REQUEST FOR PROPOSAL

SECURITY GATEWAY FOR EMAIL

April 9, 2018

Question Cut off: April 18, 2018 1:00 PM (our clock)
RFP Close Date: April 24, 2018 2:00 PM (our clock)

RETURN TO:
Technology Network Operations Center
Appleton Area School District
P.O. Box 2019
120 East Harris Street, Room L125
Appleton, WI 54912-2019

Proposal to be returned PRIOR to time and date above.

RESPONDENT'S CERTIFICATION
The undersigned, having carefully examined all of the documents pertaining to the subject project, including the project specifications, agreement, and Terms & Conditions, hereby proposes to furnish all required labor, materials equipment, tools and insurance to complete the work described in their proposal document in strict accordance with the project documents for the price set forth herein.

**Respondent's Certification must be signed by an authorized agent and returned with proposal.

Company Name _____________________________________
Address ________________________ ________________________
City ___________________ State _____ Zip___________
Telephone No. ________________________
Contact Name ________________________, Title ________________________

By ________________________
(Authorized Signature)

Email ________________________
OVERVIEW OF THE DISTRICT
The Appleton Area School District is a public school district located in Northeast Wisconsin in Outagamie County, serving the students of the Appleton area including Appleton, Grand Chute, and some portions of neighboring communities. The area is rich in cultural diversity; primary instruction is provided in three (3) languages (English, Spanish, Hmong). Over 16,230 pre-kindergarten through 12th grade students are served in our 37 schools by over 1,800 staff members. We are the sixth largest school district in the State of Wisconsin. Every Administrator, teacher, clerical staff and support staff has access to a computer in their work area. The District has a 1 to 1 Chromebook program in grades 9-12 and is expanding that program to grades 7 & 8 in the fall of 2018. Each schools wired and wireless network is connected to the District data center via district owned fiber at 10Gb. We have a 10Gb connection to the Internet.

PURPOSE
The District has published this Request for Proposal, hereinafter referred to as "RFP", in order to solicit firm price quotations for the procurement of a secure email gateway solution. The proposals should not include professional services for installation or configuration of the equipment. Those services will be negotiated separately from this RFP.

BACKGROUND
The District currently has an inbound-only traffic email security gateway solution, and is looking for a replacement gateway to inspect both incoming and outgoing email to protect against a multitude of threats.

PROPOSAL INFORMATION
Through this RFP process, the District desires to replace its current email security gateway, to include both inbound and outbound support. The proposed gateway solution needs to provide spam, virus, malware, phishing, and ransomware defense.

SCHEDULE
April 9, 2018: RFP released
April 18, 2018 2:00 p.m. CST: Deadline for questions which may be submitted to the Network Operations Center
April 24, 2018 2:00 p.m. CST: Proposals due
April 25, 2018 8:00 a.m. CST: Proposal opening
April 25, 2018 – April 27, 2018: Proposal evaluations stage one & two
April 30, 2018 – May 4, 2018: Vendor demonstrations
May 7, 2018 – May 9, 2018: Contract negotiations & award notification
May 25, 2018: Delivery of equipment

GENERAL CONDITIONS:
• All prices shall be quoted for inside delivery to the Technology Operations Center
  120 E. Harris St. Appleton, WI 54911
• Equipment must be delivered no later than May 25, 2018.
• The respondent(s) shall be in agreement with all provisions of the Request for Proposal. Any request for deviations/exceptions to the technical requirements, data requirements, and/or terms and conditions of the Request for Proposal must be explained in detail on supplier's letterhead and included in the proposal response.
• Proposal responses must include all of the information requested. Proposals may be rejected by the District if the respondent(s) fail to completely provide all information necessary for a complete understanding of the proposal or fails to answer all questions adequately.
• District reserves the right to waive any technical or formal errors or omissions, and to accept or reject in part or in whole any or all proposals submitted.
• Any award made will be to the respondent(s) whose technically acceptable offer will be the most advantageous to the District considering the evaluation criteria listed in the section.
EVALUATION CRITERIA.

