



Request for Proposals RFP M-13-007

Content Filtering Solution

Monrovia Unified School District
325 E. Huntington Drive
Monrovia, CA 91016
(626) 471-2015

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1.0 INFORMATION AND INSTRUCTIONS

1.1 GENERAL INFORMATION

Monrovia Unified School District (MUSD), hereinafter is referred to as "The District," requests proposals from Vendors to provide:

Content Filtering Solution

The District is seeking a vendor to provide a content filtering solution. The District will consider either one proposal for all requested software and services or separate proposals by provider service areas. This request will replace existing web content filter.

Proposals will be accepted during the 21 day period that the District's Request for Proposals (RFP) is posted on the District webpage (<http://www.monroviaschools.net>). Proposals must be received at the issuing office address listed below no later than 2:00 P.M. PST on May 31, 2013.

The District reserves the right to choose one or more Vendors to provide the services listed in the RFP. The District reserves the right to accept Vendor proposals in whole or in part, therefore having the flexibility to select solutions and services that best meet the needs of the District and which may not provide the lowest price(s) submitted. The District further reserves the right to reject any or all proposals and to waive any immaterial irregularities in the proposal process or any proposal.

1.2 DEFINITIONS

Hereinafter, each company receiving this Request for Proposals is referred to as a "Vendor."

1.3 ISSUING OFFICE

**Technology Services
Monrovia Unified School District
325 E. Huntington Drive
Monrovia, CA 91016
(626) 471-2015 Fax: (626) 471-2077**

Mr. Jason Buchanan
Chief Technology Officer
jbuchanan@monroviaschools.net

Ms. Connie Wu
Chief Business Officer
cwu@monroviaschools.net

1.4 KEY DATES

Listed below are the important events and the target dates and project timeline:

A. Issuance of RFP	<u>May 10, 2013</u>
B. Return of Receipt Confirmation Form	<u>Upon Receipt of RFP</u>
C. Pre-submittal Question Period	<u>May 10 – May 31, 2013</u>
D. Response to RFP Due	<u>May 31, 2013, at 2:00 P.M.</u>
E. Public Proposal Opening	<u>May 31, 2013, at 2:01 P.M.</u>
F. Evaluation of Proposals	<u>June 3 - June 28, 2013</u>
G. Notification of Selected Vendor	<u>June 28, 2013</u>
H. Board Approval of Selected Vendor	<u>July Board Meeting</u>
I. Board Approval of Vendor Contract	<u>July Board Meeting</u>

1.5 CLOSING DATE AND TIME

Responses to this Request for Proposals, signed by the Vendor's authorized representative, must be received by the Issuing Office, not later than **2:00 P.M. Pacific Standard Time, May 31, 2013. Please note, no facsimile or e-mailed proposal responses will be accepted.**

1.6 VENDOR'S QUESTION AND ANSWER SESSION

Interested Vendors may call the issuing office for an appointment to visit District facilities and meet with District staff regarding questions pertaining to this Request for Proposals. The District reserves the right to limit the number of representatives attending such meetings.

1.7 VENDORS SOLUTION DEMONSTRATION

Interested Vendors will call the issuing office for an appointment to demonstrate the proposed solution at District facilities. During the demonstration district staff will evaluate and score the proposed solution on: Ease of use, Ease of management, Ease of expansion, The District reserves the right to limit the number of representatives attending such meetings.

1.8 PROPOSAL SUBMISSION

The original copy of the Vendor's proposal, complete with specification sheets along with one (1) additional copies and one (1) electronic (PDF) copy on a USB Flash Drive, must be submitted to the Issuing Office on or before the closing date. Faxed replies will not be accepted.

Each proposal shall be accompanied by the following documents as Indicated:

- (1) Proposal Response Form (Attachment A2);
- (2) Software Licensing Project Costs (Attachment A3);
- (3) Solution and Services Project Costs (Attachment A4);
- (4) Noncollusion Affidavit (Attachment A6);
- (5) Vendors Certificate Regarding Workers' Compensation (Attachment A8);
- (6) A written proposal including all items listed in Section 3.0 of this RFP;
- (7) References and Letters of Recommendation;

Proposals will not be accepted after the closing date and time. Vendors may not make modifications to their proposals after the closing date and time, except as may be allowed by the District as qualified in **Sections 1.9, 1.10 and 1.12**. The District will not be obligated in any way by the Vendor's response to the Request for Proposals. The Vendor's proposal and all supporting documents will remain at the District and will not be returned. Vendor shall also submit its proposal on a USB Flash Drive in Portable Document Format (PDF) format. Vendor costs related to preparing and issuing the Request for Proposals response and any subsequent negotiations with the District will be entirely the responsibility of the Vendor. All such documentation may be reproduced by the District, provided that such reproduction is made solely for **internal** use or for any purpose required by law.

1.9 INQUIRIES AND CHANGES

All inquiries regarding this Request for Proposals are to be submitted in writing (email is acceptable) and directed to the Issuing Office. All questions and responses will be posted to this RFPs web page at <http://www.monroviaschools.net> in a timely manner.

It is the responsibility of each Vendor to inquire about and clarify any requirements of this Request for Proposals, which are not understood.

Vendors must obtain their own information on all matters and things that may in any way influence them in making their Proposal and fixing prices.

If a Vendor discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this Request for Proposals, it must notify the District immediately in writing.

