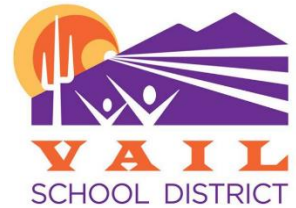


NOTICE OF REQUEST FOR PROPOSALS



Request for Proposal (RFP) Number: 22-002-27

Material and Service: Website Redesign, Development, and Hosting Services

RFP Issuance Date: March 29, 2021

RFP Due Date: April 22, 2021 Time: 2:00 pm local time

RFP Opening Location: Vail Unified School District No. 20
Calvin Baker Leadership Center, Purchasing Office
13801 E Benson Highway, Ste B.
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.**

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 twelve (12) 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.

One (1) electronic copy of the proposal on a **USB/flash drive** is also required. The electronic copy must contain the **complete proposal including the cost proposal information**. CD-ROM copies will not be accepted.

Additional instructions for preparing the proposal are provided herein.

Offerors are strongly encouraged to carefully read the entire Request for Proposal. Questions regarding this Request for Proposal should be directed in writing to:

Tori Gamble, Procurement Analyst
Email: gamblet@vailschooldistrict.org

Verbal inquiries will not be answered.

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NO BID RESPONSE

RFP# 22-002-27 Website Redesign, Development, and Hosting 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.

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
13801 E Benson Highway, Ste B.
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	Monday, March 29, 2021
Pre-bid Conference	N/A
Last Day for Questions/Addendums	Thursday, April 15, 2020 @ 10:00 a.m.
Proposals Due	Thursday, April 22, 2021 @ 2:00 p.m. Local AZ Time
Proposal Evaluations	<i>(estimated)</i> Monday, April 26, 2021 – Friday, May 28, 2021
Demonstrations	<i>(anticipated)</i> week of May 10, 2021
Recommendation to Governing Board	<i>(anticipated)</i> Tuesday, June 08, 2021

Demonstrations will be held the week of May 10, 2021; the exact day will depend on the evaluation committee’s availability. Responsive Offerors will be contacted to schedule demonstrations no later than the end of business day Friday, May 07, 2021. Offerors will need to be available the week of May 10, 2021 for demonstrations.

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

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

As used in this solicitation, the terms 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 shall require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) 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 will appear on the Solicitation cover sheet; or elsewhere within the Solicitation. An Offeror should raise any questions they 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.
- 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.
- 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
 - 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 John Carruth. 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.

- 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, 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.
 - 5. 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.

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.
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.
- 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 A.A.C 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 shall 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

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.

- A. Pricing. The School District/Public Entity will not consider pricing to be confidential or proprietary.
- B. 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.

18. Questions

Send all questions via email to Tori Gamble, Procurement Analyst, (gamblet@vailschooldistrict.org). Responses to questions shall be answered in the form of a posted addendum. **Questions received after April 15, 2021 at 10:00 a.m. will not be answered.**

SPECIAL TERMS & CONDITIONS

1. Purpose

The purpose of this Request for Proposal (RFP) is for the Vail Unified School District, referred to as “District”, to obtain a qualified offeror who can assist in the redesign, development, and hosting of the existing various District web sites.

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.

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. Offered prices must be held firm for the term of the contract (fixed price).

7. Contract Extension

The District anticipates awarding a one-year contract, effective upon vendor contract acceptance and the issuance of a Purchase Order. If all conditions are met during this period of time, this contract has the option to renew annually up to four (4) consecutive years thereafter.

8. Demonstrations/Interviews

Demonstrations will be required for this solicitation. **Due to COVID-19 and social distancing guidelines, all demonstrations shall be performed virtually.**

Demonstrations should highlight important requirements from scope of work including, but not limited to, front page website feature, back-end access and use, demonstrate ease of use and accessibility, ability to control multiple school sites, graphical and media-rich feature sets, communication tools, and ADA accessibility.

Offerors will be contacted no later than Friday, May 07, 2021 to schedule demonstrations. The online demonstration shall not exceed forty-five (45) minutes in length. After the presentation, the committee will be allotted fifteen (15) minutes for follow-up questions.

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 per the evaluation criteria outlined below:

- **Cost:** The price or cost of the Proposal. Price or cost is a significant factor but not the most important factor. **(45 points)**
- **Responsiveness:** The responsiveness of the Proposal to include the Offeror's overall project solution and the complexity of installation. **(40 points)**
- **Demonstrations:** A forty-five (45) minute online demonstration of the proposed software shall be presented to the evaluation committee. **(40 points)**
- **Qualifications:** To include but not limited to: organizational structure, qualifications of key staff, customer service plan, etc. **(20 points)**
- **Timeline:** Anticipated timeframe in which offeror believes the scope of work may be completed. Provide Gantt Chart. **(15 points)**
- **References:** Provide references from three (3) organizations, preferably from K-12 District's within Arizona, from within the last two years. The references should be for similar services/goods from similar sized projects. References shall not be requested from employees or board members of the Vail Unified School District No. 20. **(15 points)**

Pending the amount of responses received, the evaluation committee has two options in which the responses will be evaluated.