- Any written statement made as part of the proposal, including the RFP may become part of the final contract. Any addenda to the respondent's original proposal, such as letters, facsimile, and any other written clarifications and commitments may also become part of the final contract.
- The District reserves the right to make multiple awards from this proposal.
- The effective period of contracts resulting from this proposal shall be one (or more) of the below.
  - June 1, 2018 through June 30, 2021 (37 months) or
  - June 1, 2018 through June 30, 2022 (49 months) or
  - June 1, 2018 through June 30, 2023 (61 months)
- Please provide itemized equipment pricing. Equipment pricing must include quantity and price per unit. Pricing for support/maintenance should include itemized per unit pricing for three (3), four (4), and five (5) year support terms. Support/Maintenance pricing must specify if the support is pre-paid (all year(s) paid in advance) or the district will be billed one year at a time on the anniversary date (a purchase order will be issued annually). Multi-year prepaid upfront support is expected to be discounted.
- Any addenda issued for this RFP will be posted to the AASD RFP page: http://www.aasd.k12.wi.us/district/district_departments_contacts/standards_curriculum/information_technology_integration/requests_for_proposals_bids/
- The District requires the warranty period to begin upon final acceptance by the District. Final acceptance shall be upon proper installation and implementation and testing of the system to applicable acceptance testing procedures. The length of warranty for each item offered shall be specified in the proposal.
- The respondent(s) guarantees prices for the system will not increase during the initial term of the agreement. If prices decrease during the term of this contract, the successful respondent must notify the District of the lower prices.
- The District reserves the right to cancel, at any time, any awards occurring as a result of this proposal, if it is determined by the Director of Purchasing that quality of product or vendor service/performance is unacceptable.
- The vendor will be required to indemnify and hold the District harmless from suits or actions of any kind, including worker's compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the vendor or his agents.
- All information shall be submitted at the dates and times indicated herein to:
  Technology Network Operations Center
  Appleton Area School District
  P.O. Box 2019
  120 East Harris Street, Room L125
  Appleton, WI 54912-2019
  SecureEmail2018@aasd.k12.wi.us
- All contacts regarding this Request for Proposal during the submittal preparation and evaluation period must be done in writing through the above e-mail address.
  - This restriction does not apply to:
    - District initiated communications by evaluation committee only to satisfy clarification questions as part of the evaluation process
    - Scheduled product demonstrations and vendor interviews during evaluation
      - In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.

SPECIAL CONDITIONS:

- Each respondent shall submit all information requested, in the order specified in the section below - Proposal Submission Requirements. Failure to do so may result in the proposal being rejected. Proposals shall be straightforward and concise and shall demonstrate the proposer’s ability to satisfy the requirements of the RFP.
- This process is a Request for Proposal. As such, only the names of the respondents shall be read at the opening of proposals. The District reserves the right to negotiate with one or more respondents in order to come to an acceptable contract agreement. Information in the proposals shall remain confidential until such time the District is ready to make the award.
- Vendor shall provide, and payment will be contingent upon, all invoices containing: equipment serial number(s) by purchase order line number, Hardware/Software support and/or subscription contract number(s) and corresponding term of the support/subscription formatted as dd/mm/yy – dd/mm/yy. Failure to provide any of this information on the invoice will result in delayed payments and vendor corrections until said invoice(s) are submitted in accordance with this requirement.
- The proposing firm shall submit one (1) original and three (3) hard copy of their response, along with one (1) electronic copy. The pricing must be submitted on a spreadsheet using Microsoft Excel.
• Proposals submitted in response to this Request for Proposal shall become the property of District and be considered public documents under applicable Wisconsin state law. Financial records marked as "Confidential" shall be returned to the vendor upon completion of the process.