The District may, at any time, make and stipulate changes to this Request for Proposals.

The District may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposals. The District shall not be bound by oral or other informal explanations or clarifications not contained in written addenda.

1.10 MODIFICATIONS

Any Vendor desiring to change or modify its proposal must do so in writing prior to the closing date and time. All modifications must be submitted in sealed envelopes bearing on the outside the name of the Vendor, their address, and the RFP number and name of the project for which the proposal is submitted. It is the sole responsibility of the Vendor to see that its proposal is received in a timely manner. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Vendor unopened.

1.11 ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the proposal.

1.12 BASIS OF SELECTION

Cost will be the most heavily weighted factor in selecting the awarded vendor. The District will score each weighted factor on a 1-5 scale, 5 being highest. The Weighted scores will be added and the highest total score will be selected. If the district decides to select portions of the proposal (i.e., Software, Services...) the same scoring rubric will be applied to all portions of all proposals. The District will evaluate proposals from Vendors on the basis of:

1. 20% - The Vendor's cost proposal.
2. 15% - The Vendor's capability to provide a high quality solution as described in the technical documentation supplied by the Vendor in response to this RFP.
3. 15% - The Vendor's relevant experience, qualifications and success in providing content filtering solution services.
4. 5% - The quality of the proposal, specifically: Proposals shall be prepared in a straightforward manner, and shall describe the Vendor's offering(s) and equipment capabilities in a format that is reasonably consistent, comprehensible, and appropriate to the purpose.
5. 15% - The Vendor's proposal for additional features described in this document section 2.31.
6. 10% - The Vendor's additional service options as described in this document (section 2.3.4) and are advantageous to the District.
7. 5% - The contractual terms proposed by the Vendor which would govern any

contractual relationship with the District.

8. 10% - The Vendor's references (minimum of three) and written letters of recommendation from institutions which are comparable to the District.
9. 5% - The uniqueness or innovative aspects of the Vendor's proposal which are not contained in this Request for Proposals but are advantageous to the District.

1.13 WITHDRAWAL OF PROPOSALS

Any Vendor may withdraw its proposal either personally by written request, or by telephone request confirmed in writing at any time prior to the scheduled closing time for the receipt of proposals.

1.14 CONTRACTUAL OBLIGATIONS

The District has outlined mandatory contractual provisions that will govern any subsequent contract issued. Mandatory provisions cannot be modified in the Vendor's proposal.

Mandatory Contractual Provisions are listed in **Section 4.0**.

If the Vendor has any mandatory provisions or wishes to incorporate or use any Vendor standard terms and conditions, the Vendor shall append such materials to the proposal and indicate thereon any mandatory provisions contained therein. These will then be considered in the selection process. Unless a Vendor expressly and specifically provides otherwise in its written proposal, submittal of a proposal in response to this RFP shall automatically be deemed to constitute the Vendor's agreement to the District's mandatory contractual provisions.

1.15 TERM OF OFFER

The Vendor's response to this Request for Proposals constitutes an offer by the Vendor, which shall be open and irrevocable for a period of 90 days from the closing date specified in **Section 1.5**.

1.16 SELECTION PROCESS

The District will score all responses submitted within the guidelines noted in Section 1.11, using a rubric scoring system. **The District may also request that Vendor(s) submit various pricing options to allow for any additions, deletions, adjustments that the District may require. It is not the intent of the District to negotiate lower pricing nor is it the intent of the District to allow for new or significantly altered proposals, but rather, to ensure the District has the flexibility it needs to arrive at a**

mutually agreeable final contract.

If the District determines, in its sole discretion, that one Vendor is clearly more highly qualified than the others under consideration, it may decide to award a contract directly to that Vendor.

Because the District bases any decision to award a contract on the proposals submitted, each Vendor should include in its response to the RFP, all requirements, terms or conditions it may have and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

1.17 REJECTION OF PROPOSALS

The District may not necessarily accept the lowest cost or any proposal. At its sole discretion, the District reserves the right to reject any or all proposals received and to accept any proposal which it considers advantageous, whether or not it is the lowest priced proposal. The District is not under any obligation to award a contract, and reserves the right to terminate the Request for Proposals process at any time, and to withdraw from discussions with all or any of the Vendors who have responded.

1.18 CONFIDENTIALITY

The Vendor shall clearly mark "Confidential" all information regarding the items and conditions, financial and/or technical aspects of the Vendor's proposal, which in the Vendor's opinion are of a proprietary or confidential nature at the relevant item or page. The District shall declare and mark certain information about the District to be received by the Vendor as "Confidential". The Vendor must not disclose such "Confidential" information to any third parties unless authorized to do so in writing by the District. The Vendor and the District agree that the reciprocal obligations of confidentiality will survive the termination of any contract that might arise between the parties.

1.19 CONTRACT PROVISIONS BY REFERENCE

The District and the Vendor(s) with whom the District chooses to contract, if any, shall execute a mutually satisfactory written Agreement based on this Request for Proposals, the proposal(s) submitted and the negotiations regarding these. It is mutually agreed by and between the District and the Vendor that the District's acceptance of the Vendor's proposal by issuance of a written Agreement shall create a contract between the parties thereto containing all requirements, terms and conditions in the Proposal Response and this Request for Proposals except as may be amended in the written Agreement.