Option One:

If the committee receives more than ten (10) responses the evaluation process will be performed in **two phases**. The first phase of the evaluation will consider only the evaluation criteria of Responsiveness, Qualifications, and Timeline. Based on these three (3) criteria, the committee has the option to choose the top five (5) to ten (10) highest scoring responses, and these Offerors will be contacted for demonstrations.

The second phase of the evaluation will only be for the Offerors contacted for demonstrations. In addition to Responsiveness, Qualifications, and Timeline, this portion of the evaluation will take into consideration the evaluation criteria of Demonstration, Cost, and References. The highest scoring response, using all six (6) evaluation criteria, will be the Offeror recommended for award.

Option Two:

Should the District receive less than ten (10) responses, the evaluation will be performed in **one phase**,

and the evaluation committee will have the option to review a demonstration for all responses. The highest scoring response, using all six (6) evaluation criteria outlined, will be the Offeror recommended for award.

12. Award Basis

Awards will not be based on price alone; it will be determined by the evaluation criteria identified in this RFP. 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. Contract Award

It is anticipated that a contract will be a single award.

14. Multiple Award

The Vail Unified School District reserves the right to award as many contracts as needed for the best interest of the District. The award will be limited to the least number of Offerors that the District determines is necessary to meet its need. **No volume is implied or guaranteed for this solicitation.**

15. 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.

16. Billing

All billing notices **must** 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.

Invoices are to be mailed to:

**Vail Unified School District No. 20
Attn: Accounts Payable
13801 E Benson Highway, Ste B.
Vail, AZ 85641**

17. References

Please provide references from three (3) organizations, preferably from K-12 District's 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.

18. 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.

19. 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 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 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(is) 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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.

26. 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.

27. Fingerprinting

Please refer to paragraph fifteen (15) under "Uniform General Terms and Conditions."

28. 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,
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.

29. Equipment and Supplies

The District will not be responsible to furnish any equipment, materials and/or supplies necessary to properly perform the requirements under this contract and the scope of work.

30. 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.

31. Work Schedule

Services shall be scheduled and performed as required to meet the scope of work.

32. 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 Finance** must approve the increase in writing prior to rate being invoiced. The Vail Unified School Governing Board must formerly approve any increase.

33. 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.

34. Contract Compliance Monitoring

The Director of Technology shall monitor the firm's compliance with, and performance under, the terms and conditions of the Contract. The firm shall make available for inspection and/or copying by the District all records and accounts relating to the work performed under this Contract.

35. 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.

36. 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).

37. 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.

38. 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.

39. Minimum

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.

40. 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.

41. 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.

42. 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. The successful Offeror must be prepared to provide an adequate work force. 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 shall make employees aware of the requirements of the contract to include any information which may be necessary to properly provide the specified service.

43. 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, preferably Arizona, 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 District contract and its execution. All costs associated with the one (1) staff representative shall be built into the contract's rate.

44. 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.

45. 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.

COMPLIANCE WITH FEDERAL REQUIREMENTS

When a District expends Federal funds for any contract resulting from this procurement process certain certifications and provisions are required. Accordingly, the parties must agree that the terms and conditions within the Federal Funds Acknowledgment Form applies to the Contract between the District and the awarded Vendor(s) in all situations where the vendor(s) have been paid, or will be paid, with federal funds. Vendor shall affirm and acknowledge the attached form titled “Federal Funds Acknowledgment Form”. Failure to submit completed forms may deem your bid non-responsive, and the bid may not be accepted. Note that although all items shall be acknowledged on the Federal Funds Acknowledgment Form, items one and two apply specifically to Food Service Program purchases utilizing Food Service Funds.

1. Program Regulations

Contractor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contractor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. Contractor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contractor’s products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements.

2. Buy American Provision

Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantially” means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the “domestic” standard as described above (“non-domestic”) in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

3. Small Business, Minority-Owned Firms, And Women’s Business Enterprises

In accordance with OMB Circular A-110, the District shall make a positive effort to utilize small businesses, minority-owned firms, and women’s business enterprises (SMWBE), whenever possible by 1) ensuring that SMWBE are used to the fullest extent practicable; 2) making information on forthcoming opportunities available and arranging time frames for purchases and contracts to encourage and facilitate participation by SMWBE; 3) considering in the contract process whether firms competing for larger contracts intend to subcontract with SMWBE; 4) encouraging contracting with consortiums of SMWBE when a contract is too large for one of these firms to handle individually; and 5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce’s Minority Business Development Agency in the solicitation and utilization of SMWBE.

4. Disclosure of Lobbying Activities

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, Contractor must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)

5. Certification Regarding Lobbying

Pursuant to 31 USC 1352, Contractor must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. By signing the Offer & Acceptance form, Contractor shall certify that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. (Only applies to contracts over \$100,000).

6. Certificate of Independent Price Determination

Offeror agrees that all prices in this Offer 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 certification regarding non-collusion.

7. Civil Rights Compliance

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

8. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation

Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The SFA will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. (Only applies to contracts over \$100,000)

9. Contract Work Hours and Safety Standard Act

Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$2,500)

10. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing the Offer & Acceptance form, Contractor shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. Contractor shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)

11. Energy Policy and Conservation Act

Contractor shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871.)