• The District, at its discretion, may utilize a Best and Final Offer (BAFO) process. If this process is utilized, the purchasing agent shall submit to the Respondents most likely to receive the award, requests for specific clarification and allow vendors to enhance their pricing. The purchasing agent shall coordinate the Respondent’s responses for review by the evaluation committee. The purchasing agent shall be the SOLE point of contact throughout the process for all proposers.

• Respondent is responsible for downloading all addendum issued for this Request for Proposal. It is not the District’s responsibility to ensure that Vendor is notified of issuance of addendum.

• It may be necessary to receive Board of Education approval prior to issuance by the District of a purchase order to the successful Proposer or execution of a contract with the successful proposer. The District will make efforts to obtain Board approval as soon as reasonably possible.

PROPOSAL SUBMISSION REQUIREMENTS:
The Respondent’s proposal must provide the following information, clearly labeled, and in the order listed. Failure to do so may result in the proposal being rejected. Proposals shall be straightforward and concise and shall demonstrate the proposer’s ability to satisfy the requirements of the RFP.

Each bidder must provide the following information:

• Return Respondent’s Certification and any addendum signed by an authorized representative of the company.

• Proposed system(s) and functionality. Describe how your system meets and/or exceeds the Technical Specifications Solution Requirements.

• Item pricing, to include any shipping or other charges that may apply. All charges are to be listed separately. Include incremental costs for service upgrades, subscription fees, etc. Provide delivery timeframe after receipt of order.

• Provide warranty information for each item offered in the proposal.

• Provide three existing customer references serviced by the same proposed office (preferably K12 and/or institutions of higher education and/or institutions with similar business requirements) where your company has provided a similar product. Please include name, title, telephone number and email address of primary customer contact(s).

• Vendor must submit one (1) original and three (3) copies of their proposal in hard copy and one (1) electronic format copy enclosed in a sealed envelope clearly marked with the proposal name. Electronic files will be in Microsoft Office 2007 or higher (Word, Excel, Access, Project, etc.) format.

SOLUTION REQUIREMENTS:
Provide an overview of the architectural solution being proposed. At a minimum, the overview should include the significant hardware and software environments. The design should show how the solution solves the District’s need for a secure gateway. The design should depict how email data flows, is scanned, and finally passed onto intended recipient(s). Include system diagrams and formal documentation as appropriate.

DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN:
For hosted solutions, describe the major portions of the Disaster Recovery/Business Continuity (DR/BC) plans, including, but not limited to:

• Information on the DR and BC Plans used by the Respondent, including details on data centers used, data protection and support staff.

• How outages and issues are reported to customers, including any delays from time of issue and time of notification.

• Testing and maintenance of DR and BC Plan

• Describe any potential data loss in the event of the execution of the DR/BC plan and the procedures for identification and notification of data lost in an incident.

• Describe the solution’s implementation of fault tolerance including whether it supports immediate recovery/failover after an incident.

For non-hosted solutions, describe High availability and BC options, including, but not limited to:

• High availability within one data center

• BC with multiple data centers

• Physical hardware design and architecture of the solution if provided by the Respondent in regards to reducing downtime

• Interaction with industry-standard hardware if the solution leverages customer’s existing infrastructure
SPECIFICATIONS:
- Describe in detail spam inspection/protection of incoming and outgoing email.
- Describe in detail virus inspection/protection of incoming and outgoing email.
- Describe in detail malware inspection/protection (including malformed web addresses) of incoming and outgoing email.
- Describe in detail phishing and ransomware inspection/protection of incoming and outgoing email.
- Describe in detail attachment inspection/protection of incoming and outgoing email.
- Detail whitelisting capabilities (per user or globally).
- Provide details for end user quarantine viewing and releasing.
- Provide details for email DDOS protection.
- Provide details for directory harvesting protection.
- Detail alerts, notifications, and blocking of large amounts of email attempting to be sent (possible compromised account triggers).
- The scalability of the solution must also be clearly documented in the RFP response, addressing scalability beyond the performance specifications listed above for each specification. The response must address whether a forklift replacement of proposed equipment is necessary in order to increase capacity, whether other options are available (memory upgrades, interface upgrades, device pooling), and the increments in capacity increases that are possible.

