



Purchasing Department
135 Van Ness Ave., Room 123
San Francisco, CA 94102

Department of Technology
555 Franklin Street
San Francisco, CA 94102

REQUEST FOR PROPOSALS (RFP)

*TO IMPLEMENT AND SUPPORT AN ED-FI UNIFIED DATA SYSTEM INFRASTRUCTURE
IN AMAZON WEB SERVICES*

RFP No. ED-FI 2018

PRE-PROPOSAL PROPOSER CONFERENCE

May 9, 2018 – 10:00AM- 12PM PDT
555 Franklin Street
San Francisco, CA 94102

Proposers will have an opportunity to meet with SFUSD staff to discuss the content of this RFP. A written question and answer document addressing questions from Proposers will be posted on the web following the conference. Attendance at this conference is encouraged but is not mandatory.

MAIL OR DELIVER PROPOSALS TO:

PURCHASING DEPARTMENT
135 Van Ness Ave., Room 123
San Francisco, CA 94102

May 23, 2018 – 2:00 PM PDT

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Definitions and Abbreviations

San Francisco Unified School District Terms	
District	San Francisco Unified School District
DoT	SFUSD Department of Technology
SFUSD	San Francisco Unified School District
Technology Industry Terms	
Agile process	Web development standard that includes short, rapid cycles (“sprints”) of user experience research, hypothesis testing, prototyping, design, coding, and testing/analytics.
API	An API (application program interface) is a set of routines, protocols and tools for building software applications that specify how software components should interact.
Backend infrastructure	The backend infrastructure of the content management system refers to the servers, databases, backup systems, and other technology that the CMS runs on.
Content owners/ providers	SFUSD staff who create, post and manage content on any SFUSD web property.
Data analytics	Using data of what users do, for how long and where on a website, among other criteria, to understand the current website usage in order to improve it.
Data interoperability	The capability for systems to communicate with each other, using specified formats and semantics that both systems understand.
Data Mart (DM)	An access layer of the data warehouse environment that is used to get data out to the users. The data mart is a subset of the data warehouse and is usually oriented to a specific business line or team.
Data Vault (DV)	A database modeling method that is designed to provide long-term historical, longitudinal storage of data coming in from multiple operational systems.
Data Warehouse (DW)	Central repositories of integrated data from one or more disparate

	sources. They store current and historical data in one single place that are used for creating analytical reports for workers throughout the enterprise.
DevOps	A software engineering practice that aims at unifying software development (Dev) and software operation (Ops). The main characteristic of the DevOps movement is to strongly advocate automation and monitoring at all steps of software construction, from integration, testing, releasing to deployment and infrastructure management.
Open Source Software (OSS)	Software made freely available to the public under a license that permits free use, copying, modification, and distribution.
Operational Data Store (ODS)	An operational data store takes transactional data from one or more production systems and integrates it to support operational reporting.
Student Information System (SIS)	A management information system for education establishments to manage student data. Student information systems provide capabilities for registering students in courses; documenting grading, transcripts, results of student tests and other assessment scores; building student schedules; tracking student attendance; and managing many other student-related data needs in a school.
UI	User interface. The means by which the user interacts with a website or web application.
User persona	A representation of the goals and behavior of a hypothesized group of users, frequently synthesized from data collected from user interviews
UX	User experience. The overall experience of a person using a website, especially in terms of how easy or pleasing it is to use.
General Terms	
FERPA	“FERPA” means the Family Educational Rights and Privacy Act (20 U.S.C. 1232g), FERPA regulations (34 CFR Part 99), and California Education Code sections 49071 <i>et seq.</i> regarding educational records, and as may be amended from time to time.
Proposal	A “Proposal” shall mean a Proposer’s proposal to the District submitted in response to this RFP.
Proposer	A “Proposer” refers to any legal entity that submits a Proposal to the District in response to this RFP.

Background

San Francisco Unified School District

The San Francisco Unified School District, founded in 1851, is the seventh largest school district in California, educating over 55,000 PreK-12 students every year. As of the school year 2016-17, SFUSD has 73 elementary and K-8 schools; 12 middle schools; 20 high and continuation schools; 17 transitional kindergarten schools; and 10 active charter schools authorized by the District. The District employs nearly 10,000 people, including substitutes.

SFUSD's mission is to provide each and every student the quality instruction and equitable support required to thrive in the 21st century. Our vision is that every student who attends SFUSD schools will discover his or her spark, along with a strong sense of self and purpose. Each and every student will graduate from high school ready for college and career and equipped with the skills, capacities and dispositions outlined in SFUSD's [Graduate Profile](#).

To achieve this vision, SFUSD has identified specific strategies in [Transform Learning. Transform Lives.](#) for Classrooms, Schools, Central Offices, and Policy & Governance. Central Office strategies related to this RFP include:

- Build systems, structures and tools for communication, transparency and collaboration that create conditions for staff to do their best work.
- Strengthen the structures for shared responsibility across different departments in the district to lead practices that inform, engage and empower SFUSD families.
- Develop the systems to communicate clear expectations, measures and district-wide accountability for engaging families.
- Develop and integrate critical online tools and systems to support our educators, school leaders and central office staff in their work.

The SFUSD Department of Technology (DoT) provides hardware and software support services and manages (or supports management of) the back end of all of SFUSD's technology systems, including provisions for hosting, appropriate data security, integration between systems, user support services (i.e., Help Desk support and user training), etc.

SFUSD Data Ecosystem Assessment

San Francisco Unified School District (SFUSD) conducted a Technical Assessment and Roadmap activity in 2015 sponsored by the Michael & Susan Dell Foundation (MSDF). The work included a technical audit of the district's data systems, their current state, and the existing data culture, people, processes, organizational structure, governance, support, and sustainability. The audit was framed in the context of a data maturity model, which identified SFUSD current state is at an "emerging" level of data maturity, with the following characteristics:

- Department data silos
- Scarce and inconsistent training
- Ad-hoc governance and privacy by department

- Inconsistent data quality
- Annual KPI tracking
- Some connections between applications and data sources
- Point-to-point batch interfaces between tools

The analysis provided a foundation for a targeted future state solution by identifying the processes, organizational, cultural, and technical gaps to be filled, and an analysis of architectural alternatives. A resulting roadmap and action plan were collaboratively developed with broad participation across the SFUSD departments.

For the last two years, SFUSD has been executing against the roadmap: introducing cross-department collaboration and decision making, advancing its system and data governance, building internal capacity, consolidating systems, improving the effective use of its core systems, and unifying technology across department silos.

MSDF sponsored a planning grant at the end of 2017 to refine the three-year roadmap and develop a detailed implementation plan for 2018. The effort involved significant cross-department collaboration to understand progress and refine the 3-year roadmap to focus on building a foundation for sustainability, targeting high-leverage area of need, and bringing coherence across technology areas. The 3-year roadmap is designed to bring SFUSD to an “optimizing” data maturity, as follows:

- cross-department cooperation
- targeted training and support for functional use of tools by role
- cross-department governance and privacy policy and procedures
- department-, school-level KPIs tracked periodically
- most applications and data sources integrated
- consolidated tools around an integration architecture
- dashboards introduced

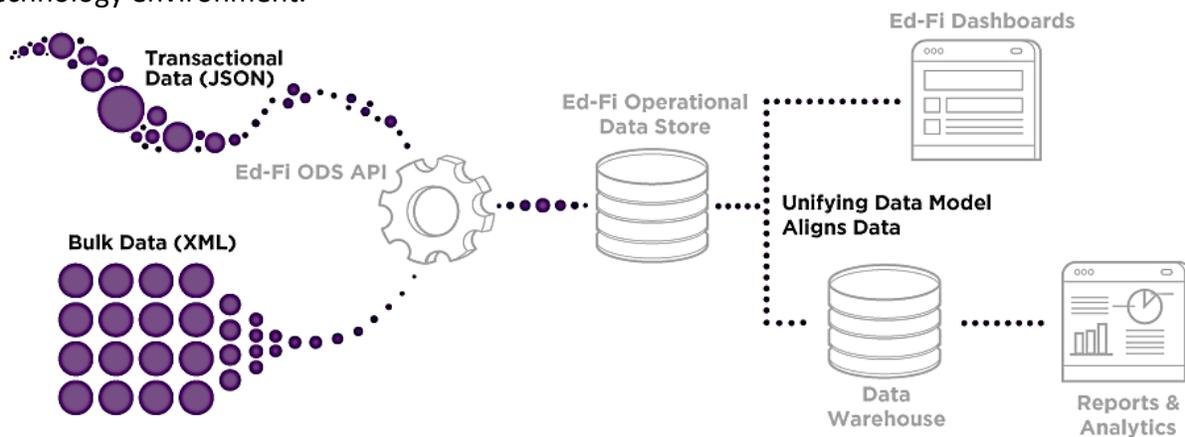
The 2018 plan is being supported by an acceleration grant from MSDF, as follows:

1. Focus on the district’s priority of equity to enable new and improved processes enabled by data that is timely, unified, and of high quality.
2. Order the work according to specific use cases that serve both the district’s equity focus but also provides significant district impact where increased application interoperability would improve data use for better operational, teaching and learning outcomes.
3. Implement an Ed-Fi Unified Data System hosted in the Amazon Web Services (AWS) cloud for long term scalability and sustainability. Integrate the district’s Student Information System (SIS), Edupoint Synergy (who has committed to Ed-Fi certification), with other key applications based upon high priority use cases.

The Ed-Fi® Data Standard

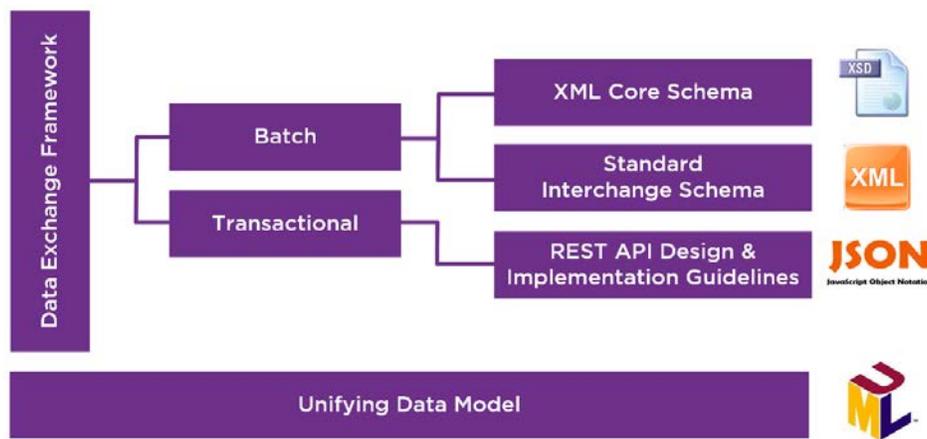
The [Ed-Fi Data Standard](#) supports systems that integrate and organize raw education data and information from a broad range of data sources so it can be sifted and analyzed, thus empowering educators with real-time, actionable information. With systems powered by the Ed-Fi Data Standard, educators are equipped with the information they need to understand the individual needs of students and prepare to address those needs. Plus, on-demand access means that action plans for students can be monitored and refined throughout the school year.

The technology in state, district, and school environments consist of disparate components like transactional information systems, databases, data warehouses, reporting systems, etc. — all of which must exchange information. The Ed-Fi Data Standard provides a vehicle for education data interchange and a foundation for populating an Ed-Fi ODS or other data system. The figure below shows a conceptual overview of where the Ed-Fi Data Standard fits in a typical technology environment.