12. Equal Employment Opportunity

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

13. Record Keeping

The books, documents, papers and records of Contractor pertaining to operations under this Agreement shall be available to the SFA at any reasonable time. These records are subject to inspection or audit by duly authorized representatives of the SFA, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place.

The SFA shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

14. Invoicing

Contractor fully discloses all discounts, rebates, allowances and incentives received by Contractor from its suppliers. If Contractor receives a discount, rebate, allowance, or incentive from any supplier, Contractor must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).

No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in Contractor receiving payments in excess of the Contractor’s actual, net allowable costs. 7CFR§210.21 (f)(2)

15. Termination Clause

The contract may be terminated for cause and for convenience by the SFA. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)

SCOPE OF WORK

1. Overview – Project Objectives and Goals

The primary objectives and goals of the website redesign are as follows:

- A. **Interactive, Engaging, and Consistent Websites** – the District is seeking to redesign between twenty-five (25) and thirty (30) WordPress websites to an intuitive, easy-to-use interface which allows visitors to access these websites quickly and easily; regardless of the device they are using.

The District will continue to use WordPress or similar Content Management System (CMS) and is looking for the following features:

- Consistent layouts: limited and similar templates across each school's website
- Similar navigation for parents with kids at multiple schools
 - Consistent menu across the top of each school's website (components and order)
 - Banner capability and other content – push-able from district
 - Consistent links back to the district website and district wide functions in similar locations
- Multi-lingual (minimum of English and Spanish)

- B. **Purpose of our New Websites** – the new website should:

- Represent the District's brand and mission to visitors
- Attract potential employees and families
- Showcase the District in a way that highlights the benefits of joining the District
- Serve the needs of all users (current and prospective families and staff) with easy navigation to find what they are seeking
- Promote transparency of our organization by making it easy for the District to share and post information, and for users to find and interact with the information
- Provide a pleasant and delightful experience to all users by making it easy for them to find what they want in a straightforward manner
- Be strategic, nimble, and focus on making the District content useful, interactive, and engaging. The District knows things will change in the future, and the District wants the site to have the ability to adapt and remain relevant.

- C. **Visitors** – The District takes a broad visitor-centric view of our community. The District views anyone who visits our websites or community as a potential member. The District website is our digital front door (curb appeal). The District's goal is to focus on the needs of our community and potential employees and families, and improve on our interactions and engagement with our existing member base.

- D. **Strategic Partnership** – The District is seeking a partner who understands K-12 educational organizations, and who will help guide the District to where we want to be today. The District is looking for a partner to provide ongoing services and support to keep the District current.

- E. **Research Based Design** – The District is looking for sites that meet the unique needs of our community; the District is not looking for a cookie-cutter or templated solution. Offeror's should employ a strategic research-based and data-driven process. The process should gather input, define expectations, and design a consistent, user-friendly navigation framework for the website that meets the needs of all users.

- F. **Responsive Site** – Visitors to District sites will utilize a wide variety of devices to access the websites including computers, tablets, and mobile smart phones. The new websites should automatically detect the screen resolution of any device and respond with a view of the site that is optimized specifically for that screen. This will ensure that all users will be able to view the site, no matter what device they are using.

- G. **Accessible Site** – The new websites should comply with Worldwide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA compliance) and Section 508 of the Rehabilitation Act of 1973. In addition, the Offeror should follow best practices, voluntary standards, and guidelines developed by the World Wide Web Consortium’s (W3C) Web Accessibility Initiative (WAI), and train our users in creating accessible content.
- H. **Flexible Solution** – The new sites should build upon proven and accepted website development standards while maintaining flexibility to easily grow and add new functionality over time and with minimal cost. The solution should also accommodate existing auxiliary department sites to maintain a unique look and feel but share overall infrastructure and features.
- I. **Robust Hosting Environment** – we are seeking a hosted website solution that should include:
- Hosting in SSAE 16 type II compliant data centers with redundancies for ISP providers, power and backups.
 - Guaranteed uptime of 99.9% backed by a Service Level Agreement (SLA)
 - Full disaster recovery to a backup data center with less than 60 minutes site restoration and less than 15 minutes data replication.
 - Complete Distributed Denial of Service (DDoS) mitigation solution to detect and mitigate malicious cyber-attacks.
- J. **Evolutionary SaaS Solution** – The Offeror’s hosted Software as a Service (SaaS) CMS should be in a state of constant evolution and improvement. The annual subscription fee should cover ongoing support plus regular monthly updates and improvements to existing features of the CMS and incorporate new enhancements and features over time. This will enable the District to adapt to an evolving marketplace and for the District’s sites to continually meet our customers’ needs.
- K. **Simplify and Streamline Administration** – The solution should:
- Simplify website administration, allowing users of all skill levels to update assigned sections of the website.
 - Streamline business operations and reduce the amount of time that IT spends on enhancing and maintaining the site.