Any inconsistency between the District's terms and conditions as set out in the Request for Proposals and the Vendor's terms and conditions as set out in the proposal response shall be discussed during the Selection Process described in **Section 1.11** for the purpose of mutually agreeing on the final terms to be included in the written Agreement. Therefore, in the event of a conflict between the terms and conditions of the RFP and

information submitted by a Vendor, the terms and conditions of this RFP and resulting written Agreement will govern.

1.20 FINGERPRINTING REQUIREMENTS

The selected Vendor and all subcontractors used by the Vendor will comply with California fingerprinting laws for individuals working in proximity to students.

1.21 ANTI-DISCRIMINATION

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code § 1735. In addition, the vendor agrees to require like compliance by any subcontractors employed on the work by him.

2.0 CONTENT FILTER SOLUTION OVERVIEW

The intent of this RFP is to define the terms, conditions and requirements for a content filter solution. It is intended that the equipment, software and services described herein will be all inclusive and will not require the District to incur additional costs to achieve fully operational solution except for potential annual service and maintenance fees.

2.1 SCOPE

This RFP requests proposals for a content filter solution and continuing support. The support contract period will begin in July 2013, and continue through June 30, 2016, unless a different timeline is agreed upon.

The RFP Scope is in two parts: web content filtering and additional service options. Vendors may respond to all or part of the RFP, although a single integrated solution will be preferred. Responses should separate out each part.

Supplied solution will support modular, cost-effective growth in both number of users and bandwidth usage over next 3 to 5 years.

Support for Industry standards preferred.

2.2 CURRENT INFRASTRUCTURE

The current District web content filter is a Cisco Ironport S370 Web Security Appliance.

Network WAN Diagram and equipment models provided on request. The District utilizes a star topology for its network infrastructure. The 10 school sites are connected by a 1Gb fiber to the District Office (DO) for interconnectivity. A 1Gb fiber link connects the DO to Canyon Oaks High School (COHS). COHS is our Internet demarcation point with a 1Gb fiber connection to our Internet Service Provider (ISP).

Network routers, switches and WiFi access points are manufactured by Cisco. All IDF cabinets are connected to a centralized MDF cabinet with 1Gb fiber. Every desktop is capable of 1Gb connection speeds. We have the WiFi capacity for 7000 mobile devices.

The District has about 7,000 users, staff and students, 2000 computers and 700 iOS mobile devices.

2.3 SERVICE OBJECTIVES

The contracting vendor(s) must provide the following services:

2.3.1 Web Content Filtering:

Vendor will provide any and all necessary equipment, software licenses and services required to achieve the desired solutions described in sections 2.3.2, 2.3.3 and 2.3.4. Vendor will propose a solution that will integrate with existing hardware and allow for future expansion.

Proposed solution must support the listed features (provide a description of solution abilities and limitations for each feature):

- Web based management console that allows access to all features and provides real-time status and reporting
- Support for YouTube for Schools including HTTPS access (see <http://www.youtube.com/schools>)
- Forcing safe search and site content ratings limits
- HTTPS and SSL content inspection and filtering
- QoS (Quality of Service) or bandwidth management
- 1 year of web browsing logs and reports
- The capability to identify all users by username and IP address
- Support for iOS device authentication and control
- Describe support options and resolution process
- What is the minimal amount of servers and/or appliances needed to run your solution and still provide all of the features requested? If server based will it run in a virtual environment?
- Provide a list of content categories, their descriptions and example sites.

Proposed additional features of proposed solution (provide a description of solution abilities and limitations for each feature):

- Authenticate with multiple Microsoft Active Directories, forests, domains or subdomains

- Interface with a RADIUS server
- Delegation of control to mid-level administrators or role based policy administration
- Custom block pages
- Granular control for QoS and bandwidth management
- Granular application control
- Granular controls for social media content management
- Support for 1-to-1 environments and access control when devices are connected to third party networks
- Ability to control access of and identify a user who brings in their own device.
- Threat protection including detecting and blocking malicious website, malware and suspect user web traffic

Successful vendor will provide a demonstration of functionality, orientation and training on all proposed solution features.

2.3.2 Solution implementation planning and configuration:

Vendor will propose a solution installation and configuration plan following industry best practices and content filter provider's recommendations. Proposed installation and configuration plan will: describe how to achieve best performance; detail implementation schedule with estimated timelines and completion dates; include rollback/recovery provisions; configuration of software to support migration plan; include backup, disaster recovery and business continuity recommendations; installation of management tools; and functionality demonstration/training schedule.

Proposal must include all costs for all required services.

2.3.3 Migration of existing content filtering rules:

Vendor will migrate the existing allowed and blocked URL lists to the new solution. Vendor will replicate, as much as possible and appropriate, existing filtering rules, restrictions and configuration options on installed solution. Where existing configuration and rules cannot be replicated vendor will configure an alternative solution that provide desired functionality. After satisfactory demonstration of functionality old content filter will be decommissioned, District staff will perform this function.

Proposal must include all costs for all required services.

2.3.4 Additional Service Options:

Vendor may propose or describe additional service options included with their solution. Additional services may be:

- Hosted Learning Environment or Learning Management System (LMS)
- Anti-Virus
- Network Access Control (NAC)
- Mobile Device Management
- Firewall
- Other additional service options

Proposal must include all costs for all required services.

2.4 SYSTEM IMPLEMENTATION

The Vendor shall submit a plan to the District addressing how it intends to implement the solution installation and migration services requested in this RFP. Plan should include a detailed schedule, listing of any prerequisites, a recovery/rollback plan and description of tasks to be performed by vendor and District staff. Installation shall be undertaken with minimum impact on District personnel.