Conceptual view of an education technology solution

Most important, the Ed-Fi Data Standard can be used by any school, school district, or state education agency today. The Ed-Fi Data Standard includes the following components:



Conceptual overview of the Ed-Fi Data Standard components

Unifying Data Model. The foundation of the Ed-Fi Data Standard is a Unifying Data Model (UDM), which is an enterprise data model of commonly exchanged and shared K–12 education data. The model is expressed in UML, and includes entities that will be easily recognized by people in the education field: students, teachers, assessment results, attendance, and many others. The role of the UDM is to harmonize the information model and data types across all facets of Ed-Fi technology. UML diagrams and entity definitions are published in the [Ed-Fi Unifying Data Model](#) documentation.

XML Data Exchange Framework. The Ed-Fi UDM defines the data model for a companion XML data exchange framework expressed as [XML Schema Definition](#) (XSD) files. The XSD files support the exchange of student data among disparate source systems, such as gradebook applications, curriculum and lesson planning systems, and benchmark testing and reporting systems. The XSD may be extended to support implementation-specific needs.

REST API Design Guidelines.

Another component of the Ed-Fi Data Standard is the Ed-Fi REST API Design Guidelines. The Ed-Fi REST API Design Guidelines provide design guidelines for an Ed-Fi representational state transfer (REST) application programming Interface (API). The guidelines describe the properties to which an API specification and related implementation must adhere to in order to be considered "Ed-Fi aligned." The Ed-Fi Unifying Data Model provides the basis for the data transferred and manipulated by an Ed-Fi REST API implementation. For more information on the Ed-Fi REST API, refer to the [Ed-Fi API Design & Implementation Guidelines](#).

Project Purpose and Expectations

Challenges

SFUSD'S current state of patchwork data systems leads to added complexities and challenges for our user community, as follows:

- School leaders:
 - Data received in multiple formats, through multiple vehicles (online, email, hard-copy);
 - data is not real-time; and
 - users spend valuable time logging into multiple systems.
- Teachers:
 - Spend valuable time logging into multiple systems; where
 - little data is readily available, without their involvement in pulling together.
- Central office:
 - Limited ways to aggregate data by cohort in real-time;
 - no self-service, must request reports from analysts;
 - limited tools to measure operational or programmatic performance; and
 - lack of trust in the data when different systems report different data.

- Public:
 - Publicly available data is often static, updated annually.

Goals

SFUSD seeks to accelerate its ability to improve the district's culture and adoption of data use. This acceleration will occur through four focus areas:

- Transforming **data use** to improve student learning – developing dashboards for teachers, school leaders, and principal that provides data in real-time to initiate more immediate action and interventions.
- Creating a robust **infrastructure** on which we can build sustainable systems – that leverage the Ed-Fi data standard and technologies to provide a high-quality source of truth to power our data use initiatives.
- **Migrating** to the cloud and a longitudinal data warehouse – improving scalability and sustainability while lowering the total cost of ownership.
- Improving system **integration** by using the Ed-Fi API – eliminating duplicate data entry and point-to-point batch integrations to improve the effectiveness of all our tools.

Improving data use across the district will strategically support SFUSD's focus on **equity**. There has been a historic disproportionality for African-American students with respect to [chronic absenteeism, discipline, and student outcomes](#). Identifying, analyzing, and responding to disproportionality is critically dependent on the district's data systems, which up until now, have largely been limited to after-the-fact reporting. Creating **unified data systems** in SFUSD will allow our educators and staff to:

- Identify, monitor, and eliminate disproportionalities in learning, behavioral referrals, attendance, and other metrics impacting African-American students,
- Target interventions to address persistent gaps impacting African-American students,
- Enter data easily and improve data accuracy underlying student-, school-, and district-wide trends, and
- Align investments to student needs and services and away from integration costs.

Scope of Work

Overview

SFUSD seeks a vendor to **Implement and Support an Ed-Fi Unified Data System Infrastructure in Amazon Web Services (AWS)** to provide the enterprise infrastructure to support its three-year roadmap (shown below), consisting of the following major components:

- Ed-Fi Application Program Interface (API)
- Ed-Fi Operational Data Store (ODS)
- Ed-Fi Data Vault (DV)
- Data Quality Rules Engine
- Supporting infrastructure, as discussed below

Three Year Roadmap

	Year 1	Year 2	Year 3
Use Cases	<ul style="list-style-type: none"> • Schools • Enrollment • Attendance • Behavior • Student Performance (Part 1) 	<ul style="list-style-type: none"> • Student Performance (Part 2) • Programs <ul style="list-style-type: none"> • Nutrition/FRL • Special Education • ELL • Unified 360° Staff • Unified 360° Student 	<ul style="list-style-type: none"> • Top-to-Bottom KPIs • Unified State/Federal Reporting • Unified Student-Staff-Finance • Strategic Partnerships
Application Integrations	<ul style="list-style-type: none"> • Synergy • Select Assessments • DES • SAS, CAPMAN • CATS (Early Ed) • Transport • Nutrition • CATS (Early Ed) • BASIS • Peoplesoft 	<ul style="list-style-type: none"> • Synergy • Illuminate • Additional Assessments • SEIS (Special Ed) • Horizon (Nutrition) • ELL Data • Surveys • Wellness Log • SAP 	<ul style="list-style-type: none"> • SAP • Peoplesoft • External Systems
Data Mart Integrations	<ul style="list-style-type: none"> • RPA Tables 	<ul style="list-style-type: none"> • RPA Tables 	<ul style="list-style-type: none"> • RPA Tables • CALPADS Data Mart
Key Consolidations and Transitions	<ul style="list-style-type: none"> • DES into Synergy (enrollment requests) • BASIS into Synergy (behavior) • Migrate HR from Peoplesoft to SAP 	<ul style="list-style-type: none"> • Migrate HR from Peoplesoft to SAP 	
Infrastructure	<ul style="list-style-type: none"> • Ed-Fi API/ODS • Ed-Fi Data Vault • Data Quality Rules Engine 	<ul style="list-style-type: none"> • AWS Optimizations • Version upgrades, extensions 	<ul style="list-style-type: none"> • AWS Optimizations • Version upgrades, extensions

The multi-year effort is structured, as follows:

- Integrate and bring to production a fully-functional Ed-Fi infrastructure by the end of calendar 2018; with

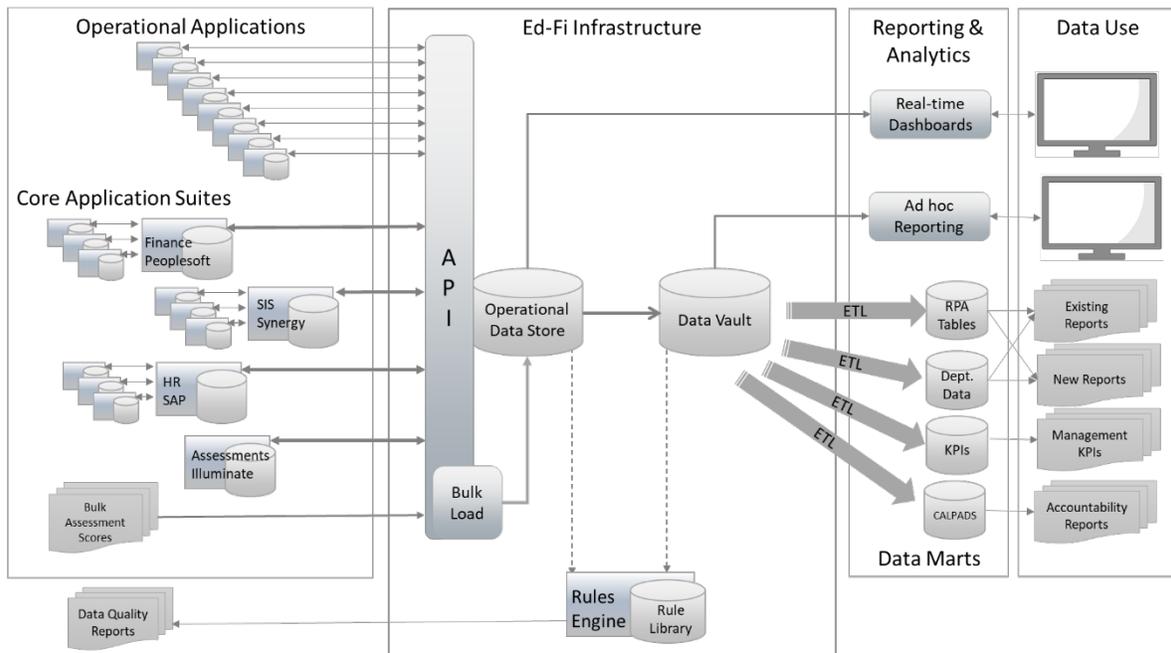
- Provide support in calendar 2019 and 2020 for infrastructure optimizations and scaling, version upgrades, extensions, help desk, technical support, and knowledge transfer.

Note: This RFP is scoped for calendar years 2018, 2019 and 2020. If an award is made under this RFP, SFUSD will award the contract to a single Proposer. However, the implementation for 2019 and 2020 is dependent on funding. If SFUSD does not secure funding for the implementation of subsequent years, SFUSD reserves the right to terminate the contract for convenience per the Termination section of the attached Software Development, Online Hosting and Maintenance Agreement ([Exhibit A](#)) (hereinafter, “Agreement”).

Technical Solution

The technical solution for the Ed-Fi infrastructure consists of the following major components, as depicted in the following diagram:

- **Ed-Fi Application Program Interface (API)**, supporting bi-directional transactional interoperability between applications.
- **Ed-Fi Operational Data Store (ODS)**, unifying data from multiple sources (with referential integrity) to reflect a near-real-time state of the district’s data.
- **Ed-Fi Data Vault (DV)**, providing longitudinal, time-based database supporting data warehousing in concert with SFUSD’s data marts.
- **Data Quality Rules Engine**, to develop rules against the ODS, DV, or other databases, and execute those rules to report data errors and anomalies.
- **Supporting infrastructure**, to support vendor integrations, data model extensions, deployment and version upgrades, with staging, test, and production environments.



Ed-Fi Unified Data System Infrastructure

The Ed-Fi infrastructure will be hosted by Amazon Web Services (AWS) in a tenant that is controlled and paid by SFUSD under a separate contract. SFUSD will provide the successful proposer sufficient administrative privileges to accomplish the scope of work.

Ed-Fi API & ODS. The Ed-Fi Alliance provides the software for the Ed-Fi API and ODS under a form of open source license. These technical assets are under continuing improvement and maintenance support by the Ed-Fi Alliance. It is important that the selected vendor maintain currency with the Ed-Fi Alliance’s advancement of these assets and not fall behind in ways that would impact vendor compatibility, interoperability, or data use. Specific requirements are as follows:

- In that major system version upgrades typically happen between school years in the June-August timeframes, the selected vendor must upgrade to the most recent Ed-Fi data model version and the API-ODS code base version recommended by the Ed-Fi Alliance.
- Software bug fixes and minor version upgrades released by the Ed-Fi Alliance out of cycle will be incorporated as determined by SFUSD.
- Data model changes, minor release updates, or extensions will need to be made out-of-band (assume quarterly).

SFUSD recognizes that exact code compatibility with the Ed-Fi technical assets may not be possible or prudent in the SFUSD AWS environment, however it is required that API compatibility be exact and that there is no loss of function.

Ed-Fi Data Vault. The Ed-Fi Alliance does not provide a supported core Ed-Fi technology asset for historical, longitudinal data. The [Data Vault](#) approach was selected as the longitudinal data store over other alternatives for the following reasons:

- The Data Vault captures and organizes changing historical, longitudinal data over time from the ODS, specifically structured for storing, querying, and loading multi-year data.
- The Data Vault structure is *model-based* in a way that allows it to be aligned with the Ed-Fi data model and be generated and extensible in much the same manner as the other Ed-Fi technical artifacts. This allows the Data Vault to kept current with Ed-Fi data model versions without requiring manual updates, as with a dimensional warehouse.
- The Data Vault is designed to be the single source of facts for data marts. Data marts are purpose-specific views and/or transformations of data to drive dashboards, reporting, analytics, and research.
- The Data Vault explicitly supports “as-of date” queries and the concept of snapshots, supporting the needs of accountability reporting data marts.
- Existing SFUSD databases used for dashboards and reporting will pivot to be data marts sourcing from the Data Vault without breaking the numerous existing downstream reporting and data feeds.
- The Data Vault is designed to absorb structural changes over time without requiring data alterations to existing data marts.