REPORTING CAPABILITIES:
Address the following reporting requests:
- Does your solution support end-to-end message tracking reports? Provide detail.
- Is your solution capable of reporting on any failures or outages? Provide detail.
- System wide reports showing how many emails are: blocked, spam, contain malware, undeliverable, malicious links, or malicious attachments. Provide details and sample report(s).

MANAGEMENT CAPABILITIES:
- Provide detail on the proposed solutions processing alerts - The solution must provide inbound / outbound mail processing alerts for troubleshooting of shutdowns, and a queue release option.
- Administrator dashboard - does the solution provide the ability for administrators to access a graphical and table-based dashboard with click-through, drill-down detail (using percentage-based metrics, not definitive totals)? If yes, describe the user interface of the administrator's console/dashboard (e.g., fields, destination controls, queues, etc.), and the updated frequency of results displayed.
- Help function - does the proposed solution provide a task-based help function with recommendation settings for mail configuration options? Provide detail.
- Mobile device access to management interface - Does the solution provide the ability for mobile devices to access critical portions of the management interface? If yes, specify what types of mobile devices are supported.
- The solution must support SNMP polling of the necessary data for capacity planning related to the specifications defined above as well as any other product-related specifications identified by the Respondent (i.e. memory use above 80% signals the need for more capacity).
- Does the solution integrate beyond SNMP with Solarwinds for monitoring purposes?
- The solution must support secure automated backups, and it must include reasonable procedures for restoring configuration settings in the case of device failure or disaster recovery response, maintaining consistency in settings across replacement hardware.

SERVICE LEVEL AGREEMENT:
- Provide Service Level Agreements (SLA’s).
- For a proposed hosted solution, provide system up-time over the past 12 months.
- Provide detail of the ability to provide reports that explain unscheduled system outage and steps to prevent in the future.
- Provide solution upgrade philosophy, user effect and lifecycle.
- The Respondent must submit the yearly preventative maintenance schedule for the solution, including frequency (daily, weekly, monthly, quarterly, yearly, or other); beginning time (CST); and end time (CST).
- Provide detail on how we would receive any release notes or communication regarding new features or maintenance.
- The Respondent must submit a report of the solution's scheduled maintenance and unscheduled downtime for 2017 through current including the activities and duration for each maintenance or downtime window.
- Describe the proposed solution(s)' High Availability (HA) strategy including fault tolerance and fail-over.
- Describe approach to ensure system and data integrity.
• Any software covered in this agreement must contain maintenance, updates, and ongoing definition coverage that is either automatically applied or with minor maintenance from the District. Detail your coverage.

GENERAL REQUIREMENTS:

Materials and Equipment:
Provide information and requirements on what Information Technology components the District will need and what the District may need to configure/install. The equipment recommended in the proposed Solution(s) may be virtual or physical or SAAS/Cloud and must be “datacenter grade.” Solution must integrate with Office 365, Active Directory 2016. For on-premises, the Solution must be able to integrate with existing virtualization environment (VMware 6) running on HPE x86 technologies. Solution must support Outlook 2016 or greater and Office 365. The web client/portal should support modern desktop browsers, iOS, and Android. The solution must be able to support greater than 25,000 mailbox users, mail volumes of over 100,000 messages per a 24-hour period and over 3,000,000 inbound messages per month.

Implementation:
Provide a detailed plan for installation and implementation along with estimated hours for both your company and District staff to complete the installation, deliverables and milestones.

Training:
Provide a detailed overview of the training to the District Employees for system administrators to operate the solution.
• Discuss supplemental materials provided to support your solution including training manuals, quick reference guides, help files, tutorials, etc.
• Submit a written summary for ongoing support that will be provided.
• It is the District’s expectation the awarded Respondent will certify a minimum of three District Systems Administrators for maintenance and general day-to-day use. Detail the training for this.