3.0 GUIDELINES FOR SUBMISSION OF PROPOSAL

In order to receive a uniform format of responses from all Vendors, the following guidelines for formatting the proposal have been outlined. All proposals shall be submitted in sealed envelopes bearing on the outside the name of the Vendor, its address, and the RFP number and name of the project for which the proposal is submitted. It is the sole responsibility of the Vendor to see that its proposal is received in a timely manner. Any proposal received after the scheduled closing time for receipt of proposals will be destroyed unopened.

3.1 EXECUTIVE SUMMARY

Include a summary of pertinent points in the proposal that you wish to highlight. Indicate hardware type, capability, available services, and Vendor support options.

3.2 VENDOR QUALIFICATIONS AND REFERENCES

Vendors are requested to provide a summary of their qualifications to both supply and support the software and services being proposed. Please supply a minimum of three references and letters of recommendation, and describe how the services provided to these references are similar to the services proposed to the District. School district/institutional references are preferred.

In addition, the Vendor shall also demonstrate that it possesses all appropriate licenses, and permits required by the regulatory agencies having jurisdiction these services. The successful Vendor will also provide an account representative and single point of contact for local maintenance and service.

Vendor will provide evidence of certification in the proposed solution. It is preferred that vendor also have and provide proof of Cisco Network certifications and/or Microsoft Certified Solutions Expert (MCSE): Active Directory.

3.3 PROPOSED SERVICES

Each Vendor shall describe how the proposed software and services meets the specifications set forth in **Section 2.2 and Section 3.8** including **complete detailed specifications** on all components of the proposed services. Any specifications, which cannot be met, shall be identified in the proposal.

3.4 WARRANTY, SERVICE AND SUPPORT

3.4.1 The Vendor shall propose a warranty for any equipment it offers. An explanation of the source, level and timing of maintenance servicing, and of responsibility for upgrades to the system, in both the warranty and post-warranty periods should be provided. The Vendor must clearly enumerate any charges associated with the warranty service which will be billed to the District during the warranty period, at what point overtime charges will begin to accrue, e.g. after the service representative has been on site for eight (8) hours, holidays, etc.

3.4.2 The Vendor shall propose an out of warranty service/support agreement including estimated charges for service calls and/or maintenance contracts for both hardware and software for each of the three (3) years following the termination of the warranty period. The proposal shall include service contract terms and conditions, fees and parts replacement charges. The Vendor shall also specify rates for normal working service calls on a time and material basis and availability of technical support by telephone for both hardware and software troubleshooting.

3.5 TRAINING

The Vendor shall describe and provide separate prices for training and educational programs for District personnel in the use (if applicable) of any proposed software and equipment. The Vendor shall identify the location of any off-site training locations being proposed, if any.

3.6 OTHER OPTIONAL RELATED SERVICES AND EQUIPMENT

List and describe any optional related software, services and equipment that are included in the proposal either at no extra charge or at a discount.

3.7 ADDITIONAL REQUIREMENTS OF SELECTED VENDOR

The Selected Vendor will be required to (if applicable):

Provide equipment for on site testing and evaluation, and be prepared to assist in the testing and evaluation process.

3.8 COSTS

Please provide a detailed cost for the various aspects of your services (If services are bundled enter an aggregate cost for your standard service offering).

All costs associated with the Vendor's proposal must be included in the quote submitted.

3.9 SIGNATURE

The proposal response must be signed in the name of the Vendor and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the Vendor. There is a box on the Proposal Response Form (**Attachment A2**) for this purpose.

3.10 AFFIDAVIT OF NONCOLLUSION

Each respondent must complete and sign an Affidavit of Noncollusion. The Affidavit of Noncollusion (**Attachment A6**) must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the Vendor.

4.0 MANDATORY CONTRACTUAL PROVISIONS

4.1 THE DISTRICT'S AUTHORIZED REPRESENTATIVES

The only persons who are or shall be authorized to speak or act for the District in any way with respect to any contract resulting from this Request for Proposals are those whose positions or names have been specifically designated in **Section 1.3**.

It is hereby declared and agreed by the Vendor that all proposals submitted to the District by the Vendor have been prepared on the basis on its own knowledge of the nature of the work to be performed or of the goods to be supplied, the location, quality, and character of the equipment and facilities needed, as well as the general and local conditions and all other such matters which can affect the Vendor's performance under any contract between the parties that might result from the Vendor's proposal.

The Vendor further agrees that it does not rely upon any information given or statements made by representatives of the District with regard to the Vendor's proposal or work to be performed.

4.2 AMENDMENTS

No amendment of a contract resulting from this proposal process shall be effective unless it is reduced to writing and executed by the District's Director of Business

Services and by the individual signing the Vendor's proposal or another individual named by the Vendor as specified in **Section 4.3 NOTICES** (below).