The selected Proposer’s implementation of the Ed-Fi Data Vault must completely automate data loads from the ODS, eliminating the need for expensive and time-consuming ETL from the ODS to the Dimensional Warehouse. As with the API & ODS, changes to the Ed-Fi data model must be generated from metadata or schemas to be reflected in the Data Vault.

SFUSD will consider approaches other than the Data Vault for its longitudinal data store, but Proposer must clearly show its superiority over the Data Vault approach.

Data Quality Rules Engine. An integrated rule engine will provide the mechanism to ensure consist, high quality data, with the following requirements:

- Capable of connecting to SQL databases, most specifically the Ed-Fi ODS and DV.
- An accessible, semantically rich, and declarative rule syntax that allows rules to be constricted using the vocabulary of the Ed-Fi data dictionary.
- Facilities to categorize rules by subject area and severity.
- Easy to use authoring interface that supporting rule development and maintenance by a trained technical user or business analyst.
- Capability for testing rules and rule changes prior to deployment.
- Deployment capabilities to package up rules and put them into a periodically-executed service.

- Library to store, manage, and audit rules as part of a collaborative governance process.
- Facility to report rule exceptions via dashboard, PDS, email, or SMS text message; and to route specific rule exceptions to individuals based upon the rule, its subject area, source education organization, or its severity.
- Report rule exceptions in easy-to-understand language to allow correction by non-technical users.
- Ability to ignore specific exceptions for future executions the rule engine.
- Available training and support.
- Performant and scalable to run several hundreds of rules across the district data in overnight batches.

Supporting infrastructure. The delivered infrastructure in AWS will necessarily require a number of supporting capabilities, as follows:

- Automated integration and testing supporting continuous integration.
- Automated deployment of version upgrades, patches, or releases into a staging environment, with promotion into test and into production, supporting a continuous delivery model.
- Deployment of Ed-Fi API/ODS sandboxes that allow individual application vendors to develop and verify integrations with test data.
- Automated update of the API-ODS-DV based upon Ed-Fi data model updates or SFUSD extensions.
- Configuring high availability, including fail-over and fail-soft mechanisms.
- Operational monitoring and logging.
- Appropriate monitoring and scaling in the cloud based upon workload.
- Backup and recovery of the ODS and DV databases.
- Ability to fine tune for performance and cost.
- Implementing processes and software mechanisms for security and privacy appropriate for student data and compliant with all applicable regulations.

2018 Deliverables and Milestones

The following deliverables and milestone dates are based upon a start date no later than 1 July 2018.

1. Project Plan. A draft project plan must be delivered with the proposal, to be finalized with 5 days after the project kickoff.
2. User Acceptance Plan: draft 15 August, final 15 September 2018.

3. Operational Test Infrastructure and Sandbox environment (includes loading of foundational data (schools, descriptors, etc.)) 1 August 2018.
4. Fully operational Staging-Test-Production Infrastructure ready for a limited production 1 October 2018.
5. Fully operational Staging-Test-Production Infrastructure ready for a limited production 1 October 2018.
6. System administration and DevOps training and knowledge transfer October-November 2018.
7. Rule authoring and data stewardship training and knowledge transfer October-November 2018.
8. Fully operational Staging-Test-Production Infrastructure ready for a full production 1 December 2018.
9. User acceptance testing and demonstration no later than 31 December 2018.
10. Maintenance and technical support, vendor integration support, and schema management support (as detailed in the next section) provided continuously on an as-needed basis throughout the term of the contract.

2018 Activities

The selected Proposer will conduct the following activities to provide the deliverables and milestone above.

Project Management. The selected Proposer will assign a project manager who manages the vendor's activities and is the single point of management contact to SFUSD. A draft project plan will be delivered with the proposal, to be finalized with 5 days after the project kickoff. Weekly status web meetings will be conducted with SFUSD and MSDF personnel.

Foundational Data Acquisition and Loading. Ed-Fi requires an initial set of foundational data which include education organizations, descriptors, school calendar information, school master schedules. The selected Proposer will collaborate to obtain, format and load the foundational data.

Technical Implementation and Integration. The selected Proposer will conduct the necessary development, implementation, DevOps, configuration, and integration necessary to deliver the Ed-Fi Infrastructure solution defined above.

Training and Knowledge Transfer. The selected Proposer will provide training and knowledge transfer to SFUSD personnel and/or designated contractors in the following areas:

- System administration and DevOps
- Rule authoring and data stewardship

Vendor Integration Support. As outlined in the three-year roadmap, SFUSD will be working with their application vendors to integrate their products with the Ed-Fi API. The selected Proposer will implement and deliver a Sandbox API/ODS for vendor integrations loaded with district foundational data; assist vendors in setup and use of the sandboxes; and develop appropriate claims, profiles, composites, and event logs connections in collaboration with SFUSD.

Schema Management Services. The initial implementation will be based upon the Ed-Fi 2.0 data standards. The selected Proposer will provide the coordination and technical services to push out Ed-Fi data model version upgrades to API/ODS/DV – assumed to be yearly. Ed-Fi data model extensions defined by SFUSD must similarly be coordinated with extension upgrades pushed out to the API/ODS/DV – assumed to be quarterly. All schema upgrades must address any data migrations that are required.

Maintenance and Support Services. The initial implementation will be based upon the latest 2.x API/ODS version, an upgrade to the 3.0 version before the end of 2018 is likely. The selected Proposer will provide a phone/email help desk during business hours (Pacific Time); upgrade to new Ed-Fi API/ODS major versions (assumed to be yearly); minor version maintenance, and bug fix updates (assumed to be quarterly); severe bug fix patches, as needed to maintain operations.

Optional Services. SFUSD may require additional assistance throughout the effort based upon changing needs and their capacity to fulfill those needs. Proposers should include in their proposals their pricing for optional services that include the following:

- Services to map, design, and validate vendor integrations
- Data mart integration services
- Data model extension analysis, mapping and modeling
- Business rule authoring and collaboration with MSFUSD governance
- Data steward mentoring

2019-2020 Activities

The 2019 and 2020 activities will continue all those identified above except for the initial technical implementation:

- Project Management
- Foundational Data Acquisition and Loading, on a yearly basis
- Training and Knowledge Transfer – yearly retraining
- Vendor Integration Support
- Schema Management Services
- Maintenance and Support Services
- Optional Services, as needed

Additional Requirements

Data Storage and Management

- Development of all databases should securely store student, employee, financial, and other confidential data.
- The District will have access to all data twenty-four hours a day, seven days a week and will be the owners of any data generated by or presented by SFUSD.
- Data will be available and purged from the databases as determined by the District.

Data Confidentiality and Security

The disclosure and handling of student, employee, financial, and any other confidential data—which will form a significant part of any data that might be stored upon, and/or utilized by the intranet to be developed under this RFP—is subject to California and federal laws and regulations such as, and without limitation, the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations, and California Education Code sections 49071 et seq. Proposals must address how security and confidentiality of data shall be maintained in each component of the infrastructure and detail the Proposer’s experience in maintaining the security and confidentiality of data in other similar projects that the Proposer has completed.

Project Schedule

Proposals must include a detailed proposed Project Schedule and Plan for the implementation of the Scope of Work. It is anticipated that effort will start no later than July 1, 2018.

Location of Work to Be Performed

Meetings and presentations will occur in San Francisco or remotely via conference call, Google Hangouts, Skype, or another video- or teleconferencing system, at SFUSD’s discretion, depending on SFUSD’s needs and/ or the cost of travel. Notwithstanding the foregoing, the presentations the Proposer makes of its Proposal under this RFP may be made in San Francisco or remotely via a video- or teleconferencing system at the Proposer’s discretion. As provided in [Minimum Proposal Requirements](#), SFUSD is not responsible for any Proposer costs in making a Proposal under the RFP. If an award is made, the Proposer will make its relevant staff available. Any costs of travel must be specified and broken out separately in the Proposal’s Project Budget (see [Project Budget](#) below).

Designated Project Manager

Proposals must include the designation of a staff person to serve as the Proposer’s Project Manager. This Project Manager will be made available to work with SFUSD’s project management team and other District staff on the implementation of the Project. If a specific person is able to be designated at the time the Proposal is submitted, the Proposal will include a resume/curriculum vitae for that individual or a detailed statement of that person’s relevant qualifications and experience in serving in a project management capacity. If a specific person

has not yet been hired or otherwise identified by the time the Proposal is submitted, the Proposal must state that the Proposer will designate a qualified and experienced Project Manager prior to the commencement of the engagement, and provide a proposed job description for this position with the Proposal.

If an award is made, designated members of the SFUSD Unified Data Systems team will be available to work with the Proposer on the Project, answering questions and providing documents, and otherwise facilitating the advancement of the work. Access to other teams team will also be facilitated, as required.

Total Project Budget

Proposals must include a detailed Total Project Budget, segmented into costs per calendar year, by deliverable, with details provided per month. The Project Budget must correlate directly to the Proposer's Proposal for providing the deliverables and services in the scope of work. Pricing for Optional Services should be provided separately and not included in the total amount. Any costs of travel must be specified and broken out separately in the Total Project Budget. Any software product licensing, subscription, managed services, or recurring fees must be separately broken out in the Total Project Budget. As a reminder, SFUSD is seeking a proposed budget for 2018, 2019, and 2020 as part of the RFP response, even though the 2018 scope is the only work that will be awarded at this time.

Proposer Financial Report

Proposer's Proposal shall include a copy of the Proposer's latest reviewed or audited financial statement with accompanying notes and supplemental information. This documentation is mandatory.

Contractual Agreement

Proposers will review the SOFTWARE DEVELOPMENT, ONLINE HOSTING AND MAINTENANCE AGREEMENT ("Agreement") provided as [Exhibit A](#) of this RFP. Exhibit A is hereby attached and incorporated into this RFP by this reference as though fully set forth herein.

In submitting a Proposal under this RFP, the Proposer understands and agrees that if an award is made to the Proposer under this RFP, the Proposer shall execute the attached Agreement with SFUSD. Proposer-proposed alterations, if any, to any of the terms and conditions of the attached Agreement are required to be submitted with the Proposer's Proposal by the Submission Deadline, for consideration by the District in the initial screening of the Proposal and/or in contract negotiations with the selected Proposer, as applicable. (**See also** the [Proposal Evaluation and Selection Process](#) and [Award of Agreement](#) sections of this RFP.)

Release and Waiver of Liability Form

Proposers will review the Release and Waiver of Liability Form provided in [Exhibit B](#) of this RFP. Exhibit B is hereby attached and incorporated into this RFP by this reference as though fully set forth herein.

Proposers are required to submit with their Proposals a completed and executed Release and Waiver of Liability Form (Exhibit B).

Third Party Materials/Open Source Software

A Proposer submitting a Proposal under this RFP acknowledges and agrees that intellectual property owned by third parties, e.g. software, source code (including without limitation open source software may be used in the development of the Ed-Fi Infrastructure under this RFP. To the extent that such Third Party Materials are used, Proposer shall ensure that the rights to use all such materials are obtained for the benefit of the District, and that all rights and warranties in such materials are passed on to the District as provided for in this RFP.

With its Proposal, the Proposer shall provide a preliminary list of all Third Party Materials proposed to be used in the development and maintenance of the Ed-Fi Infrastructure under this RFP.