License:
Provide license agreements and terms.

Value Added Services:
List any special resources, skills, or services the Respondent possesses which are not specifically addressed in the RFP, but would be available as part of an agreement with the successful Respondent. Demonstrate any advantages that would be realized by the District as a result of these resources.

PRICING:
Provide one (1) original on paper in a separate sealed envelope clearly labeled IV. COST PROPOSAL and one (1) electronic copy saved in a separate file in write protected PDF format.
• Describe in detail how your company will charge for the services described above. Please consider any applicable software, licensing, and service costs as well as any volume or interval or bundle discount opportunities.
  o To enable the District to evaluate scalability and term commitment against budget, all charges shall be itemized by unit and annualized if multi-year options are being offered. Provide pricing for each item by unit and include all offered volume pricing tiers. Detail if your pricing is per user, enterprise, etc. Include information for how invoicing any changes in services, would be handled (e.g., annual true-up, at time of exceed, etc.).
  o Include detail if your pricing is hosted or on premise, owned or subscription, with support or without support, etc.
  o When providing multi-year options Respondent must provide information on if the entire amounts shall be pre-paid or annualized.
  o Detail any applicable training and implementation cost, please itemize.
• Describe in full detail the cost for ongoing use of the services. Respondent shall include a 5-year pricing schedule.
• What, if anything, distinguishes your company from your competitors. Detail any value added services.
SELECTION PROCESS

Stage One
Proposals will be subjected to a two-stage evaluation and selection process. The first stage will begin with a review of the response to the proposal. A proposal must meet all mandatory requirements and functions to be considered.

- Proposals not meeting mandatory requirements or found to be incomplete will not be considered. Proposals not deemed within the competitive range will not be considered. The District may disqualify any Respondent for any reason without explanation.
- The District may choose to ask clarification questions in writing and include the additional information gathered in this process.
- Evaluation and rating of the responses will be based on:
  - Information provided by the Respondent in their response
  - Information provided by the Respondent in response to District clarification questions
  - Proposed system, functionality and scalability based on the information provided by the Respondent in their response
  - Organization of response so as to expedite evaluation

A short list of proposals will move into the second stage of the evaluation.

Stage Two
Proposals that move to stage two will be subjected to a more detailed evaluation that may include a manufacturer-based Demonstration. This demonstration would be conducted to explore in detail the proposed equipment, project plan and to discuss respondent qualifications and experience. Manufacturer/Respondent will have ten (10) days to provide the District with proposed unit(s) for evaluation. Manufacturer/Respondent will be responsible for all shipping costs incurred. References will be checked to address issues raised by the demonstrations and interviews or to answer detail questions not yet resolved.

Evaluation Criteria
The information listed below is in random order. Evaluation and scoring during the stage-two evaluations will be based on the following criteria:

- All information provided and scored in the stage-one evaluation
- Manufacturer demonstrations
- Quality of references
- Demonstrated ability to have provided similar solutions in a quality manner for other clients
- Pricing Schedule and the District's cost to implement – initial costs and future costs
- Respondent's financial stability
- The ability of the proposed solution to integrate into the existing District network
- The overall benefits to the District of the proposed solution
- The ability of the proposed solution to integrate into the overall program direction
- Proposed cost for services and equipment as well as total cost of ownership over time
- The overall approach to meet all specified requirements while maintaining the proposed schedule. The Respondent who demonstrates the most efficient and economical schedule while still meeting The District’s desired objectives and expectations shall be ranked higher.
- Technical quality and/or viability of the proposed solution
- Best and Final Offer (if requested).
TERMS AND CONDITIONS

SUBMISSION: Late bids will not be accepted. No oral, telephonic, telegraphic email or facsimile responses will be considered. A duly authorized official must sign this bid. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this bid as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements, and specifications herein. Should anything be omitted which is necessary to clearly understand or should it appear that various instructions are in conflict, the Respondent shall secure instructions at least 72 hours prior to the closing date and time.