4.3 NOTICES

All notices provided hereunder shall be given in writing and delivered in person, by facsimile, overnight express, or by registered or certified mail, return receipt requested. Notice shall be deemed given when delivered, or deposited in the mail, or upon facsimile transmission and addressed to the other party as follows:

If to the District:

*Jason Buchanan
Technology Services
Monrovia Unified School District
325 E. Huntington Drive
Monrovia, CA 91016
Phone: (626) 471-2015
Fax: (626) 471-2077*

If to the Vendor:

*Vendor Contact Name
Vendor Name
Vendor Address
City, state, Zip Code
Vendor Telephone Number
Vendor Fax Number
Vendor Contact e-mail*

The person signing the Vendor's proposal in response to the District's Request-for Proposals, at the Vendor's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

4.4 INDEMNITY

The Vendor shall indemnify the District for all damage suffered by it due to the negligent actions or wrongful acts of the Vendor, its employees, subcontractors and/or agents. The Vendor shall indemnify and hold harmless the District, its Board of Education, its employees, students, subcontractors and/or agents from all claims, demands, losses, costs, damages, actions, suits, or proceedings initiated by third parties arising from the negligence of the Vendor, its employees, subcontractors, and/or agents.

4.5 INSURANCE

The Vendor with whom the District wishes to contract warrants and represents that it has the following insurance coverage:

4.5.1 GENERAL LIABILITY INSURANCE

General Liability Insurance with a limit of not less than \$1,000,000.00 inclusive per occurrence for bodily injury, (including death) and damage to property including loss of use thereof. Such insurance shall include coverage for broad form property damage, contractual liability, completed operations and product liability. The District shall be named as an additional insured on the policy, but only with respect to the operations of the Vendor in the performance of this contract.

4.5.2 AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance for a limit of not less than \$1,000,000.00 for all owned, leased or rented licensed vehicles used in the performance of the contract.

4.6 WORKERS' COMPENSATION

The Selected Vendor represents and warrants that it shall provide worker's compensation insurance coverage for all of its employees, contractors, subcontractors, and assigns in accordance with the laws of the State of California.

Employees of the Selected Vendor, its contractors, subcontractors, and assigns shall in no way be construed to be employees of the District for Worker's Compensation or for any other purposes.

4.7 APPLICABLE REGULATIONS

All equipment provided shall comply with all applicable local, state, and federal regulations.

4.8 GOVERNING LAW

Any contract resulting from this Request for Proposals shall be governed by and interpreted in accordance with the laws of the State of California.

4.9 ELECTRICAL APPROVAL

All electrical equipment used at the District must have U.L. (Underwriter's Laboratories) Approval.

4.10 ASSIGNMENT

Any agreement(s) made as a result of this Request for Proposals may not be assigned or transferred by the Selected Vendor without the prior written approval of the District.

4.11 COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any commitment made by a Vendor pursuant to its proposal shall be binding upon the Vendor. For the purposes of its proposal to the District, a commitment by a Vendor includes:

- 4.11.1** Prices and options committed to remain in force over a specified period(s) of time;
- 4.11.2** Any written warranty or representation made by the Vendor in a proposal as to hardware or software performance, total system performance, and other Content Filtering Solution, design or functional characteristics of a machine, software package or system.
- 4.11.3** Any written warranty of representation made by the Vendor concerning the characteristics of items described in **Section 4.11.2** above made during the course of negotiations whether or not incorporated into a formal amendment to the proposal in question; and
- 4.11.4** Any written representation by the Vendor in a proposal, support documents, side letters or other memoranda, or negotiations subsequent thereto as to training to be provided, services to be performed, prices and options committed to remain in force over a fixed period of time, or any other similar matter regardless of the fact that the duration of such commitment may exceed the duration of any contract that may be entered into by the parties.

4.12 INSTALLATION AND LIQUIDATED DAMAGES

- 4.12.1** The Vendor shall install equipment and/or software, ready for use, by an installation date (day, month, year) agreed to by the Vendor and the District in writing.
- 4.12.2** Any changes by the District to an order, or any part thereof, may require the establishment of a new mutually agreed to installation date. The District may delay the installation date by notifying the Vendor at least ten (10) days before the installation date previously established.
- 4.12.3** Failure of the Vendor to completely install the equipment and/or software by the agreed to installation date shall result in liquidated damages against the Vendor in accordance with the provisions of **Sections 4.12.6 through 4.12.7**.
- 4.12.4** If the equipment and/or software is not delivered thirty (30) days after the original delivery date, the District reserves the right to cancel the contract without further obligation. In the event of such cancellation, the Vendor shall be liable for liquidated damages in accordance with the provisions of **Sections 4.12.6**

through 4.12.7 through the effective date of termination.

4.12.5 Neither the Vendor nor the District shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

4.12.6 If the Vendor does not deliver all of the equipment and the specified software, including any special features and accessories included on the same order, and, as a result, no portion of the total system is ready for use on the installation date, then **daily** liquidated damages shall be paid by the Vendor, at the option of the District according to the following:

a) One (1) percent or the total purchase cost.

b) Actual damages to the District which can be documented and verified, when greater than 4.12.6 a.

When individual equipment or software components are not ready for use on the agreed-to installation date, liquidated damages shall be assessed in accordance with the provisions of **Sections 4.12.6a and 4.12.6b** for those components only; provided, however, if any such individual component prevents the operation of the entire system, the District may, in its sole discretion, consider the entire system nonoperational and, accordingly, the Vendor shall pay liquidated damages for the entire system.

4.12.7 If the Vendor provides substitute equipment or software on or before the installation date, the Vendor shall first notify the District in writing. It shall be within the sole discretion of the District to determine whether such substitute equipment is acceptable. In the event that substitute equipment is acceptable to the District, no liquidated damages shall apply to ordered equipment or software for which a substitute is accepted.