In addition, if the Proposer is awarded an Agreement hereunder, the Proposer shall provide a revised list of all Third Party Materials proposed to be used in the development and maintenance of the Ed-Fi Infrastructure under the Agreement prior to the use of any such materials in the performance of the Agreement, for approval in writing by the District. Further, if awarded an Agreement hereunder, Proposer shall deliver to the District a final list of all Third Party Materials used in the Ed-Fi Infrastructure with the delivery of such properties pursuant to the Agreement.

If awarded an Agreement under this RFP, the Proposer will not, and will not permit any third party to, do anything that will make any of the District's proprietary software source code developed pursuant to the Agreement subject to any open source or similar license, including those currently listed at <http://www.opensource.org/licenses/alphabetical>, or any other obligation to disclose the proprietary source code thereof, except as expressly provided for in this RFP.

Notwithstanding the foregoing restrictions, in submitting a Proposal under this RFP, the Proposer understands and agrees that the Proposer may use, and is encouraged (for purposes of efficiency and cost savings) to use, open source technology in the development of the District's Ed-Fi Infrastructure, in accordance with the requirements of this RFP.

If awarded an Agreement under this RFP, the Proposer will use only open source technology that either (a) carries no requirement to release, license or distribute to the open environment

any modifications to the open source technology used, or (b) carries only a requirement to release, license or distribute to the open environment contributions to the betterment of the open source technology and which do not carry any requirement to release, license or distribute to the open environment any proprietary software source code of the District's Ed-Fi Infrastructure.

Proposal Instructions

Complete with Regard to All RFP Requirements

Proposals must be complete in all respects as to the requirements of this RFP. A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Proposal may be rejected if any defect or irregularity changes the prices or material substance of the proposed products or services submitted.

Minimum Proposal Requirements

Responses to this Request for Proposals must provide a straightforward, concise description of how the proposer proposes to satisfy the requirements of this RFP. Each Proposal must, at a minimum, include the following:

1. Written Proposal

This written proposal will be responsive to all of the requirements of this RFP, including all of the requirements of the Scope of Work embedded in this RFP, the Additional Requirements of this RFP, and which contains all of the following:

- a. A detailed description of ***the Proposer's strategy to structure each element of the work*** as outlined in this RFP.
- b. The Proposer's ***project management approach*** and the ***solution implementation methodology*** the Proposer will use to manage the development process.
- c. Detailed ***project workplan and*** Project Schedule that outlines the major phases, workstreams and deliverables. Proposers shall include with their Proposals a tentative deliverable schedule based on the Project Schedule in conformity with the expectations detailed in the Scope of Work above. Proposals must include the Proposer's rationale for the proposed tentative deliverable schedule, as needed.
- d. Total Project Budget presented as an itemized list and breakdown of charges based on services and deliverables, in conformity with Scope of Work. Any expenses and travel must be included and separately detailed in the Proposer's Total Project Budget.
- e. The Proposal must address how ***security and confidentiality of data*** shall be maintained, and reference, as appropriate, the Proposer's experience in maintaining the security and confidentiality of data in other similar projects that the Proposer has completed (as required under the Section b from the Documentation of Proposer Qualifications section below).

2. Documentation of Proposer Qualifications

- a. Proposer shall provide documentation that the Proposer has ***experience and capabilities*** in successfully implementing projects similar to the Project sought under this RFP, including the following areas of experience and capability:
 - i. Documented Ed-Fi knowledge and experience.
 - ii. Documented experience in collaborating in the development of complex software solutions.
 - iii. Documented experience in handling confidential data in a manner that maintains the data's security and confidentiality in compliance with applicable state and federal laws and regulations.
 - iv. Documented experience and capacity in providing updates, modifications, maintenance and support to cloud-based products and solutions.
- b. In order to provide documentation of the requisite Proposer experience and capabilities in each of the areas listed in Section 2(a) immediately above, Proposer's Proposal shall provide a description of three (3) Reference Projects previously performed by the Proposer that are similar in size and scope to the services sought under this RFP.
 - i. Proposer will submit ***descriptions of three recent Reference Projects*** that best reflect the services requested in this RFP. For each Reference Project, provide a description that includes:
 1. Project basics (e.g., project name, scope, dates work performed)
 2. Detailed descriptions
 - ii. The District will ***check references*** by contacting individuals at the clients whose projects are provided as Reference Projects. The District will use the same reference criteria for all Proposers. To this end, Proposer will provide for each Reference Project:
 1. Client organization name and address, as well as the name, title and contact information of the client organization's project manager for the reference project, whom SFUSD will contact for reference checking purposes.
 2. Proposer staff members who worked on the project, including name and role.
- c. ***Resumes and descriptions of the project team and staffing resources*** that will support the engagement, including resumes for all principals (including without limitation the Project Manager) and description of support staff. The resumes and descriptions will demonstrate the experience and capabilities of Proposer's project team staff members in implementing projects similar to that which is sought under this RFP. For any project team positions not currently filled, Proposer will provide the job description for such position and a description of the process and timeline by

- which Proposer shall ensure that such position will be filled by a qualified individual, given the competition for qualified staff in the technology sector.
- d. ***Proposer Financial Statement.*** Proposer's Proposal shall include a copy of the Proposer's latest financial statement and documentation as detailed in the [Proposer Financial Report](#) section of this RFP.
 - e. ***Release and Waiver of Liability Form.*** Proposer's Proposal shall include a Release and Waiver of Liability Form ([Exhibit B](#)) as detailed in the [Release and Waiver of Liability Form section](#) of this RFP.

Note: Any Proposal that does not meet all of the requirements of this RFP may be deemed non-responsive and as such, will not be considered.

Proposal Evaluation and Selection Process

This section outlines the process for analyzing and evaluating the Proposals. SFUSD staff first performs an Initial Screening process described below in the [Initial Screening section](#). Proposals that pass the Initial Screening process will proceed to the Evaluation Process, described in the [Proposal Evaluation and Selection Process section](#).

Initial Screening

SFUSD staff will review each Proposal for initial determinations on responsiveness and acceptability in an Initial Screening process. Elements reviewed during the Initial Screening include without limitation: Proposal completeness, compliance with all requirements of this RFP including, without limitation, the [Minimum Proposal Requirements](#) of the RFP and verifiable references.

Proposals are not scored during the Initial Screening process. Initial Screening is simply a pass/fail determination as to whether a Proposal meets the threshold requirements described in this RFP. A Proposal that fails to meet those requirements will not be eligible for consideration in the evaluation process described in this Proposal Evaluation and Selection Process section. The District reserves the right to request clarification from Proposers prior to rejecting a Proposal for failure to meet the Initial Screening requirements. In the event of a minor and non-material defect in a Proposal, the District may choose to waive such minor defect and/or ask for clarification in writing and take into consideration the additional information gathered thereby in the Initial Screening and/or evaluation process, as applicable. Clarifications are limited exchanges between the District and a Proposer for the purpose of clarifying certain aspects of the Proposal, and will not provide a Proposer the opportunity to materially revise or modify its Proposal.

Overall Evaluation Process

The evaluation process will consist of two steps, as below, with the following maximum allocation of points:

Evaluation	Points
Written Proposal	80
Total	80

The Selection Panel will be comprised of individuals who are knowledgeable on the subject matter, and may include staff from the Department of Technology and/or other SFUSD school sites or departments.

Proposers must obtain a minimum score of forty-eight (48) points which is equivalent to sixty percent (60%) on their written Proposal (Step 1 of the evaluation process) to be considered for a panel interview (Step 2 of the evaluation process). A score greater than forty-eight (48) or sixty percent (60%) on the written proposal will not automatically guarantee an invitation to the Step 2 of the evaluation process.

Evaluation Step: Written Proposal

The Selection Panel will evaluate and score written Proposals using the following point scale:

Evaluation Criteria	Points
Written Proposal	
The Proposer’s strategy to implement the Ed-Fi infrastructure	15
Project management approach and services methodology	10
Experience with cloud-based implementations and support	5
Project workplan and project schedule	10
Total project budget	15
Security and confidentiality of data	5
Documentation of Proposer Qualifications Aspects of Written Proposal	
Examples of three (3) similar Reference Projects	15
Project team resumes and, as applicable, staffing descriptions	5
Total	80

The written Proposal scores will then be tabulated and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

Final Scoring

The District will tabulate written Proposal scores and then rank Proposers, starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second highest total score, and so on. The Proposer with the highest total score will be identified as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

Award of Agreement

If an award is made, the Agreement with the selected Proposer shall be executed as soon as possible thereafter. To the extent necessary, contract negotiations will ensue with the awarded Proposer regarding the Proposer's proposed revisions to the terms and conditions of the Agreement, as provided for in this RFP. Such Agreement must be approved by the San Francisco Board of Education in order to be effective, and must comply with all material RFP requirements, legal requirements, and applicable Board of Education policies. Any Proposer-proposed terms and conditions that do not comply with all such requirements and policies, or which are contrary to the best interests of the District, will not be accepted.

In the event an appeal is submitted as specified in this RFP, such appeal may delay execution of the Agreement, if awarded. Execution of any such Agreement may be deferred until after resolution of such appeal.

In the event that the District determines that the contract negotiations with the selected Proposer have failed to result in an executed Agreement within a reasonable timeframe (unrelated to a delay caused by an appeal), as determined in the District's sole and absolute discretion, the District reserves the right to terminate any further contract negotiations with such Proposer, and take such next steps as the District may deem appropriate, including without limitation: award the contract to the next-highest-ranked Proposer under the RFP evaluation process and enter into contract or contract negotiations, as applicable, with such Proposer, and if such negotiations fail as above, to then move on to the subsequent next-highest-ranked Proposer in turn as above; reject all Proposals; re-issue an RFP; acquire the services through an alternative means; take other action; and/or take no further action.

Agreement Administration

As noted above in this RFP, performance of services will be executed in two phases. The District will determine the work to be conducted under each phase and authorize the start of each phase in accordance with the overall agreed upon project schedule.

The successful Proposer is hereby notified that work on Phase II cannot commence until said Proposer receives a written Notice to Proceed (NTP) signed by the SFUSD Chief Communications Officer. Any work performed without such NTP will be at the Proposer's own commercial risk.

RFP Terms and Conditions

Reservation of Rights by the District

The issuance of this RFP does not constitute an agreement by the District that any contract will be awarded and/or entered into by the District. The District expressly reserves the right at any time to:

1. Waive any minor defect or informality in any proposal;
2. Prior to the submission deadline for proposals, modify the proposal requirements or procedures, modify the selection procedures, including without limitation: deadlines for accepting proposals, the specifications or requirements for any materials, products, equipment or services to be provided under this RFP. Any such modification shall be made in writing by addendum to this RFP or by other writing posted to the [Current RFPs, RFQs and RFIs webpage](#) to which this RFP was posted. Proposers are responsible for checking that website regularly for any updates and postings that may be provided;
3. Reject all proposals;
4. Reissue a Request for Proposals;
5. Procure any materials, products, equipment or services specified in this RFP by any other means;
6. Negotiate costs with one or more Proposers; or
7. Determine that no project will be pursued.
8. Nothing in this Reservation of Rights section shall limit or restrict any other rights or remedies available to the District.

Proposer's Costs

All costs incurred in the preparation and submission of a Proposal, and provision of a Proposer Demonstration, as applicable, shall be entirely the responsibility of the Proposer and shall not be chargeable either directly or indirectly to SFUSD.

False and Misleading Statements

A Proposal that contains false or misleading statements, or which provides references that do not support an attribute or condition contended by the Proposer, may be rejected. If, in the opinion of SFUSD, such information was intended to mislead the Project in its evaluation of the Proposal or of a Proposer attribute that is a condition or capability required under this RFP, the Proposal may be rejected.

Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP for promptly notifying the District, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the District promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals.

Modifications or clarifications will be made as needed, at the discretion of the District, by addenda as provided in this RFP.

Errors and Omissions in Proposal

Failure by the District to object to any error, omission, or deviation in a Proposal will in no way modify the RFP or excuse the Proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP as attached or as negotiated as provided for in this RFP.

California Public Records Act

Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Upon a request for records under the Public Records Act, the District will make available to the public a responding Firm's proposal, including all correspondence and documentation submitted during the RFP process. The District will promptly notify the affected Firm of the specific time when its records will be made available for public inspection.

Except as otherwise required by law, the District will not disclose trade secrets or proprietary financial information included in a Firm's response, so long as the information is specifically identified and clearly marked as such. However, blanket-type designations of whole pages or sections within a proposal are not unacceptable. Any Firm that indiscriminately identifies all or most of its proposal response as "Confidential," "Proprietary," or "Trade Secret," without justification may be deemed non-responsive. Firms will be required fully to intervene, justify such exemption, and secure appropriate injunctive orders in all fora exempting such records from disclosure. The District reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law, without any restriction.

SFUSD shall not be liable or responsible for the disclosure of any records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submission of its proposal to defend and indemnify the District from all costs and expenses, including reasonable attorneys' fees, in any action or liability arising under the Public Records Act.

Protests

Any protest regarding this RFP must be submitted in writing to the District, before **5:00 p.m.** of the **THIRD (3rd)** business day following the date of notification by the District that a firm has been selected following the evaluation / selection process.

1. The protest must contain a complete statement of any and all bases for the protest.
2. The protest must refer to the specific portions of any documents that form the bases for the protest.
3. The protest must include the name, address, e-mail, and telephone number of the person representing the protesting party.
4. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest; and all other Firms or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
5. The procedure and time limits set forth in this paragraph is mandatory and are each Firm's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing an Appeal, Government Code Claim or legal proceedings.

Change Notices

The District may modify the RFP, prior to the Submission Deadline, by issuing an addendum, change notice or other notification which will be posted on the [Current RFPs, RFQs and RFIs webpage](#) to which this RFP was posted. The Proposer shall be responsible for ensuring that its Proposal reflects any and all such addenda, change notices or other notifications issued by the District prior to the Submission Deadline regardless of when the Proposal is submitted. Therefore, the District recommends that all Proposers consult the website frequently, including shortly before the Submission Deadline, to confirm that the Proposer has seen and addressed any and all such addenda, change notices or other notifications.

Term of the Proposal

Submission of a Proposal signifies that the Proposer's offer of proposed services, deliverables and prices shall be binding on the Proposer and valid for a minimum of 120 calendar days from the submission deadline detailed in this RFP, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. Notwithstanding the foregoing, SFUSD reserves the right to negotiate costs with Proposer(s) in its sole discretion.

No Waiver

No waiver by the District of any provision of this RFP shall be implied from any failure or delay by the District to recognize and take action with regard to any failure by a proposer to observe any provision of this RFP.

Appeal Procedures

Objection to Award of Agreement

Following the Protest Period, a Proposer that objects to the District's decision regarding Proposer selection must submit a written notice of appeal to the District. Such notice of appeal must be received by the District on or before 2:00 PM on May 2, 2017 or the fifth (5th) business day following the District's issuance of an intent to award notice, whichever is later.

The notice of appeal must include a written statement specifying in detail each and every one of the grounds asserted for the appeal and must include a detailed description of the appealing party's objection and all supporting documentation that the appellant wishes to have considered in relation to its appeal. The appeal must be signed by an individual authorized to represent the Proposer, and must cite the specific RFP provision or provisions on which the appeal is based. In addition, the appellant must specify facts and evidence sufficient for the District to determine the validity of the appeal. Appeals that are based on a disagreement with the professional judgment of the reviewing team will not be considered.

Delivery of Appeal

All appeals must be received by the specified due date. If an appeal is mailed or otherwise delivered via any means, the appellant bears the risk of non-delivery within the deadlines specified herein. Appeals must be provided by a means that will objectively establish the date the District received the protest (such as certified U.S. mail, UPS or FedEx delivery with signature receipt, courier service with signature receipt, or email). Appeals or notice of appeals made orally (e.g., by telephone or in-person) will not be considered.

Appeals must be in writing, addressed and delivered to:

SFUSD Purchasing Department
ATTN: Rod Sarmiento
RE: Implement and Support an Ed-Fi Unified Data System Infrastructure in Amazon Web Services (AWS) RFP #ED-FI 2018
San Francisco Unified School District
135 Van Ness Avenue, Room 123
San Francisco, California 94102-5207
Email: SarmientoR@sfusd.edu

RFP Submission Procedures

General Information

In addition to identifying the District's needs, this RFP includes requirements and instructions prescribing the content of all Proposals to be submitted.

Submission Requirements

Proposers submitting a Proposal under this RFP shall do so in writing via two hard copies and two electronic copies on USB drives to:

Rod Sarmiento
Purchasing Department
135 Van Ness Ave., Room 123
San Francisco, CA 94102

All Proposals must be clearly marked "Implement and Support an Ed-Fi Unified Data System Infrastructure in Amazon Web Services (AWS) #ED-FI 2018".

The Submission Deadline for all Proposals is 2:00 PM Pacific Daylight Time on May 23, 2018. Proposals must be received by or before the specified due date and time. Proposals received after the specified due date and time will not be considered. The District reserves the right to reject all proposals and other rights as detailed in the [Reservation of Rights by the District](#) section of this RFP. It is the respondent's responsibility to confirm timely receipt by the District of the Proposer's Proposal. Late Proposals will not be considered.

Proposer Questions Regarding RFP

A Pre-Proposal Proposer Conference will be held at 10:00 AM Pacific Daylight Time on May 9, 2018. Proposers will have an opportunity to meet with SFUSD staff to discuss the content of this RFP during the Pre-Proposal Proposer Conference at SFUSD, 555 Franklin Street, San Francisco, CA 94102.

SFUSD will respond to questions regarding this RFP, via a written question-and-answer document posted to the website on which this RFP is posted. Questions must be sent in writing via electronic mail (email) to Rod Sarmiento at SarmientoR@sfusd.edu with subject line "RFP #ED-FI 2018" on or before May 4, 2018 – 5:00 PM PDT. Questions submitted after this deadline will not be answered.

Questions asked during the Pre-Proposal Proposer Conference will be answered during the conference, and a written question-and-answer document will provide all such questions and answers in writing afterwards, posted to the website on which this RFP is posted. Any question that cannot be answered during the conference will be addressed in the post-conference question-and-answer document.

In no event shall any oral statement made by SFUSD staff in relation to this RFP be binding upon SFUSD. SFUSD shall only be bound by statements and information provided in writing in this RFP, via written addendum to this RFP, or via other written posting by SFUSD to the same [Current RFPs, RFQs and RFIs webpage](#) to which this RFP is posted. Proposers are responsible to check that website regularly for any updates and postings that may be provided.

Attendance at the Pre-Proposal Proposer Conference is encouraged, but is not mandatory.

Timeline

- RFP Document Posting (SFUSD Website): 04/25/2018
- RFP Advertisement #1: 04/25/2018
- RFP Advertisement #2: 05/02/2018
- Pre-Proposal Conference Questions Deadline (5:00pm): 05/04/2018
- Pre-Proposal Conference (10:00 am – 12:00pm): 05/09/2018
- Conference Questions Posting Deadline (5:00pm): 05/11/2018
- RFP Proposal Submission Deadline (2:00pm): 05/23/2018
- Intent to Award Notice: 05/30/2018
- End of Protest Period (5:00pm): 06/06/2018
- Contract(s) Negotiation & Completion: 06/20/2018
- Board of Education Submittal / K-Resolution & Contract(s): 06/20/2018
- Board of Education Meeting to authorize an award & the contract(s): 6/26/18

Withdrawal, Resubmission or Modification

A Proposer may withdraw a submitted Proposal at any time prior to the Submission Deadline by submitting a written request for withdrawal signed by the proposer: SarmientoR@sfusd.edu with subject line "RFP #ED-FI 2018."

If withdrawn prior to the Proposal Submission Deadline, a new Proposal may be submitted prior to the Submission Deadline. Any modification to a submitted Proposal offered in any other manner, oral or written, will not be considered. A Proposal cannot be changed, corrected, or withdrawn after the Proposal Submission Deadline.

RFP #ED-FI 2018 Contact Person

All communications regarding this RFP must be directed in writing to both:

Rod Sarmiento
Purchasing
135 Van Ness Ave., Room 123
San Francisco, CA 94102
Email: SarmientoR@sfusd.edu



All communications must be in writing, have the subject line “RFP #ED-FI 2018” and reference the RFP title and the specific section(s) of the RFP being referred to. The Proposer will also include all contact information for the requestor and its company.

Exhibit A

**SOFTWARE DEVELOPMENT, ONLINE HOSTING
AND MAINTENANCE AGREEMENT**

BETWEEN

THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT

AND

[CONTRACTOR]

This SOFTWARE DEVELOPMENT, ONLINE HOSTING AND MAINTENANCE AGREEMENT (“Agreement”), dated for convenience _____, is entered into in San Francisco, California, by and between _____ (“Contractor”) and the **San Francisco Unified School District** (“District” or “SFUSD”).

Recitals

WHEREAS, the District desires Contractor to provide the software development, hosting, and maintenance services and deliverables as set forth in this Agreement; and,

WHEREAS, the District issued a Request for Proposals (“RFP”) for such services and deliverables on March __ 2017, and District selected Contractor for award of the Agreement pursuant to the RFP; and,

WHEREAS, the Contractor represents that it is qualified to provide such services and deliverables to the District as set forth in this Agreement; and,

WHEREAS, the Contractor will deliver such services and deliverables, and all updates and improvements to the Software (as defined below) to be delivered hereunder directly via download, without transfer of any tangible personal property;

Now, THEREFORE, in consideration of the mutual promises set forth herein, the Contractor and the District agree as follows:

- 1. Definitions.** Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.
 - a. Acceptance.** Means written notice from the District to the Contractor that the Software Application meets the Design Specifications, as detailed in Section 1(b) (“Acceptance Testing”) herein.
 - b. Acceptance Testing.** After Contractor has made the Software Application available to the District, and/or any further revision, iteration or configuration of the Software

Application in the performance of this Agreement, the District shall have a period of thirty (30) days (“Acceptance Testing Period”) from the date of availability to verify that the Software Application, and/or any such further revision, iteration or configuration of the Software Application, substantially performs to Design Specifications, as detailed in this Agreement. In the event that the District determines that the Software Application, and/or any such further revision, iteration or configuration of the Software Application, does not meet the Design Specifications, the District shall notify the Contractor in writing, and Contractor shall modify or correct the Software Application, any such further revision, iteration or configuration of the Software Application, so that it meets the Design Specifications. The date of acceptance will be that date upon which District provides Contractor with written notice of satisfactory completion of Acceptance Testing (“Acceptance”). District will not be deemed to have Accepted any Software until Contractor receives written notice of Acceptance from District. Contractor will furnish all services, deliverables, materials and technical assistance necessary to conduct the Acceptance Testing.

c. Acceptance Testing Period. Shall have the meaning provided in Section 1(b) (“Acceptance Testing”) herein.

d. Agreement. This Agreement and all appendices expressly referred to and incorporated herein.

e. Application Programming Interfaces or APIs. “Application Programming Interfaces” or “API’s” means the software application programming interfaces that Contractor will develop and deliver to the District pursuant to this Agreement which are necessary to enable the Software Application to interface, communicate data and information, and operate effectively, securely and efficiently (“interface”) with the other District software applications and systems that will interface with the Software, as detailed herein.