AWARD: No award shall be made to any person, firm or corporation that is in arrears upon any obligations to the District, or that otherwise may be deemed irresponsible or unreliable by the Director of Purchasing or designee. The Director of Purchasing or designee reserves the right to waive any technical or formal errors or omissions and reject any and all bids or to make an award, either in whole or in part, by item, category, or total, whichever is deemed to be most advantageous to and in the best interest of the District. It is understood and agreed that the District reserves the right to modify conditions, specifications, and prices by mutual agreement with the selected Respondent.

MODIFICATION: Any alteration, erasure or interlineations by the Respondent in this bid may constitute cause for rejection by the Director of Purchasing or designee. Exceptions or deviations should not be added to the individual pages, but should be submitted on Respondent’s letterhead.

COMPLETION: Respondent shall complete all of the information requested for each item. Failure to do so shall constitute sufficient cause to reject any or all items offered if deemed to be in the best interest of the District. The District requests that this bid be completed using either black ink or black type.

ACCURACY: Accuracy of the quotation is the responsibility of the Respondent. Quotations may not be changed after the bid opening time and date. No dollar amount change will be allowed, only clarification as to the unit represented.

PRICING: The unit price for each item shall be for the unit of measurement specified. All trade discounts and terms of payment must be reflected within the unit price. All prices must be quoted at a firm price, F.O.B. Destination. Prices shall remain firm for the term of the contract. If prices decrease during the term of this contract, the successful Respondent must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing.

PAYMENT: The District payment terms are Net 30 days, unless otherwise negotiated. Payment shall be processed upon receipt by the District of an itemized invoice. Each purchase order shall be invoiced separately. All invoices shall be submitted to Appleton Area School District, Attn: Accounts Payable, P.O. Box 2019, Appleton, Wisconsin 54912-2019.

QUALITY: All goods furnished must strictly conform to the bid and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the Director of Purchasing or designee. In the event no quality is specified, the goods must be at least equal to the standards of the industry. The Director of Purchasing or designee shall have the right at all times during the performance of this Agreement to conduct such tests and inspections as is deemed necessary to assure Respondent’s compliance with this Agreement. The District will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

QUANTITIES: The District neither states nor implies that actual purchases will equal the estimate. It is the intent of this bid that the District be supplied with more or less of the materials according to actual needs. Do not bid groups of items together as “all or none.” Advise any minimum order quantities that apply.

SHIPPING: Unless an order specifies a different delivery point, all deliveries under this Agreement shall be F.O.B. destination. Title and risk of loss of all goods shall pass to the District upon final acceptance.

DELIVERY: Delivery dates must be specified on this bid. Time is of the essence. Delivery is part of the consideration and the advised delivery date given on this bid must be complied with unless otherwise instructed by the Director of Purchasing or designee. The District will not be responsible for any goods delivered or services performed without a purchase order signed by an authorized representative of The District.
SPECIFICATIONS: Manufacturer/brand name and numbers that reflect the level of quality expected may be given in lieu of specifications. In the event the District includes manufacturer/brand name and numbers as a part of the description of any item, the Respondent may submit quotations on that or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications and/or samples. When the description includes the wording “no substitute” in addition to the manufacturer/brand name and number, quotations will be accepted only on the item specified. The District reserves the right to make sole judgment as to acceptability of proposed equal products without qualification or explanation.

TABULATION: Copies of bid tabulation sheets will be available to Respondents upon request. Respondents may record information at the time of public opening.

SAMPLES: Samples of items, when requested/required, must be furnished free of expense and if not destroyed, will be returned upon request at the Respondents’ expense.

NON-COLLUSION: By submission of the bid, the Respondent certifies that the bid has been arrived at independently and submitted without collusion with any other Respondent and that the contents of the bid have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Respondent or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid.