4.13 RISK OF LOSS OR DAMAGE (PURCHASED EQUIPMENT) AND TITLE

The District is not responsible for all risks of loss or damage to equipment supplied pursuant to a Vendor's proposal until clear and unrestricted title to such equipment is transferred to the District. Clear and unrestricted title for any-item of equipment purchased pursuant to a Vendor's proposal shall pass to the District on the date of acceptance.

4.14 ACCEPTANCE

The equipment supplied by the Successful Vendor must perform to the full satisfaction of the District. The District will require an evaluation period of 90 days from the date the equipment and software has been installed to determine the equipment's suitability and reliability on the network. The District will accept the equipment when it has performed with complete reliability within the 90 day evaluation period. The Successful Vendor shall correct deficiencies during the evaluation period until complete reliability is achieved.

Should the Vendor be unable to correct deficiencies within the 90 day period, the

equipment will be removed at the Vendor's own expense. All payments made to the Vendor shall be refunded in full to the District prior to removal of the equipment.

4.15 TERMS OF PAYMENT

Payment terms will be negotiated with the Successful Vendor(s).

4.16 TERMINATION AND CANCELLATION

The District shall have the unilateral right to terminate any contract formed between the parties in the event that anyone or more of the following events of default occur or continue during the term of the contract: (a) the Vendor shall fail to deliver the equipment or services required by the agreement or (b) the Vendor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the agreement or (c) the Vendor shall breach any of the other terms set forth within the agreement or (d) upon notice by the District of a material default.

4.17 GUARANTEE (WARRANTY)

The Vendor with whom the District wishes to contract shall provide a minimum 365 day warranty on hardware from date of acceptance on all parts and labor. Travel, shipping, and other expenses incurred due to warranty repair shall be included at no additional cost.

4.18 FINAL WARRANTY INSPECTION

Before the expiration of the warranty the Vendor shall provide a final inspection of all equipment and shall again test, and calibrate all equipment using the Vendor's own quality assurance procedures. The Vendor shall provide a complete certified record of all tests to the District's designee and demonstrate to the District's designee that the equipment meets specifications and operates in accordance with the performance characteristics outlined in the Vendor's proposal.

4.19 PATENT PROTECTION

The Vendor with whom the District wishes to contract, at its own expense, will defend any suit which may be brought against the District for the infringement of any patents, trade secrets or copyright by equipment or software furnished hereunder. The District shall give the Vendor prompt written notice of such suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If in the Vendor's opinion the equipment or software furnished hereunder is likely to or does become the subject or claim of infringement of the patent, copyright, or trade secret then the Vendor may, at its option, substitute for the alleged infringing

equipment or software, modifications suitably satisfactory to the District, or at Vendor's option and expense, obtain the right for the District to continue the use of such equipment or software. If the use of such equipment or software by the District shall be prevented by permanent injunction, the Vendor agrees to take back the equipment or software and refund the total amount the District has paid to the Vendor.

4.20 SOFTWARE

The Vendor shall provide the most current version of the software necessary to operate and maintain any equipment provided under this agreement. The District shall be provided a license by the Vendor for this software for the life of the equipment.

4.21 SOFTWARE UPDATES

For a minimum period of five years from the date of acceptance, the Vendor shall provide free software updates.

4.22 PARTS AVAILABILITY

The Vendor shall agree to provide the District with repair parts. Parts should be delivered within **forty-eight (48)** hours of notification to the Vendor of a part failure.

4.23 TAXES

The Successful Vendor is required to pay sales and use taxes assessed on the purchase or use of equipment or material purchased or used as part of the contract. Any applicable Taxes must be identified and clearly listed in the cost proposal.

4.24 ADAPTABILITY

In the event that a future product is purchased by the District from the Vendor for use in conjunction with this system, and that product does not directly, completely and properly function with the District's equipment and systems, the Vendor shall be responsible for properly integrating and making compatible that product with the District's equipment and system.

4.25 SECURITY REQUIREMENTS

The Vendor(s) with whom the District may choose to contract may be required to provide security in an amount and form acceptable to the District to ensure implementation of this proposal. This security could be in the form of a Performance and Payment Bond, an Irrevocable Letter of Credit or other form of security.

4.26 PRICE PROTECTION

The District will not pay any additional costs above those costs listed in a Successful Vendor's proposal for equipment, software, maintenance, etc. If the successful Vendor's general list prices for such items decrease prior to the date of acceptance or for six (6) months after acceptance, any contract entered into by the parties shall be modified to reflect such lower prices.

5.0 GENERAL TERMS AND CONDITIONS

5.1 THE CONTRACT

The Vendor(s) to whom the award is made shall be required to enter into a written contract with the District. The Request for Proposals, the proposal specifications and the Vendor's response will all be attached to, and become a part of the final contract document. The District reserves the right to implement portions of or to make amendments to the project scope and contract with the successful Vendor.

5.2 NON-APPROPRIATION OF FUNDS

For all periods subsequent to June 30 of the current fiscal year, and each fiscal year thereafter, and for any portion of a period subsequent to those dates, the contract shall be contingent upon the legislative appropriation of funds by the District for payments under any contract generated by this procurement. In the event funds are not appropriated for any such future period the District will not be obligated to pay any payments beyond the date of the Board of Education adoption of the Budget for the then current period for which such funds have been appropriated. The District agrees to notify the vendor of such non-appropriation of funds at the earliest possible time, in any event not to be less than thirty (30) days prior to Board adoption of the budget for the then current fiscal year. NQ payment of any nature shall be imposed upon or required of the District for non-appropriation of funds for future periods.