2. Target Market and Audiences

Audiences served by the website will include:

1. Residents and potential residents (staff and parents)
2. Potential visitors to the community
3. Potential visitors interested in our organization mission
4. People of varying backgrounds, and varying reading and language ability
5. Local businesses operating in the community
6. Local and national media
7. Local school districts and students
8. Realtors, land owners and developers
9. State and Local Government and non-profit agencies that support, and complement, our community’s mission

3. Current Environment

This is a summary of the District’s existing website environment:

1. Existing Websites – twenty-five (25) to thirty (30) district and school websites
2. Content Management – Individual school sites and district communications team manage content

3. Website Platform – The sites have been developed with WordPress platform using multi-site environment.
4. Website Hosting – Sites hosted on District-owned virtual servers, LAMP stack.

4. Vision

Generally, the District is satisfied with the major components of the existing websites, however the District acknowledges that the design and layout can be improved, modernized, and streamlined.

The following section outlines and describes the design and CMS requirements as well as the technical infrastructure, planning, communication, training, maintenance, and support expectations.

- A. **Website Hosting Criteria*** - Currently, the district and school websites are hosted internally and use a total of approximately 150 GB. Offerors are required to submit solutions for off-site hosting and re-design of the websites. Not all content/files will need to be moved over to the new hosting provider, but will need unlimited storage.

The proposal must identify at a minimum the following:

1. Advantages to hosting
2. If there are any data limitations or required add-ons (if so, outline charges within the sealed Cost Form)
3. Hardware and software capabilities and requirements (server operating system, web design software, database engine, whether it is a dedicated or shared server, etc.)
4. Redundancy (server redundancy, describe the backup schedule, backup media, and backup storage locations)
5. Network Specifications (Internet bandwidth, Internet connection redundancy, and define available room for growth)
6. Maintenance fees (for needed technical updates/questions after implementation stage). Include these fees within the Cost Proposal.

*Any hosting services proposal must acknowledge the District's ownership in its information.

5. Offeror Experience and Development Criteria

Preference will be given to Offerors with experience developing education/school/district websites, with special attention given to Offerors' breadth of experience, references, number of years of experience, and expertise of staff.

Additional development criteria include:

- A. **Collaborative Effort** – The websites will be developed through the cooperation of an assigned District liaison and the Offeror; and facilitated under the supervision of a dedicated project management professional who is directly employed with the Offeror.
- B. **Skilled Team** – Offeror shall supply a team of user experience, design, and development professionals to supplement the development process led by the project manager. This team should include staff members skilled in education website user experience, navigation and information architecture, K-12 education website design, accessibility, and support and training of the content management system.
- C. **Proven Development Process** – Offeror should have a proven development process and flexible timeline structure that favors the availability and time commitment of the District.
- D. **Proven Content Management System** – The proposed content management software must be a proven platform (WordPress or otherwise) for website development and website architecture. Development that is requested and approved by the District should be performed by the Offeror utilizing agile software development methodologies that encourage collaboration between the developer and the District.

- E. **Internal Development Staff** - The District prefers an Offeror utilizing their own development staff rather than the subcontracting pieces of the project development to other organizations or individuals.

6. Design Guidelines and Qualifications

The design of the website should be welcoming, attractive, and created by a member, or members, of the Offeror's professional design staff. The final version of the design should be a collaborative effort between the District and the Offeror, incorporating elements that effectively represent the District's brand.

The Offeror should utilize a data-driven design process to gather information to complete a comprehensive redesign of the current websites.

The techniques should include the best practices of usability and user experience:

- A. **Homepage Heat Mapping** – the Offeror should use heat mapping to collect information about every action taken on the current site to review functionality and behavior. The heat mapping should include where people have clicked, scrolled, and hovered on the page.
- B. **Accessibility Validation (WCAG 2.0)** – the Offeror should analyze the accessibility of the current site and make recommendations for the new site.
- C. **Site Analytics** – the Offeror should utilize historical site analytics to understand patterns and information useful to the development of the new site.
- D. **Mobile Usability** – the Offeror should analyze the current site for mobile usability and review the mobile site statistics to understand the needs of the current visitors.
- E. **User Usability Testing** – usability testing allows Offeror to conduct user research with participants in their natural environment to test interaction and identify issues with navigation and layout.

Specific design guidelines include:

- F. **Accessibility** – Website design and associated elements should comply with WCAG 2.0 and Section 508 of the Rehabilitation Act.
- G. **Consistent Website Design** – Website design must remain consistent throughout all pages to maximize usability, except where differentiating between departments or sections of the website as requested by the District.
- H. **Design Overview** – Website design must be visually appealing, incorporating the District's and schools' colors and logo where appropriate.
- I. **Design Process** – The Offeror shall develop an original design for the District and over a period of time during the development of the website, consult with key members of the District website and school's redesign committee to make revisions and alterations to the Offeror's original design submission.
- J. **Easy Updating** – Design elements should include background images, photographs, logos, and buttons that are easily updated or swapped out by our staff at any time and without incurring any additional implementation or update charges.
- K. **Website Design and Content Ownership** – Ownership of the website designs and all content should be transferred to the District upon completion of the project.

7. Responsive Website

The Offeror is expected to produce a responsive website for the District to meet the needs of users accessing the site on a variety of devices, including computers, tablets, and smart phones. Offeror must have proven success in previous responsive design projects and WordPress. The solution should automatically detect the screen resolution of any device and respond with a view of the site that is optimized specifically for that screen. This will ensure that all users will be able to view District websites, no matter which device they are using.

