaries a portion of the City of Tucson. VUSD has three (3) Administrative/Support Buildings and twenty-three (23) schools which include the following: eight (8) Elementary Schools, two (2) K-8 Schools, one (1) K-12 School, four (4) Middle Schools, four (4) High Schools, two (2) Pre-K, and two (2) Digital Learning Programs. VUSD is also in the beginning stages of building a new High School with an estimated opening date of July 2021. The growth rate for VUSD has been estimated at 2% annually.

Specification Requirements

VUSD student devices are ninety percent (90%) Chromebook and ten percent (10%) iPad. VUSD has approximately seven-thousand (7,000) student devices in service.

VUSD staff devices are ninety-five percent (95%) Mac OS and five percent (5%) Windows OS, with approximately one-thousand (1,000) devices in service.

Requirements for the Web Content Filtering Services are attached as **Exhibit A**. For evaluation purposes, compliance/deviation from these requirements must be noted. An explanation of the deviation along with the alternative solution proposed to meet the needs of the District should be included in the response.

References

Offeror is responsible for sending the Performance Evaluation Survey (**Exhibit B**) to each reference listed below. The offeror is responsible to follow up and ensure that the client has returned the survey to the Vail Unified School District No. 20 prior to the date and time due. Failure to request survey responses from clients listed may result in lower scores in the evaluation process.

Offeror shall list below a minimum of three (3) references for clients contacted that are similar in scope and size to this requirement.

Firm 1: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Firm 2: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Firm 3: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Firm 4: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

SUBMITTAL REQUIREMENTS

1. General

- 1.1 All interested and qualified Offerors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Offeror has read and understands this entire Request for Proposals (RFP), to include all appendices, attachments, exhibits, schedules, and addendum or amendments (as applicable) and agrees that all requirements of this RFP have been satisfied.
- 1.2 Proposals must be submitted in the format prescribed on the following page. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 1.3 The proposals must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.
- 1.4 All proposals and materials submitted become the property of the District.

2. Proposal Presentation

- 2.1 **One (1) original and three (3) copies** must be submitted in a sealed envelope/box with the **RFP number and Offeror's name and address clearly indicated on the package.**
- 2.2 The **Cost Proposal** portion of your response must be submitted in a **separate sealed envelope**. Only **one (1) copy** of the Cost Proposal Form is required. **Do not** include the Cost Proposal Form with the copies of your response.
- 2.3 In a **separate sealed envelope** provide **one (1) copy** of the proposal on a **USB/flash drive**. The electronic copy must contain the complete proposal, to include the Cost Proposal information.
- 2.4 The material must be in sequence and related to the RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. Please **DO NOT** spiral bind the copies of your proposal.
- 2.5 The District will not assume responsibility for any costs related to the preparation or submission of the RFP.

PROPOSAL FORMAT

The material should be **in sequence** and related to the RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal should conform to the format specified below and include, but not be limited to, the following:

Tab 1. Summary - this is to include Qualifications, Responsiveness, and Experience. See evaluation criteria page 20.

Tab 2. System Requirements - Address ability to perform requirements detailed in scope of services.

Tab 3. Exceptions/Alternatives - Detail any exception with this request.

Tab 4. Professional References – a minimum of three (3) reference are to be included. Additionally offeror shall send the Performance Evaluation Survey (Exhibit B) to a minimum of three (3) references. References shall not be requested from employees or board members of the Vail Unified School District No. 20.

Tab 5. Insurance Documentation/ Other Forms - Proof of worker's compensation and employer's liability insurance as required by law. Deviations and Exceptions Form, Confidential/Proprietary Submittals Form, Offer and Acceptance Form, Non-collusion Affidavit, Vail Vendor Application and Signed I.R.S. W-9 Form.

The proposal should be submitted in a three ring binder, or similar presentation format.

Please **do not spiral bind** the proposal or copies.

The Cost Proposal Form should be submitted in a separate sealed envelope, do not include the Cost Proposal Form with copies of your response.

PROPOSAL COST FORM (must be submitted in separate sealed envelope)

In a **separate sealed envelope**, provide a breakdown of all costs for a complete Web Content Filtering Services. Cost should be based on the scope of work requirements listed in the RFP. Please provide the following criteria:

1. Descriptive pricing shall be provided in your response to explain all costs that the District will incur the first year of implementation along with the consecutive four (4) additional years. Pricing to be submitted for the following areas:
 - Initial Setup
 - Yearly Support and Maintenance Fees
 - Estimate of cost for scheduled upgrades
 - Training, if applicable
2. Any multi-year discounts that may be applicable based on possible prepayment. Multi-year discount may be provided for up to four consecutive years.
3. Additional functionalities or software updates that operate with the proposed system, and the costs thereof, but which are not directly requested in this RFP.

The District reserves the right to add and/or delete services/goods to this Contract. Should a service or good requirement be deleted, payment to the Contractor will be reduced proportionally. Should additional services or goods be required from this Contract, prices for such additions will be negotiated between the Contractor and the District.

DEVIATIONS AND EXCEPTIONS

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

Exceptions (mark one):

_____ No exceptions

_____ Exceptions taken (describe – attach additional pages if needed)

Firm

Authorized Signature

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer.