5.3 LICENSES

Each Vendor shall possess at the time this contract is awarded all licenses required by the legally constituted authorities having jurisdiction over the work. The Vendor will have all appropriate manufacturers' authorizations and certifications to offer, install and warranty the equipment and systems installed. The successful Vendor must maintain the licenses and manufacturers' authorizations and certifications throughout the duration of this contract.

5.4 CLEAN-UP

In addition to clean-up specified elsewhere, all parts of any installed equipment and installation work areas shall be thoroughly cleaned at the completion of any installation activities. Impacted facilities should be returned as much as possible to the condition they were in before the installation.

5.5 DRIVING ON GROUNDS

All due caution and care must be exercised when driving on school grounds. The successful vendor shall contact the principal of the school, administrator of the district site, or their representatives, and arrange for entrance thereon.

5.6 EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a Vendor whose proposal is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the Vendor's financial resources (including a fully audited and certified financial statement), its system maintenance and installation experience, and its organization's availability for the support of this system.

5.7 AFFIDAVIT OF NONCOLLUSION

Each Vendor will submit a signed Affidavit of Noncollusion with the proposal response. An affidavit form is provided in **Attachment A6**.

5.8 LATER PURCHASE OF ADD-ON ITEMS

Once the District awards a contract, the District reserves the right to add or delete additional equipment and services to the agreement throughout its life, based upon all terms, conditions, and rates of the agreement.

5.9 TECHNOLOGY CLAUSE

As technology advances, it is understood that improved or enhanced products and services may supersede existing products and services in both price and performance and yet be essentially similar. This Request for Proposals seeks to address the rapid advances in technology products and services by allowing functionally similar, identical, or improved products and services that may be available in the future, during the term of any resulting procurement contract with the District, to be included under the general umbrella of compatible product lines and services and are thus specifically a part of a Vendor's proposal response.

5.10 BID AVAILABLE TO OTHER SCHOOL DISTRICTS

Vendor agrees that this being a public bid, other school districts, as specified by Public Contract Code §20118 and §20652, may utilize the provisions of this bid pursuant to the terms, conditions, and specifications set forth herein.

The District waives its right to require other districts to draw their warrants in favor of this District and authorizes each district to make payment directly to the successful bidder. Quantities in this bid do not reflect usage by other districts.

PART A RFP PROPOSAL RESPONSE FORMS:

ATTACHMENT A1

RFP No. M-13-007 MONROVIA UNIFIED SCHOOL DISTRICT REQUEST FOR PROPOSALS RECEIPT CONFIRMATION FORM

Please complete this form and mail or e-mail **IMMEDIATELY** to:

*Jason Buchanan
Technology Services
Monrovia Unified School District
325 E. Huntington Drive Monrovia, CA 91016
e-mail: jbuchanan@monroviaschools.net*

Failure to return this form may result in no further communication regarding this Request for Proposals (RFP) for *Content Filtering Solution*.

COMPANY NAME:

ADDRESS:

CITY, STATE, ZIP CODE:

CONTACT PERSON:

CONTACT TELEPHONE:

CONTACT FAX:

CONTACT EMAIL:

*I have received a copy of the above noted Request for Proposals. **Yes, I will be responding to this Request for Proposals.** I hereby authorize Monrovia Unified School District to send further correspondence that it deems to be of an urgent nature by the following method (Please select one method only):*

Facsimile: 0

Telephone: 0

Email: 0

No, I will not be responding.

I understand that if I do not submit a proposal, this will not affect our company's status as a potential supplier to Monrovia Unified School District in the future. I also understand that if I do not return this form our company will not receive any further notices with regard to this Request for Proposals.

SIGNATURE:

TITLE:

DATE:

ATTACHMENT A2

RFP No: M-13-007 MONROVIA UNIFIED SCHOOL DISTRICT REQUEST FOR PROPOSALS

PROPOSAL RESPONSE FORM

Complete the following information and submit it as the cover page for your proposal.

Project Name: ***Content Filtering Solution***

Vendor's Name:

Vendor's Address:

Vendor's Authorized Agent:

Vendor's Telephone:

Vendor's SPIN No:

TO: MONROVIA UNIFIED SCHOOL DISTRICT ACTING BY AND THROUGH ITS GOVERNING BOARD, HEREIN CALLED THE "DISTRICT":

Pursuant to and in compliance with your Request for Proposals and the other documents relating thereto, the undersigned Vendor, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts (unless specified below), and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utilities and transportation services necessary to perform the contract and complete in a workman like manner all of the work required in connection with this proposal to provide:

Content Filtering Solution. This procurement will begin in July 2013, and continue through June 30, 2016 unless an alternative timeline is agreed to by the District.

All work will be completed in strict conformity with the specifications and standards outlined in the Request for Proposals (RFP) and any addenda issued relative to the RFP including addenda numbers: on file at the office of Monrovia Unified School District for the sum of ~~~~~ U.S Dollars (\$).

Note: If you are submitting a proposal on only a portion of this RFP, please stipulate in the following table which portions you are responding to and your proposed pricing.