f. Authorized Users. “Authorized Users” means all persons holding a valid ID and password issued by the District, as detailed herein.

g. Backend Infrastructure. The “backend infrastructure” of the Content Management System refers to the servers, databases, backup systems, and other technology that the CMS runs on.

h. Content Management System (CMS). A computer or web application that allows publishing, editing, organizing, and modifying website content.

i. Critical Milestones. Shall have the meaning provided in Section 10(a)(2) (“Critical Milestones”) of this Agreement.

j. Deliverables. Those items described and itemized in Appendix A (“Scope of Work”) and elsewhere in this Agreement, which items Contractor shall provide to District in accordance with the schedule specified herein.

k. Design Specifications. Based upon the Functional Specifications, the Design Specifications for the Software Application will be developed by the Contractor pursuant to the design services to be provided to the District by Contractor as detailed in Appendix A (“Scope of Work”). The Design Specifications will refine, through said design process, the Functional

Specifications, and the District will utilize the Design Specifications as the basis upon which the District will determine whether the Software Application satisfies Acceptance Testing. Upon completion of the design process detailed in this Agreement, Contractor shall deliver proposed written Design Specifications to the District for the District's review and written approval (as detailed below), which shall not be unreasonably withheld or delayed. Once the Design Specifications are accepted by the District in writing ("Design Specifications Approval Notice") by the District's Executive Director of the Communications Division, Contractor will use the Design Specifications as the basis for its programming and other Software Application development activities hereunder. The Design Specifications shall also include, at a minimum, detailed descriptions of the hardware and software environment(s), as applicable, in which such Software Application will operate.

l. Documentation. Technical publications relating to use of the Software Application, such as reference, instructional, administrative, maintenance, and programmer materials and manuals, provided by Contractor, as more fully described in Appendix C ("Documentation").

m. End Users. A person who accesses the Software pursuant the District-provided and authorized log-in issued to that person.

n. Functional Specifications. The baseline specifications and requirements for the Software Application as detailed in Appendix A ("Scope of Work"), from which the Contractor shall develop the Design Specifications, as detailed in Section 1(j) ("Design Specifications") of this Agreement.

o. Internet. "Internet" or "internet" shall mean that certain global network of computers and devices commonly referred to as the "Internet" or "internet," including without limitation the World Wide Web.

p. Intranet or Employee Portal. "Intranet" or "intranet," and "Employee Portal" or "employee portal" means the internal, employee-only website to be designed, developed and delivered by Contractor for District pursuant to this Agreement.

q. Object Code. The machine-readable form of the Software.

r. Online. "Online" and "online" shall mean that the item so described is accessible and available via the Internet.

s. Open Source Software. Software made freely available to the public under a license that permits free use, copying, modification, and distribution.

t. Project Schedule. The schedule for Contractor's completion of all phases of Work, and the Critical Milestones associated with such completion, as specified in Appendix A ("Scope of Work").

u. Scope of Work. "Scope of Work" means the services to be provided by Contractor to the District as detailed in Appendix A ("Scope of Work") of this Agreement.

v. Software or Software Application. "Software" or "Software Application" means the online-hosted Software Application as detailed in Appendix A ("Scope of Work") and elsewhere in this Agreement, which includes without limitation the public-facing website,

department-specific and site-specific websites, intranet/ employee portal, CMS website, backend infrastructure, Application Programming Interfaces, Source Code, Object Code, and Documentation, to be designed, developed and delivered by Contractor to District as detailed in this Agreement, and which Contractor will make digitally accessible to the District, the public, Authorized Users and/or End Users, as applicable, via the Internet.

- w. **Source Code.** The human-readable form of the Software.
- x. **Web.** “Web” or “web” shall have the same meaning as “Internet” as defined herein.
- y. **Website.** “Website” or “website” shall mean a specific site on the Internet.
- z. **Work.** The planning, design, drafting, development, implementation, optimization, and integration as required by this Agreement, whether completed or partially completed, including all labor, deliverables and services provided, or to be provided, by Contractor to fulfill its obligations hereunder. The Work, therefore, constitutes all of the requirements for providing the Software Application and services to the District pursuant to this Agreement.

aa. Whenever the words “as directed”, “as required”, “as permitted” or words of like effect are used, it shall be understood as the direction, requirement, or permission of the District, unless otherwise indicated by the context. The words “sufficient”, “necessary”, or “proper”, and the like, mean sufficient, necessary or proper in the judgment of the District, unless otherwise indicated by the context.

2. Availability of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal policies, regulations, and practices of the District. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated. This Agreement will terminate without penalty, liability or expense of any kind to District at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind to District at the end the term for which funds are appropriated. Contractor's assumption of the risk of possible non-appropriation is part of the consideration for this Agreement. This Section controls against any and all other provisions of this Agreement.

3. Term of the Agreement. The term of this Agreement shall be from **[insert start date]** to **[insert end date]**.

4. Effective Date of the Agreement. This Agreement shall become effective upon authorization by the District's Board of Education and full execution by the authorized representatives of the parties.

5. Software Application Development

a. Software Application Development. Subject to the terms and conditions of this Agreement, and in consideration for the payments to be made, Contractor will plan, design,

develop, and deliver the Software Application and other deliverables and services as detailed in this Agreement.

b. Interpretation of the Specifications. The District hereby acknowledges that the Functional Specifications will provide the basis for the Design Specifications, and that the Design Specifications will, upon provision of Design Specifications Approval Notice by the District, provide the basis for the coding and installation of the Software Application as detailed in this Agreement. In the event of a variance between the Functional Specifications and the Design Specifications, the Design Specifications shall be determinative.

c. Interpretive Differences. In the event the District and the Contractor differ in their interpretations of the Proposal, Functional Specifications, Design Specifications, or Acceptance Testing, the District's interpretation, if reasonable, shall be determinative.

6. Qualified Personnel. Contractor's performance obligations under this Agreement shall be performed only by competent personnel under the supervision and employment of Contractor or via subcontract with Contractor pursuant to Section 33 ("Subcontracting") of this Agreement. Contractor will comply with the District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at the District's request, must be supervised by or otherwise under the control of Contractor. Contractor shall commit adequate resources to complete the project according to the schedule specified in this Agreement.

7. Failure to Pass Acceptance Tests. In the event that District determines that the Software Application fails to meet the standards set forth in the Acceptance Test Plan, District shall promptly report to Contractor each deficiency, and Contractor will correct the reproducible aspects of the problem or failure within **[insert number]** days from date of Contractor's receipt of notice of the problem or failure. Problems or failures that do not re-occur or cannot be repeated by Contractor, or by the District in Contractor's presence, shall not be considered a failure. In the event that Contractor cannot achieve Software Application Acceptance within **[insert number]** days following the commencement of Acceptance Testing, Contractor shall be in default under this Agreement and, in addition to those remedies set forth in Section 11 ("Termination; Survival"), the District is further entitled to a refund of all payments made to Contractor under this Agreement.

8. Online Hosting; Support

a. Support Services. Contractor will provide activation support for the Software, including assisting with the implementation of any other software as detailed herein. Contractor will provide reasonable levels of continuing support to assist the District and Authorized Users in use of the Software Application in accordance with the terms and conditions of this Agreement. Contractor will make its personnel available by email, phone or fax for feedback, problem-solving, or general questions. Such support services will be provided by Contractor Monday through Friday from 8am to 5pm PDT. Support requests will be processed within 24hrs. In addition, Contractor will provide tutorials for End Users within the Software Application as required in this Agreement.

b. Online Hosting. Contractor shall provide online hosting for the Software Application at an Ed-Fi Infrastructure as described in Appendix A (“Scope of Work”) and elsewhere in this Agreement (and any applicable disaster recovery site pursuant to Contractor’s Disaster Recovery Plan, as detailed below) as necessary to host and deliver the Software Application. Contractor shall use reasonable efforts to provide continuous service in its provision of the Ed-Fi Infrastructure. Permissible down-time includes periodic unavailability due to maintenance of the server(s), installation or testing of software, loading of additional software, features, or materials as they become available, and downtime related to the failure of equipment or services outside the control of Contractor, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to users of the Ed-Fi Infrastructure. If the Ed-Fi Infrastructure fails to operate in conformity with the terms of this Agreement, District shall immediately notify Contractor, and Contractor shall promptly use reasonable efforts to restore access to and full use of the Ed-Fi Infrastructure as soon as possible.

c. Data Security. Contractor shall at all times during the Term provide and maintain up to-date security with respect to (a) the Software, (b) Contractor's (and/or its subcontractor(s)'s) physical facilities, and (c) Contractor's (and/or its subcontractor(s)'s) networks, to prevent unauthorized access or “hacking” of District's Confidential Information. Contractor shall ensure that the Software is protected by security for the networks and all internet connections consistent with best practices, and Contractor shall ensure that all patches, fixes, upgrades, updates and new versions of all security software, tools and methodologies employed in the performance of this Agreement are promptly installed. Contractor shall a) maintain appropriate safeguards to restrict access to the District's Confidential Information to those employees and agents of Contractor who need the information to carry out the purposes for which such information was disclosed to Contractor, subject to a reasonable nondisclosure agreement, and b) shall not intentionally grant any third party access to District's Confidential Information, including without limitation Contractor’s other customers. For such information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., “firewalls” or similar barriers) and password protected access to the District's Confidential Information. For information disclosed in written form, Contractor agrees that appropriate safeguards include secured storage of District Confidential Information. Contractor also will establish and maintain any additional physical, electronic and procedural controls and safeguards to protect the District's Confidential Information from unwarranted disclosure as may be required for District to comply with all applicable federal and state laws and regulations regarding the confidentiality and security of student information that are now in effect or hereafter imposed, passed or promulgated. Given that risks and threats to online security are constantly evolving, Contractor will, on an ongoing basis, develop and implement security measures designed to protect against the latest risks and threats, consistent with current industry standards for online hosted software applications holding confidential data.

d. Security Certificate. Contractor will ensure that any web service has attached to it a Secure Sockets Layer (SSL), and that such web service will include issuance of a SSL certificate, or other equivalent security certificate, to verify such web service’s identity and to enable secure and encrypted communications between Authorized Applications and/or End Users (as applicable) and the Software.

e. Information Backup. Contractor shall design and develop the Software Application such that its functionalities include daily backups of District data, either incremental or full, and full weekly backups.

f. No Disabling Code. Contractor represents and warrants that the Software, including any future enhancements and modifications thereto, shall be free of any Disabling Code at the time of delivery of any Software under this Agreement. “Disabling Code” means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Software.

g. Disaster Recovery. In the event of a disaster, as defined below, Contractor will be responsible for providing to the District prior to the final Acceptance of the Software Application, a plan for disaster recovery services (a “Disaster Recovery Plan”) to restore the Hosting Services for the Software Application, and all data and content contained therein, for implementation in the event of a disaster, as defined below. For purposes of this Agreement, a “disaster” shall mean an interruption in the Online Hosting services or the inability of Contractor to provide District with the Hosting Services for any reason that could be remedied by relocating the Online Hosting services to a different physical location outside the proximity of the primary data center.

h. Force Majeure. Contractor shall not be liable under this Agreement for failure or delay of performance if caused by an act of God or public enemy, an act of civil or military authorities, or a catastrophe such as an earthquake, pandemic, or national emergency, which is beyond the reasonable control of the Contractor and which temporarily renders impossible the performance of the Contractor’s contractual obligations, either totally or in part (a “Force Majeure Event”), excluding in all cases claims of financial hardship by the Contractor, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement, provided that the Contractor, as soon as reasonably possible, provides the District with notice of the claim of a Force Majeure Event, provides detailed documentation of such Force Majeure Event, and works diligently to meet its contractual obligations. The obligations and rights of the parties shall be extended on a day-to-day basis for the time period equal to the period of the nonperformance by Contractor due to a Force Majeure Event. Notwithstanding the above provisions of this Section, in the event of a period of nonperformance by Contractor lasting more than thirty (30) days due to a Force Majeure Event, the District shall have the option to terminate this Agreement for cause pursuant to Section 11 (“Termination; Survival”) herein, and be refunded on a pro-rata basis the fees paid to Contractor under this Agreement, measured as of the date of the Force Majeure Event through the remainder of the Agreement term.

i. End User Notifications. Contractor shall design, develop and implement End User notifications on the Software (the content of which will be developed collaboratively with and approved by the District), including for example and without limitation, terms of use, privacy policy, parent or guardian informed consent interface(s) in accordance with applicable

state and federal laws and regulations. Contractor shall post or link any such End User notification on the software conspicuously and accessible to End Users potential End Users, and, if requested by the District, shall post or link any such notification on the Software platform page so that End Users and potential End Users are required to act upon such notification (for example and without limitation by scrolling to the bottom of the provided content, and clicking on an “I accept” icon) before the Software can be downloaded or made accessible for continued use by such users.

j. Permissible Downtime. Permissible down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional materials as they become available, and downtime related to the failure of equipment or services outside the control of Contractor, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to District and End Users.

k. Usage Data. Contractor shall ensure that the Software Application provides the District with statistical data regarding the usage of the Software by District, Authorized Users and/or End Users.

l. Password Issuance. Contractor shall design and develop the Software to work with District-assigned Passwords.

m. Training and Updates. Contractor shall provide District staff with initial training and support in the use of the Software Application. Contractor will provide additional training to District staff made necessary by any updates or modifications to the Software Application.