GRATUITIES: Respondents are expressly advised that gratuities are not allowed. District employees may not accept any gift, service, honorarium, stipend or fee, or use their position for private advantage or personal, financial or material gain. The District will investigate reported violations. Respondents, whom the Director of Purchasing or designee finds to have violated these provisions, may be barred from doing business with the District; employees may be disciplined according to District Policy.

CANCELLATION: The District reserves the right to cancel without penalty, at any time, any awards occurring as a result of this bid. Time is of the essence. When a date is set for the delivery of merchandise or the performance of work, the merchandise must be delivered, or work performed, in accordance with the bid specifications or description on or before that date, or the order to the delinquent Respondent may be canceled and re-awarded. In such case, the District will have the right to buy merchandise or services at market price for immediate delivery. Any excess in cost shall be paid by the delinquent Respondent or deducted from any money due the delinquent Respondent.

COMPLIANCE: The Respondent agrees to comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes and secure all necessary licenses and permits in connection with this bid and any services to be provided hereunder.

GOVERNING LAW: Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Outagamie County, State of Wisconsin. The transaction shall be governed by the laws of the State of Wisconsin.

TAX: The District is a political subdivision of the State of Wisconsin and as such is generally exempt and not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. The District is also not liable for any franchise taxes or taxes related to the income of a contractor. No taxes of any kind shall be charged to the District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. The Respondent is hereby notified that when materials are purchased for the benefit of the District, some political subdivisions require the Respondent to pay sales or use taxes even though the ultimate product or service is provided to the District. These sales or use taxes will not be reimbursed by the District, nor will any prices be adjusted on account of such taxes.

HAZARDOUS MATERIAL: The Respondent represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished or services performed under the terms of the purchase order or contract issued in response to this bid shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Material Safety Data Sheets must be sent with the bid.

HOLD HARMLESS: The Respondent agrees to protect, defend and hold the District harmless from and against any claim or demand for payment or other claim based upon or related to the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of any work covered or materials and equipment furnished under this bid. All completed proposals and supporting documentation submitted shall be the property of the District.
INDEMNIFICATION: The Respondent agrees to indemnify and hold the District harmless from claims, suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, caused in whole or in part by or from the acts of the Respondent, its servants or agents. To this extent, the Respondent agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the District whenever such insurance, in the opinion of the District, is deemed necessary.

APPROPRIATIONS & APPROVAL: Any and all obligations of the District under this Agreement may be subject to annual approval and/or budgeting and appropriation by the District.

EQUAL OPPORTUNITY: In connection with the performance of any work under the bid, the Respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex, or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

INSURANCE: The vendor shall provide workers’ compensation insurance or shall self-insure its services in compliance with provisions of Chapter 102 of the Worker’s Compensation Act of the State of Wisconsin. A certificate of insurance may be provided, providing for such, or the contractor shall sign and file with Appleton Area School District. Vendor is aware of the provisions of Chapter 102 of the Worker’s Compensation Act of the State of Wisconsin, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provision of that code, and the company will comply with such provisions before commencing the performance of the work of this contract. The vendor shall maintain and shall cause each subcontractor to maintain Public Liability and Property Damage insurance to protect the vendor from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract.

CRIMINAL RECORD VERIFICATION: Successful Respondent will be required to complete Criminal record check on all employees who work on district property for this contract. Employees who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on District property for this contract. The Respondent must complete the district’s Criminal Records Check Certification. Each individual Respondent will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements.

TIME IS OF THE ESSENCE: It is to be understood that time is of the essence in this contract and that the vendor(s) will be required to perform work within the allowable time set forth as mutually agreed upon. The District and the vendor shall agree mutually on any changes in either the schedule or the rate of performance of the work which might either favorably or adversely affect such schedule.

PUBLIC RECORD: Proposals become the property of the District and may be returned only at the Districts’ option and at the responder’s expense. Information, excluding proposer’s financial information or information which the responder has clearly indicated as PROPRIETARY, contained therein shall become public documents subject to the Public Records Act.