I am making a proposal on the following section(s) of the RFP for the following sum(s). Please list all that apply:

PROPOSAL SECTION	DOLLAR AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL	\$

1. It is understood that the District may not necessarily accept the lowest cost or any proposal. It is understood the District, at its sole discretion, reserves the right to reject any or all proposals received and to accept any proposal which it considers advantageous, whether or not it is the lowest priced proposal. It is understood that the District is not under any obligation to award a contract, and reserves the right to terminate the Request for Proposals process at any time, and to withdraw from discussions with all or any of the Vendors who have responded.
2. It is understood that this proposal shall remain open and not be withdrawn for the period specified in the Request for Proposals.
3. It is understood and agreed that if written notice or the acceptance of this proposal is mailed or delivered to the undersigned after the opening of the proposal, and within the time this proposal is required to remain open, or at any time thereafter before this proposal is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the proposal as accepted, and that he will also furnish and deliver to the District the Performance Bond as specified in the Request for Proposals. All work will be commenced by the undersigned Vendor on the date stated by the District in the Request for Proposals.
4. All notices or other correspondence should be addressed to the undersigned at the address stated below.
5. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If the Vendor or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if Vendor or other interested person is an individual, state first and last names in full.)

1. The undersigned holds the following licenses and/or certifications:
2. All of the foregoing is agreed to by the following Authorized Agent(s).

License or Certification	License or Certification No.

Name
Address
Name
Address
Proper Name of Vendor
Date By
Signature(s) of Authorized Agent(s)

ATTACHMENT A3

RFP No: M-13-007
MONROVIA UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSALS
SOLUTION PROJECT COSTS

Project Name: ***Content Filtering Solution***

Please provide detailed descriptions and costs for the project. Use additional pages as necessary. You may use a detailed list with the same required information instead of this form.

Please indicate costs for the various aspects of the project:

		\$
	TOTAL COST:	\$

Name of Vendor's Authorized Agent: _____

Signature of Vendor's Authorized Agent: _____

Date: _____

ATTACHMENT A6 – NONCOLLUSION AFFIDAVIT

“NONCOLLUSION AFFIDAVIT” TO BE EXECUTED BY
VENDOR AND SUBMITTED WITH PROPOSAL

State of California]
County of _____] ss.

_____, being first duly sworn,

deposes (Name)

and says that he or she is _____

of _____
(Name of Company)

the party marking the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.”

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ at _____
California.

Signature

Title

SAMPLE FORMS

TO BE USED BY SUCCESSFUL VENDOR
FOR THE RESULTING CONTRACT

AGREEMENT FORMS
FOR THE CONTRACT

WORKMAN'S COMPENSATION

ATTACHMENT A7

**RFP No: M-13-007
MONROVIA UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSALS**

AGREEMENT

THIS AGREEMENT, made the ___ day of _____ 20___, in the County of Los Angeles, State of California, by and between _____

_____ hereinafter called the District and _____

_____ hereinafter called the Vendor,

WITNESSETH that the District and the Vendor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Vendor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

This agreement provides Content Filtering Solution.

As outlined in detail in Monrovia Unified School District RFP M-13-007.

IT IS THE DUTY OF THE Vendor to complete the work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article 6 below. The Vendor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Vendor shall not be excused with respect to any failure to so comply by any act or omission of the Architect Engineer, Inspector, Office of the State Architect or representative of any of them, unless such act or omission actually prevents the Vendor from fully complying with the requirements of the documents, and unless the Vendor protests at the time of such alleged prevention that the act or omission is preventing the Vendor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the district office within three working days of the date of occurrence of the act or omission preventing the Vendor from fully complying with the contract documents.

ARTICLE 2 -TIME FOR COMPLETION. The work shall be commenced on the date stated in the District's notice to proceed. The project is expected to commence approximately July 29, 2013. Installation and configuration work must be completed and accepted by August 21, 2013. Work not completed in conformance with the foregoing shall be subject to liquidated damages in the amount set forth in Section 4.13 of the Request for Proposals.

ARTICLE 3 -CONTRACT PRICE. The District shall pay to the Vendor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of _____

_____ Dollars (\$ _____), said sum being the total amount of the following amounts stipulated in the proposal:

ARTICLE 4 - HOLD HARMLESS AGREEMENT. The Vendor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, including attorney fees and costs, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and
- (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm, or corporation employed by the Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury of damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract.
- (c) The Vendor, at its own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officer, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the district, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 5 - PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 6 - COMPONENT PARTS OF THE CONTRACT. The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

Request for Proposals; Receipt Confirmation Form;
Information for Vendors (if any);
Proposal Response Form;
Software Project Costs;
Services Project Costs;
Proposal Detail for Content Filtering Solution including Recurring/Non-Recurring
Charges
Vendor's Response to Section 3.0 of the RFP;
Noncollusion Affidavit;
Agreement;
Certification of Workers' Compensation;
Addenda Numbers __, __, as issued (if any);

All of the above-named contract documents are intended to be complementary: Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT:

By _____
Typed or Printed Name

Title

By _____
Typed or Printed Name

Title

VENDOR:

By _____
Typed or Printed Name

Title

By _____
Typed or Printed Name

Title

Authorized Officers
or Agents

(CORPORATE SEAL)

ATTACHMENT A8

**RFP No: M-13-007
MONROVIA UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSALS
VENDOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700.

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.
- (c) ****"

I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

Signature(s) _____ Date _____

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)