_____ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform General Terms and Conditions, paragraph 17). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered. The School District/Public Entity will not consider pricing to be confidential or proprietary.

Firm

Authorized Signature

OFFER AND ACCEPTANCE

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.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Federal Employer Identification No. _____

Name: _____

Phone: _____

Tax Rate: _____ %

Fax: _____

Email: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

CERTIFICATION

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

- 1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75-5 or A.R.S. §§ 41-1461 through 1465 et. seq.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror complies and maintains compliance with the Federal Immigration and Nationality Act (FINA), ARS §41-4401 and §23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with E-Verify Employee Eligibility Verification Program.
5. In accordance with ARS §35-391, the Offeror does not have scrutinized business operations in Sudan.
6. In accordance with ARS §35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
7. In accordance with ARS §35-393, the Offeror does not have scrutinized business operations in Iran.
8. In accordance with ARS §15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
11. In accordance with A.R.S. §§ 35-393, the offeror is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

ACCEPTANCE OF OFFER

The Proposal is hereby accepted. The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Proposal as accepted by the School District/Public Entity.

This contract shall henceforth be referred to as **Contract No 19-006-23**. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed.

Awarded this _____ day of _____ 20__

Michelle Quiroz, Director of Finance

NON-COLLUSION AFFIDAVIT

State of)
) ss.
County of)

_____, affiant,
(Name)

the _____
(Title)

(Contractor/Bidder)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Bidder has not directly or indirectly induces or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

(Title)

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

Signature of Notary Public in and for the

County of _____

State of _____

PLEASE NOTIFY OF ANY CHANGES IMMEDIATELY



Vail Unified School District No. 20
 Attention: Purchasing Department
 13801 E Benson Hwy. Ste. B. Vail, AZ 85641
purchasing@vailschooldistrict.org

LEGAL BUSINESS INFORMATION		REMIT INFORMATION (For Purchase Orders)	
Business/Organization/Individual Name :		Make Checks Payable to:	
Street Address:		Street Address:	
Street Address 2:		Street Address 2:	
City:		City:	
State:	Zip Code:	State:	Zip Code:

BUSINESS CONTACT		REMIT INFORMATION	
Contact Name :		Make Checks Payable to:	
Email Address:		Street Address:	
Phone Number:		Street Address 2:	
Email for Receiving POs:		City:	
Web Address:		State:	

A copy of the Vail Vendor Application can be
 downloaded online at:
www.vailschooldistrict.org
 located in the Finance tab under Purchasing

BUSINESS & TAX INFORMATION							
Does Your Company Have Employees?				Yes:		No:	
Federal Tax ID or EIN:							
Indicate tax classification: Individual/Sole Proprietor ___ Corporation							
LLC (C) ___ LLC (S) ___ LLC (P) ___ non-profit ___ other							
Do you Remit Arizona State Sales Tax?				Yes:		No:	
If Yes, Add AZ Sales Tax ID # :							
DUNS # if applicable :							
Does your Company provide : Goods Services Both							
Please Describe:							
Are You a VUSD Employee:				Yes:		No:	
If Yes, Explain:							
Relative of VUSD Employee:				Yes:		No:	
If Yes, Explain:							
*If you are a member of one of the following Cooperatives, please indicate all that apply:							
COOPERATIVE	Yes	No	Contract #	COOPERATIVE	Yes	No	Contract #
State of AZ				National IPA			
MOHAVE				NJPA			
TCPN				City of Tucson			
1GPA				US Communities			
S.A.V.E.				OTHER			

Printed or Type Name:	Title:
Signature:	Date:

If you would like to be on the VUSD bidders list; please register on the site: azpurchasing.org

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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 of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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) _____

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

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 prevents backup withholding. For individuals, this is generally your social security number. For resident alien, sole proprietor, or disregarded entities, it is your employer identification number (EIN). For trusts, it is your trust identification number (TIN).

Note: If the account is in more than one name, enter the TIN for the account name and address on this form.

Security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- 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
- I am not subject to backup withholding. (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.)
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

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

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

A copy of the IRS form W-9 can be
 downloaded online at:
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Use the checklist below to ensure you have the required items included in your proposal.

- _____ Proposal original copy, to include:
 - _____ Addendum Acknowledgement(s); if applicable
 - _____ Confidential Proprietary Submittals Form
 - _____ Non Collusion Affidavit
 - _____ Deviations and Exceptions Form
 - _____ Offer and Acceptance Form
 - _____ Vendor Application
 - _____ W9
- _____ Copies of Proposal, number of copies required indicated on page 1 of RFP
- _____ Cost Proposal (sealed separate envelope)
- _____ Complete Copy of Proposal, to include Cost Proposal on USB (sealed separate envelope)
- _____ Attach the label below to the front of your proposal container

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

SEALED PROPOSAL

Do not open this package until the due date and time listed below

Submitted by:

Company Name:

Address:

City, State, Zip:

Deliver To:
Vail Unified School District No. 20
Attn: Purchasing Department – Tori Gamble
13801 E. Benson Hwy. Suite B
Vail, AZ 85641

RFP 19-006-23 Web Content Filtering Services
Opening Date: April 01, 2019 at 2:00 p.m. Local AZ Time*
***proposals received after this date and time will not be opened**

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