The project is expected to include:

1. Clean visual design incorporating the District and/or school's logo and branding.
2. Responsive site creation that includes, but not limited to:
 - Creation of responsive templates
 - Creation of fluid grids
 - Navigation redesign
 - Taxonomy and site map
 - Image adjustments
 - Ability to adjust or modify responsive views on individual pages or templates

8. System Functionality

The Offeror's proposed CMS should be a web-based application that provides the core of the entire development process; being both the platform for development and the tool by which system administrators and contributors can update the new websites. The CMS may feature plug-in applications or modules that enhance the functionality of the website; though core features should center around ease-of-use, flexibility and, for ongoing stability, an established information architecture and hosting environment.

The CMS must allow non-technical content contributors the following abilities:

- A. **Administrative Dashboard** – The administrative portion of the CMS shall be accessible for all content contributors and feature a customizable interface that displays critical shortcuts, on-site items that require attention, recent activity logs, and an internal messaging system that displays administrative messages and updated information.
- B. **Automatic Sitemap** – The CMS should automatically create and update a sitemap and on-page breadcrumbs when content is added, edited, or removed from the site.
- C. **Content Expiration** – Notification of expiration of site content shall be received by content owners through notifications available via the CMS, including a dashboard administrative display and e-mail notifications. The dashboard should also detail the dates for when specific content was last updated and allow for notifications when certain time periods are reached.
- D. **Content Management** - A way to add, edit, and move content directly on an assigned webpage without the need to utilize or be trained on a back-end administrative system (i.e.: HTML).
- E. **Content Preview** - Content publishers must have the ability to preview changes prior to publishing on the site.
- F. **Menu Updates** – Content publishers should be able to add and update menu items if assigned the appropriate permission level.

G. **Online Help and Training Videos** – 24/7 access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses, and support-related updates through common social networking mediums.

H. **Page Templates**

- Content publishers must have the option to use pre-created page templates to assist in the formatting and development of new content.
- Content publishers should have the ability to place widgets or content blocks on page templates that serve specific purposes and streamline the template building process. Widgets can represent any key function such as calendars, directory, e-notification, FAQs, search. Widgets should have settings to customize their look and function to meet specific needs.
- Content publishers must have the option to share templates with and use templates from a wider community pool which shares consistent page development.

I. **Support Access** - Trained content creators of the CMS shall have access to live support via email or phone during Offeror's normal business hours.

The system should also include the following features for use by Administrative users:

J. **Approval Workflow** - The ability to manage administrative access to the sites through a permission system that defines in-system rights and workflows including content approval for both general content and modular applications that are included as a part of the CMS. Administrators should be able to define the workflow, assign the workflow to content groups and content types, and assign users to workflow rules. The system should support three or more approval levels.

K. **Activity Reporting** - A report detailing all changes and activity taking place on the websites through content contributors and administrators, which can be filtered by start and end dates, time, by content type and by action taken, and exportable.

L. **Content Categories** - Administrators shall have the ability to create content categories within CMS applications and modules and edit the parameters for categories.

M. **Emergency Live Support** - Designated administrators shall have access to live support for emergencies. Please specify the timeframes for emergency support.

N. **Graphics Administration** - Administration of on-site banners and graphics, with the ability to add new banners and on-site graphical elements and assign those elements to specified areas of the site.

O. **Login History** - A separate history report detailing user login history, including user type, the date and time of the attempted login, the IP address of the user, and whether or not the login attempt was successful.

P. **Menu Administration** - Administrators shall have the ability to add, edit, update, and move menu items affecting overall site structure and organization.

Q. **Permissions** - The permission system shall be divisible into both user administration and group administration, allowing permission levels to be attributed to groups to which users can be added.

R. **Site Search Statistics** - Access to site search statistics, including the ability to filter searched terms by date and time, which can also be exported.

S. **User-friendly URLs** - System should allow for creation of user-friendly URLs.

9. System Administration

- A. **Broken Link Review** - An administrative center for reviewing quality assurance, including detailing broken links on the websites, including the referring page location so that links can be corrected.
- B. **Dynamic Menu Structure** - A dynamic menu structure, with the ability to easily add, edit, move, and delete menu items in multiple structural areas of the site.
- C. **Infinite Menu Levels** - An infinite menu level system that allows the addition of an unlimited number of menu levels.
- D. **Infinite Page Structure** - An infinite page structure system that allows the addition of unlimited number of pages.
- E. **SSL Certificate** - Ability to add SSL certificates to encrypt data contained in site transmissions.
- F. **Website Analytics** - An administrative center for reviewing, filtering, and exporting overall website statistics including the ability to view statistics by page or section and presenting the information in a graphical representation.