9. Use of Name; Marketing. Excluding a simple statement or acknowledgement of this Agreement, neither party shall use the name, marks or logo of the other party in any planned advertisement, press release, or other planned publicity or marketing materials, in any form or media, without the prior written approval of the other party. Notwithstanding the foregoing provisions of this Section, nothing in this Section shall infringe upon the First Amendment rights of the parties.

10. Project Schedule; Progress Reports.

a. Project Schedule. The Project Schedule is set forth in Appendix A (“Scope of Work”) and may be amended in writing by mutual agreement of the parties.

(1) **Time of the Essence.** To prevent slippage in the completion of the project, the parties agree that time is of the essence, and that the Software will be developed and implemented in accordance with the Project Schedule.

(2) **Critical Milestones.** Contractor acknowledges and understands that the Project Schedule contains certain time-sensitive milestones (Critical Milestones) to be attained by certain dates. Milestones that are Critical Milestones are so indicated in Appendix A (“Scope of Work”).

b. Progress Reports. Contractor will provide District with monthly written status reports advising of Contractor’s progress, which reports will be delivered within 10 (ten) days following the month to which the report relates.

11. Termination; Survival.

a. Termination for Cause. In the event Contractor fails to perform any of its obligations under this Agreement, this Agreement may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days written notice to Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor will be paid for those services performed under this Agreement to the satisfaction of the District, up to the date of termination. However, District may offset from any such amounts due Contractor or other costs that District has or will incur due to Contractor’s non-performance. Any such offset by District will not constitute a waiver of any other remedies District may have against Contractor for financial injury or otherwise.

b. Termination for Convenience. District may terminate this Agreement for convenience and without cause at any time by giving Contractor thirty days written notice of such termination. In the event of such termination, Contractor will be paid for those services performed, pursuant to this Agreement, to the satisfaction of District up to the date of termination. In no event will District be liable for costs incurred by Contractor after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this Section. This Section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work under the Agreement after receipt of the termination notice.

c. Obligations upon Termination. Upon termination of this Agreement, Contractor will submit an invoice to District for an amount which represents the value of its work or services actually performed prior to the effective date of termination for which Contractor has not previously been compensated, except that with respect to reimbursement for Contractor’s services, in no event will the compensation paid for the month in which termination occurs be greater than the scheduled monthly fee multiplied by a fraction, the numerator of which will be the days in the month elapsed prior to the termination and the denominator of which shall be 31. Upon approval and payment of this invoice by District, District shall be under no further obligation to Contractor monetarily or otherwise.

d. Survival. The following sections of this Agreement shall survive termination or expiration of this Agreement:

11(d)	Survival	25	Indemnity
13(b)	Payment Does Not Imply Acceptance of Work	26	Incidental and Consequential Damages

13(c)	Taxes	27	Liability of District
16	Submitting False Claims	32	Audits; Records
17	Independent Contractor	37	Dispute Resolution
21	Intellectual Property Rights	37	Non-waiver of Rights
22	Warranty	39	Agreement Made in California; Venue
23	Confidentiality	40	Construction
24	Insurance	41	Entire Agreement; Severability

12. Default; Remedies. Each of the following shall constitute an event of default (“Event of Default”) under this Agreement:

a. Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

13(c)	Taxes	24	Insurance
16	Submitting False Claims	33	Subcontracting
23	Confidentiality	44	Compliance with Laws

b. Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten (10) days after written notice thereof from District to Contractor.

c. Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

d. A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for

liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor. On and after any Event of Default, District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Contractor under this Agreement all damages, losses, costs or expenses incurred by District or District as a result of such Event of Default. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

13. Compensation; Payment; Taxes.

a. Compensation. District shall pay Contractor, in arrears, the compensation due for services rendered under this Agreement. Compensation shall be made in monthly payments, in arrears, on or before the **[insert day]** day of each month for the preceding month's Work provided hereunder, as set forth in this Agreement, which the District concludes that such Work has been performed as of the **[insert day]** day of the immediately preceding month. In no event shall the amount of this Agreement exceed **[insert whole dollar amount in numbers and words]**, unless pursuant to a written modification to this Agreement as provided for herein. The breakdown of costs associated with this Agreement appears in Appendix B ("Calculation of Charges") which is hereby attached and incorporated into this Agreement by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until deliverables, services and/or reports required under this Agreement are received from Contractor and approved by District as being in accordance with this Agreement. District may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall District be liable for interest or late charges for any late payments.

b. Payment Does Not Imply Acceptance of Work. The granting of any payment by District, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, deliverables or materials although the unsatisfactory character of such work, deliverables or materials may not have been apparent or detected at the time such payment was made. Work, deliverables, materials, components, or workmanship that does not conform to the requirements of this Agreement may be rejected as provided for in this Agreement and in such case must be replaced by Contractor without delay as provided for herein.

c. Taxes. It is the understanding of the parties that under California law no taxes are imposed on the online and other services to be provided pursuant to this Agreement. Should this understanding prove to be incorrect, Contractor shall notify District of the levying of such taxes,

and Contractor will, unless an exemption applies, pay the taxing authority directly any applicable taxes (excluding payroll, property, or any other taxes that are the responsibility of Contractor as an employer and company in its own right) levied in connection with the online and other services provided hereunder. Contractor will provide documentation of any such taxes paid, and the parties will amend this Agreement pursuant to Section 42 (“Modification of Agreement”) to provide for the payment to Contractor for any such taxes so levied, paid and documented. If District will claim any exemption from such taxes, fees or charges, District will provide Contractor with any supporting documentation required by the taxing authority.

14. Guaranteed Maximum Costs. District shall not be obligated hereunder at any time to Contractor for any amount exceeding the amount to be paid to Contractor as provided for herein. District, nor are any employees or officers of District, authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in this Agreement unless the Agreement is modified in writing as provided for herein. District is not required to reimburse Contractor for any services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written modification to this Agreement as provided for herein. District, nor are any employees or officers of District, authorized to offer or promise to Contractor additional funding for this Agreement which would exceed the maximum amount of funding provided for in this Agreement for Contractor’s performance under this Agreement. Any additional funding for this Agreement in excess of the maximum provided in this Agreement shall require written modification to this Agreement as provided for herein. District is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval of the District’s Board of Education when such lawful approval has not been obtained.

15. Payment; Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to District. Each invoice must contain a unique identifying number. All amounts paid by District to Contractor shall be subject to audit hereunder. Payment shall be made by District to Contractor at the address specified in Section 31 (“Notice to the Parties”).

16. Submitting False Claims. A contractor, subcontractor or consultant may be deemed to have submitted a false claim if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim approved by the District; (c) conspires to defraud the District by getting a false claim allowed by the District; (d) has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt; (e) is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used; (f) knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property; (g) knowingly makes, uses, or

causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or (h) is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

17. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by District under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with District, nor be entitled to participate in any plans, arrangements, or distributions by District pertaining to or in connection with any retirement, health or other benefits that District respectively may offer its employees. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between District and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor shall also complete and submit the attached **W-9 form** prior to or upon Contractor's execution of this Agreement.

18. District Designated Representative. District will make available to Contractor a designated project manager who will work with Contractor on the implementation of this Agreement, and who will work with other District staff as appropriate to promptly: (1) review all specifications, technical materials and other documents submitted by Contractor, request necessary corrections, and, as applicable, approve such documents as provided for under this Agreement; (2) provide, or facilitate the provision of, requested information and data; and (3) facilitate the provision to Contractor of access to District staff, facility and hardware as needed in the performance of this Agreement.

19. Data Conversion. Contractor shall be responsible for the timely and accurate conversion of District's data to the format required by the Software, and for providing the test data as may be necessary for Acceptance Testing.

20. Contractor Staffing and Support Services

a. Project Manager. Contractor shall designate a Project Manager, who shall be accessible by telephone or email (or other equivalent means) throughout the duration of the Agreement and shall be available [**insert times of days, days of week, and exceptions (e.g., from 9 a.m. to 5 p.m. Monday through Friday, excluding weekends and holidays)**]. These hours may be adjusted by mutual agreement of District and Contractor. Contractor shall use its best efforts to maintain the same Project Manager until final Acceptance of the Software.

However, if Contractor needs to replace its Project Manager, it shall provide District with written notice thereof at least thirty (30) days prior to the date the Project Manager is to be replaced. Notwithstanding the foregoing, Contractor may appoint temporary Project Managers in connection with short term unavailability, sick leave, or reasonable vacations, provided that Contractor gives District reasonable notification thereof in advance.

b. Staffing. Work under this Agreement shall be performed only by competent personnel appropriately trained in technical skills to perform their duties under the supervision of, and in the employment of, Contractor. Contractor will comply with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, must be supervised by Contractor.

c. Maintenance and Support. As detailed in Appendix A (“Scope of Work”), Contractor shall maintain the correct operation of the Software and provide related maintenance and support services to District. Contractor will provide activation support, including assisting with the implementation of the Software. Contractor will offer reasonable levels of continuing support to assist District and End Users in use of the Software. Contractor will make its (or its subcontractor’s) personnel available by email, or phone for feedback, problem-solving, or general questions. Additionally, Contractor shall provide telephone support for End Users in the operation of the Software.

d. Consulting Services. Upon request by District, Contractor will provide programming, project management, consulting and other related services outside the Scope of Work and specifications as provided for in Appendix A (“Scope of Work”) and elsewhere in this Agreement. The scope and charges for such services shall be specified by Contractor as a separate category in Appendix A (“Scope of Work”) entitled “Out-of-Scope Services.”