10. System Features

- A. **Accessibility Add-ons** – Accessibility software embedded in the website that offers users access to larger fonts and audible content
- B. **Active Directory Integration** – The solution should have Active Directory integration for authentication.
- C. **Advanced Site Search** – Provide an internal site search that:
 - Users should be able to sort search results by date, content, title or relevance; users should be able to filter by type of content and easily apply advanced search techniques, such as Boolean, if desired.
 - Administrators should be able to tune the search results by using synonyms for common words or terms, and promote pages through the use of keywords.
 - Search functionality should search web content as well as the contents of files (PDFs, Word Documents, etc.)
 - Is contained exclusively within the {entity}'s site and not outsourced to an external page hosted by a search provider such as Google.
- D. **APIs, Import and Export** – Major components should have import and export capabilities, and API's should be defined.
- E. **Blogging** – Solution should allow the creation of multiple blogs to be used by different individuals or departments within the District. Blogging functionality should include the ability to tag or categorize posts, include a calendar, and add commenting functions.
- F. **Calendar** – Users should have quick and easy access to add, import, export, and update calendar listings, with editing methods available through a direct, front-end interface or a robust back-end interface. Ability to integrate with third party calendars (ie. Google Calendar).
- G. **E-Notifications** – A tool that provides a sign-up box allowing users to add their email addresses to receive important notices. Users should be able to set their preferences and should have their sign-up validated via a confirmation email. Functionality should be integrated with calendar, job postings, news, and formal solicitation posts.

- H. **Event Calendar** – An event calendar application that allows an unlimited number of calendar categories or types to be added to the site with an unlimited number of items allowed to be added within each individual category.
- I. **Form Creator** – Solution should have an online form development tool for the District to develop interactive forms:
 - Ability to have unlimited categories of forms with an unlimited number of forms in each category.
 - Ability for members to complete and submit forms electronically.
 - Method by which form data is stored in a database and can be exported in a usable format from the CMS.
 - Capability to merge forms with other applications of the CMS.
 - Ability to customize forms for other applications of the CMS and tie directly into those tools.
- J. **Solicitation Posts** – Solutions should include a solicitation posting area where formal solicitations can be posted along with amendments and updates. Solicitation postings should be schedulable and should have the capability to automatically expire on a certain date to ensure that the site is always up-to-date.
- K. **RSS Feeds** – Solution should have feeds to keep users and subscribers up-to-date on important events, news, and announcements from the website. Users should be able to subscribe from any RSS reader.
- L. **Service Directory** – A service directory organizes the functions of an organization instead of departments. This is key to serving the needs of the community by letting users search by topic or services. The service directory should allow users to search by keyword and should filter by category.
- M. **Embedded Audio/Video/Media and Social Media** - Easy embedding of audio, video, media, and social-networking applications with associated embed codes.
- N. **Emergency Alert** - Solution should have the easily visible and changeable emergency alert notifications that link to critical on-site information district-wide.
- O. **Emergency Home Page** - Solution should have the ability to create and easily swap out home pages for emergencies and other short-term purposes.
- P. **Third Party Integration** – Ability to integrate with existing third-party applications

11. Ongoing Services

We are interested in understanding the ongoing services that you provide to all customers, such as:

- A. **Access to On-Demand Training Library** – Do you have an on-demand library of training videos and materials?
- B. **Annual Consulting Hours** – Do you offer a certain number of consulting hours as part of the base annual fee? Can these consulting hours be used each to help us keep our website fresh and engaging? For example, we may have some mini-projects such as creating or redesigning buttons, refreshing images, etc.
- C. **Free Website Re-Design** – Do you offer a free site refresh at the end of our contract? What is included in the free re-design?
- D. **Training and Best Practice Webinars** – Do you offer regular training and best practice webinars? Are these webinars recorded and viewable at a later date?

12. Optional Services

We are also interested in understanding additional professional services available with your solution:

- A. **Accessibility Consulting** – Do you offer any assistance with helping us comply with accessibility issues and creating accessible content?
- B. **Advanced Website User Experience Analysis** – Do you offer any advanced services to provide an in-depth analysis of our user’s needs and expectations?
- C. **Content Strategy** – Do you offer any advanced training or assistance to help us with managing our content, working with users to write in the plain language style, or review our existing content?
- D. **Dedicated Account Manager** – Do you offer an option to have a dedicated account manager to contact for any support issues?
- E. **Monthly Office Hours** – Do you offer monthly office hours where we can call induring a set time to get answers to non-critical issues?
- F. **Premium Disaster Recovery** – Do you offer a premium disaster recovery solution beyond your base package that would give us 99.99% uptime guarantee and less than five-minute recovery time?
- G. **Site Analytics Reporting** – Do you offer ongoing assistance with helping us analyze our site statistics and recommending changes to make sure our website continues to meet our users’ needs?

13. Technology/Platform Requirements

Browser Support – The District is looking for the new websites to support mobile and desktop versions of Apple Safari, Google Chrome, Microsoft Internet Explorer and Edge, and Mozilla Firefox. The site should support all versions of the browsers that have been released within the last five years.

- A. **DDoS Mitigation** - The hosted solution should protect the websites against Distributed Denial of Service (DDoS) and other cyber-attacks and should be able to detect and mitigate malicious traffic within seconds. The solution should have a smart-detection technology that can identify the source and analyze the behavior of the attack.
- B. **Disaster Recovery** – In the event of any outage impacting the primary data center, the hosting solution must have a disaster recovery or backup data center where our website visitors will continue to be able to access our site. The Recovery Time Objective (RTO) should be 60 minutes or less, and the data replication (Recovery Point Object or RPO) should be 15 minutes or less.
- C. **Hosting Data Center and Backup Data Center** – The hosting platform must be in a certified data center (SSAE 16 Type II Compliant) with multiple layers of security access, redundant ISP providers, backup power and redundant generator, and firewall protection.
- D. **Page Load Time** – The solution should ensure that pages load on an average of 1.5 seconds of less.
- E. **Programming Experience** – Explain your firm’s experience with other programming capabilities that would be useful in developing websites.
- F. **System Uptime Guarantee** – The hosting platform should have a guaranteed uptime of 99.9% and be backed by a Service Level Agreement (SLA).
- G. **Web and Database Servers** – Preference will be given to Offerors that split website management between web servers and SQL database servers in order to optimize load time and efficiency in the hosting environment.

14. Maintenance and Support

The Offeror's CMS, including all features and modular applications associated with the CMS, must have qualified and available support included as a part of ongoing services to maintain the CMS, using guidelines, structures, and materials meeting the following criteria:

- A. **Support** – The Offeror shall provide access to live support available via e-mail or phone during the Offeror's normal business hours. The support team must be fluent in the functionality and uses of both the content management system's features and associate applications and modules.
- B. **Support Materials** – 24/7 access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses, and support-related updates through common social networking mediums.
- C. **Support Service Level Agreement** – In all submitted proposals, Offeror shall be able to produce a Service Level Agreement that details guarantee of customer support as well as a service escalation process.

While website content updates are to be managed by the District through the CMS, the Offeror must commit to regular maintenance and updating of the CMS and associated applications for the purposes of keeping the existing software up to date as well as introducing new functionality and applications.

Offeror shall commit to:

- D. **CMS Improvements** – Regular maintenance of the CMS to improve existing functionality and, when appropriate, take the Rehabilitation International requests into consideration.
- E. **CMS New Features** – Rolling upgrades of the solution that strengthen and update the CMS's functionality and associated applications.
- F. **Software Service Level Agreement** – In all submitted proposals, Offerors shall be able to produce a Service Level Agreement that details guarantee of upgrades and the dedicated process for improving the software purchased by the Rehabilitation International.

15. Additional Options

Although the District has specific requirements, the District is also interested in ideas from Offerors regarding their approach of redesigning the style of the various District websites. The District encourages respondents to consider and propose alternative solutions and recommendations. The District is particularly interested in specific web functionality that a responding Offeror may have already developed and deployed for other customers.

16. Gantt Chart

The District would like to implement the new websites as soon as possible. As part of this Request for Proposal, the District requests a Gantt Chart be provided within the Offerors response. The Gantt Chart should outline important milestones within the project and state the projected start and completion dates; taking into consideration a contract effective date of July 01, 2021.

PROPOSAL COST FORM

(Only one copy required. This form must be submitted in separate sealed envelope.)

The submitting firm shall provide a complete and detailed section on pricing and the pricing structure offered for the solution proposed. This section shall identify any and all costs that will apply including future maintenance and support fees.

Provide total costs for five years to implement Website Design and Hosting Services. Include any of the following that apply:

1. Initial Design, Migration and Launch Costs (year 1)
2. Annual Recurring Costs, Including Hosting (years 2-5)
3. Webpage Modifications
4. Continuing Technical Support
5. Maintenance Fees
6. Fees for Additional Website Requests
7. Training, Including Travel Costs
8. Any Other Costs

Cost should be based on the scope of work requirements listed in the RFP. The District reserves the right to add and/or delete services/goods to this contract. Should a service or good 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 Offeror and the District.

Prices shall be firm for the initial term of the contract. Price negotiations are only available upon annual contract renewal and shall be negotiated before the start of each fiscal year, which begins July 01.

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 Proposal (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 **Page 45**. 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 twelve (12) 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 within the copies of your response.
- 2.3 In a **separate 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.
- 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 to include Qualifications, Responsiveness, and Experience. Explain your organizations strategy for implementing and completing the scope of work within the RFP. Provide a Gantt Chart outlining important milestones in the project and the anticipated timeframe in which you believe the scope of work may be completed. Provide examples of other similar projects your organization has been able to successfully implement.
- Tab 2.** Key Personnel – this is to include all contacts that will be involved with the management of the contract between Vail Unified School District and the Offeror. Contacts should include staff members such as dedicated account representative, accounts receivable contacts, and both regional and local management. Email, phone, and any other pertinent information should be included for all contacts listed.
- Tab 3.** List of References – Insert **page 46** of RFP. List three (3) vendor references from within the last two years, preferably from Arizona K-12 Districts. 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.
- Tab 4.** 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 **original** should be submitted in a **three-ring binder**, or similar presentation format.

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

One (1) USB copy containing all information to include the Cost Proposal Form should be provided with the proposal original.

REFERENCES

Offeror shall list below a minimum of three (3) references for clients that are similar in scope and size to this requirement. Preferably references should be from K-12 District's 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.

Firm 1: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Email: _____

Firm 2: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Email: _____

Firm 3: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Email: _____

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 below – attach additional pages if needed)

Firm

Authorized Signature

CONFIDENTIAL/PROPRIETARY SUBMITTALS

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.

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).

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.

AZ Tax ID: _____
Federal Employer Tax ID: _____
Tax Rate: _____ %
Company Name: _____

Address

City, State Zip

For clarification of this offer, contact:
Representative: _____
Phone: _____
Email: _____

Signature of Person Authorized to Sign Offer

Printed Name, 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 complies 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 **RFP 22-002-27**. 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

CONFLICT OF INTEREST

The undersigned, the owner or authorized officer of _____
(the "Firm"), Hereby represent and warrant to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the Vail Unified School District, Superintendent of the Vail Unified School District, any employee of the Vail Unified School District.

_____ YES _____ NO

If NO, disclose relationship(s) below:

Company Name (Print)

Company Representative (Print)

Authorized Signature

Date



VENDOR APPLICATION

Please provide all information that applies.
Submit this form with a signed copy of your W9.

*The vendor is responsible to contact VUSD with any updates or changes.
 Questions? Contact Purchasing Analyst, Tori Gamble at (520) 879-2028.*

COMPLETE AND RETURN TO:
purchasing@vailschooldistrict.org
 Vail Unified School District No. 20
 Purchasing Department
 13801 E Benson Highway
 Vail, AZ 85641

VENDOR DISCLOSURES: (Required)

Yes* No Are you an employee for VUSD.
 Yes* No Are you a relative of a VUSD employee? If yes, who? _____
**If yes is answered to either question above a conflict of interest form must be on file.*

GENERAL VENDOR INFORMATION

Name of Business: _____
 DBA (if applicable): _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Main Business Phone #: _____ Website: _____
 Federal Tax ID or SSN #: _____ DUNS No. #: _____
 Tax Classification: Individual Sole Proprietorship Corporation LLC (C) LLC (S) LLC (P) Non-Profit

PURCHASE ORDER INFORMATION

Does Your Organization Accept Purchase Orders: Yes* No *By indicating YES, vendor agrees to Net 30 terms and understands payment will not be issued until services/goods are received, and an invoice is provided to the VUSD Accounts Payable Department.
 Business Name on Purchase Orders: _____
 Address on Purchase Order: _____
 City: _____ State: _____ Zip Code: _____
 Vendor Order Phone #: _____
 Vendor Order Email: _____

PAYMENT AND INVOICE INFORMATION

Pay to the Order of: _____
 Remittance Address: _____
 City: _____ State: _____ Zip Code: _____
 Accounting Contact: _____ Accounting Phone: _____
 Accounting Email: _____

USE TAX DETERMINATION

Do you have an Arizona Transaction Privilege Tax License? Yes No
 (If Yes, #: _____)
 Does your organization have a physical Arizona Location? Yes No
 Does your organization provide goods, services, or both? Goods Services Both

COOPERATIVE PURCHASING:

(Check all that apply and indicate award number for each contract)

Mohave # _____ City of Tucson # _____ S.A.V.E. # _____ NJPA # _____
 State of Arizona # _____ US Communities # _____ National IPA # _____
 NCPA # _____ 1GPA # _____ Partners Choice # _____ Other # _____

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.

Print or type. See Specific Instructions on page 3.	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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►	<input type="checkbox"/> S Corporation
	<input type="checkbox"/> Other (see instructions) ►	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Trust/estate
5 Address (number, street, and apt. or suite no.) See instructions.	Exempt payee code (if any) _____	
6 City, state, and ZIP code	Exemption from FATCA reporting code (if any) _____	
7 List account number(s) here (optional)	(Applies to accounts maintained outside the U.S.)	

**Copy – original can be downloaded at
www.vailschooldistrict.org
under the Finance Tab.**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided may be used for backup withholding. For individuals, this is generally your TIN, unless you are a resident alien, sole proprietor, or disregarded entity. For other entities, it is your employer identification number (EIN) or other TIN, later.

Note: If the account is in more than one name, see What Name and Address To Give the Requester for guidelines.

Social 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 because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 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-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.

- 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.

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

- ___ Proposal original copy, to include the following documents:
 - ___ Summary to include Statement of Qualifications, Responsiveness, and Experience
 - ___ List of Key Personnel
 - ___ Gantt Chart
 - ___ List of References
 - ___ Deviations and Exceptions Form
 - ___ Confidential Proprietary Submittals Form
 - ___ Offer and Acceptance Form
 - ___ Non-Collusion Affidavit
 - ___ Conflict of Interest Form
 - ___ Addendum Acknowledgement(s); if applicable (*vendor required to check azpurchasing.org for all posted addendum*)
 - ___ Vendor Application
 - ___ W9
- ___ Proposal Copies to include all documents listed above; number of copies required indicated on page 1 of RFP
- ___ Cost Proposal (**sealed separate envelope**)
- ___ Complete Copy of Proposal on USB, to include Cost Proposal (**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
Calvin Baker Leadership Center, Purchasing Office
13801 E Benson Highway, Ste B.
Vail, Arizona 85641

RFP# 22-002-27 Website Redesign, Development, and Hosting Services
Opening Date/Time: April 22, 2021 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