21. Intellectual Property Rights

a. Works for Hire. Contractor and District each understand and agree that in the performance of this Agreement, Contractor (and/or its subcontractors) will create original works of authorship such as and without limitation the Software Application, updates, upgrades, bug fixes, systems designs, Source Code, Object Code, API’s, artwork, copy, photographs, videotapes, audiotapes, reports, diagrams, surveys, blueprints and/or any other original works of authorship, and such works of authorship are works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the District. Contractor shall deliver to the District all such works for hire created in the performance of this Agreement. In addition, and without in any way limiting the foregoing, Contractor and the District each understand and agree that all Intellectual Property Rights (as defined below) in and to such works for hire are the sole property of the District. If necessary, Contractor shall take any additional actions and/or complete any documentation necessary to effectuate the District’s Intellectual Property Rights hereunder. “Intellectual Property Rights” shall mean any and all proprietary rights and moral rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts. If it is ever determined that any works

created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights and other Intellectual Property Rights to such works to the District, and each hereby agrees to provide any material and execute any documents necessary to effectuate such assignment.

b. Use by Contractor. Only with the prior written approval of the District may Contractor retain and use copies of any the works-for-hire created pursuant to this Agreement, and solely for reference and as documentation of Contractor’s experience and capabilities. Such approval may be later revoked or limited by the District by written notification to the Contractor, in accordance with Section 31 (“Notice to the Parties”) of this Agreement, and such revocation or limitation shall be implemented by Contractor within a commercially reasonable timeframe but in no case later than 30 calendar days from the receipt of such notice.

c. Ownership of the Data. Any data or other materials furnished by the District for use by Contractor under this Agreement shall remain the sole property of the District and will be held in confidence in accordance the terms and conditions of this Agreement.

d. Third Party Materials; Open Source Software.

(1) Contractor and District acknowledge and agree that Contractor may use intellectual property owned by third parties, e.g. software, source code (including without limitation open source software), photography and artwork (“Third Party Materials”) in the development of the Ed-Fi Infrastructure under this Agreement. To the extent that such Third Party Materials are used, Contractor shall ensure that the rights to use all such materials are obtained for the benefit of the District, and that all rights and warranties in such materials are passed on to the District with the provision of the Ed-Fi Infrastructure as provided for in this Agreement.

(2) Contractor shall provide a list of all Third Party Materials proposed to be used in the development and maintenance of the Ed-Fi Infrastructure under the Agreement prior to the use of any such materials in the performance of the Agreement, for approval in writing by the District. Further, Contractor shall deliver to the District a final list of all Third Party Materials used in the Ed-Fi Infrastructure with the delivery of such properties pursuant to this Agreement.

(3) Contractor will not, and will not permit any third party to, do anything that will make any of the District’s proprietary software source code developed pursuant to the Agreement subject to any open source or similar license, including those currently listed at <http://www.opensource.org/licenses/alphabetical>, or any other obligation to disclose the proprietary source code thereof, except as expressly provided for in this Agreement.

(4) Notwithstanding the foregoing restrictions, the Contractor understands and agrees that the Contractor may use, and is encouraged (for purposes of efficiency and cost savings) to use, open source technology in the development of the District’s Ed-Fi Infrastructure, in accordance with the requirements of this Agreement.

(5) Contractor will use only open source technology that either (i) carries no requirement to release, license or distribute to the open environment any modifications to the open source technology used, or (ii) carries only a requirement to release, license or distribute to the open environment contributions to the betterment of the open source technology and which do not carry any requirement to release, license or distribute to the open environment any proprietary software source code of the District's Ed-Fi Infrastructure.

22. Warranty.

a. Warranty of Authority. Each party hereby warrants that it is authorized to enter into this Agreement.

b. Warranty of Performance. Contractor hereby warrants that when fully implemented, the Software Application, and any updates and improvements to the Software Application provided pursuant to this Agreement, to be developed and provided under this Agreement shall perform in accordance with the Design Specifications applicable thereto on the Software Acceptance date.

23. Confidentiality.

a. "Confidential Information" means information disclosed by Contractor or the District (each a "Participant" for purposes of this Section 23 ("Confidentiality")), to the other Participant, that is marked as confidential or would normally be considered confidential under the circumstances. Confidential Information does not include information that: (a) the receiving Participant of the Confidential Information already knew; (b) becomes public through no fault of the receiving Participant; (c) was independently developed by the receiving Participant; or (d) was rightfully given to the receiving Participant by another party (not a Participant).

b. Obligations. Each Participant (as defined in Section 23(a) ("Confidential Information" above) will: (a) protect the other Participant's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to its employees and agents who need to know it and who have agreed in writing to keep it confidential. Each Participant (and its employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each Participant is responsible for any actions of its employees and agents in violation of this Section 23 ("Confidentiality").

c. Compliance with Subpoena or Court Order. Notwithstanding anything to the contrary herein, if and to the extent that any Confidential Information may be subject to disclosure pursuant to a lawful subpoena or a court order, a Participant (as defined in Section 23(a) ("Confidential Information") above, may disclose such Confidential Information to the extent required thereby, and such disclosure shall not be deemed a violation of this Agreement. In the event a Participant receives a subpoena or court order covering the Confidential Information, then prior to disclosing such information, the receiving Participant shall provide written notice to the other Participant or Participants, as applicable, of such subpoena or court

order, if legally permissible, as soon as possible and in no event more than seventy-two (72) hours after the receiving Participant has received such subpoena or court order, in order to allow time for the other Participant or Participants, as applicable, to take legal action to prevent disclosure if such Participant(s) so choose. Nothing herein shall require the receiving Participant to take any action, or to refuse to disclose information, where to do so would violate applicable law.

d. Student Data; “School Official” Under FERPA. “FERPA” means the Family Educational Rights and Privacy Act (20 U.S.C. 1232g), and the FERPA regulations (34 CFR Part 99), as may be amended or otherwise modified from time to time. Contractor understands and agrees that (a) District data includes personally identifiable information from student education records that are subject to FERPA (“FERPA Records”); and (b) for the purposes of this Agreement, Contractor will be considered a “School Official” (as that term is used in FERPA and its implementing regulations) of the District and will comply with FERPA. Such compliance includes without limitation, use by Contractor of such District data provided in the performance of this Agreement that such data shall be used solely for the provision of services to the District hereunder, except to the extent otherwise provided by law. Pursuant to the “School Official” provisions of FERPA, under this Agreement, Contractor is each performing a service or function for the District for which the District would otherwise use its own employees, and the District is authorized to share District student data, including without limitation personally identifiable information (as that term is defined in FERPA), solely for the performance of such services or functions on behalf of the District, in this case, the provision of the services as detailed in this Agreement. Under the “School Official” provisions of FERPA, prior written parent consent, or prior written student consent for a student age 18 or older, is not required for the District to disclose FERPA records to Contractor, nor for Contractor to disclose FERPA records to the District. Pursuant to this Agreement, student data from education records shall remain the property of and under the control of the District. Notwithstanding the foregoing, to the extent applicable, a student may retain possession and control of his or her student-generated content posted, uploaded, published, submitted, transmitted or generated to the Software Application.

24. Insurance.

a. Without in any way limiting Contractor’s liability pursuant to Section 25 (“Indemnity”) of this Agreement, Contractor shall procure and maintain during the full term of this Agreement, at a minimum, insurance amounts and coverage as follows:

(1) Comprehensive General Liability (CGL) Insurance with limits not less than \$2,000,000 (two million dollars) each occurrence and \$4,000,000 (four million dollars) in the aggregate for Bodily Injury and Property Damage, including coverage for claims of sexual abuse and molestation. A waiver of the requirement that CGL coverage include sexual abuse and molestation coverage may be requested through the District’s Contracts Office provided that Contractor will have no contact with District students in the performance of this Agreement as provided for in Section 29 (“Criminal Background Check; Subsequent Arrest Notification”)

herein. The parties understand and agree that the District shall rely upon the representations that the Contractor shall make in any such waiver.

(2) Automobile Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. A waiver of the Automobile liability insurance requirements may be requested by Contractor provided that Contractor will not use any automobile in the performance of this Agreement. The parties understand and agree that the District shall rely upon the representations that the Contractor shall make in any such waiver.

(3) Workers' Compensation Insurance, with Employer's Liability limits in accordance with the applicable state statutory minimum each accident. A waiver of the workers' compensation insurance requirements may be requested by Contractor provided that Contractor is a sole proprietor with no employees. The parties understand and agree that the District shall rely upon the representations that the Contractor shall make in any such waiver.

(4) Technology errors and omissions (E&O) liability insurance coverage with limits of one million dollars (\$1,000,000) per occurrence/claim. The policy shall, at a minimum, cover failure to render professional services, negligence, professional misconduct and lack of the requisite skill required for the performance of services under this Agreement, and shall also provide coverage for the following risks:

- i. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personally identifiable information, such as, without limitation, name, address, social security number, protected health information, security codes, access codes, passwords, or personal identification numbers (PINs) stored or transmitted in electronic form, and shall include coverage for privacy notification costs, credit monitoring and regulatory fines & fees arising from such theft, dissemination and/or use of confidential information.
- ii. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks.
- iii. Liability arising from the introduction of a computer virus into, or otherwise causing damage to the District's or a third party's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
- iv. Liability arising from the failure of the technology services/product(s) provided pursuant to this Agreement.

(5) Cyber-liability insurance coverage with limits of not less than one million dollars (\$1,000,000) per occurrence/claim and an annual aggregate of two million dollars

(\$2,000,000) covering liability arising from occurrences/claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, and failure to render professional services. Such insurance shall provide coverage for liability assumed under a contract.

b. All policies shall be written on an occurrence basis, except as otherwise provided for in this subsection. Coverage may be provided on a claims-made form, provided that the following requirements are met:

(1) The retroactive coverage date shall be shown, and shall commence before the beginning of any Contractor operations and/or performance under this Agreement.

(2) Contractor shall maintain the required coverage throughout the term of this Agreement and, without lapse, and provide Certificates of Insurance to District upon request for a period of three (3) years beyond the expiration or termination of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration or termination of the Agreement, such claims shall be covered.

(3) If coverage is cancelled or non-renewed, and not replaced with another claims-made form with a retroactive date prior to the beginning of any Contractor operations and/or performance under this Agreement, Contractor shall purchase an extended reporting period for a minimum of three (3) years after the expiration or termination of the Agreement.

(4) If requested by District, Contractor shall provide a copy of the policy's claims reporting requirement, or any other policy documents.

c. Comprehensive General Liability policy must provide the following:

(1) Name as Additional Insureds the San Francisco Unified School District, its Board, officers and employees.

(2) That such policy is primary and non-contributory to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

d. Contractor shall provide thirty (30) days advance written notice to District of any notice of cancellation, non-renewal or reduction in Contractor's coverage that Contractor receives from its insurance provider, in accordance with the Section 31 ("Notice to the Parties") herein. Nothing provided in this subsection "d" of this Section 24 ("Insurance") shall in any way limit Contractor's obligations to maintain Insurance in accordance with the requirements of this Section 24 ("Insurance").

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense

costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.

f. The insurance requirements under this Agreement shall be the greater of (1) the minimum limits and coverage specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of the Contractor under this Agreement.

g. Waiver of Subrogation. Contractor agrees to waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis. Contractor shall promptly notify District of any such express prohibition or condition in any applicable policy which may void coverage.

h. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees and agents (including without limitation its subcontractors).

i. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receive satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may terminate this Agreement effective on the date of such lapse of insurance or such later date as the District, may designate.

j. Before commencing any operations under this Agreement, Contractor shall provide District with the certificates of insurance and Additional Insured endorsements, with insurers satisfactory to District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the request of the District. Contractor also understands and agrees that District may withhold payment for services performed for any violations of the insurance provisions of this Agreement until such violations are cured to the reasonable satisfaction of the District.

k. Approval of the insurance by District shall not relieve or decrease the liability of Contractor hereunder.

25. Indemnity.

a. Indemnification. Contractor shall indemnify and save harmless District, and the officers, employees and agents of each, from, and, if requested, shall defend them against, any and all third party claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including reasonable legal fees and costs of investigation) (collectively “Claim”), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement by Contractor and/or Contractor’s agents or employees, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of Education Code section 45125.1 and/or disclosure of confidential information which might be obtained by Contractor or Contractor’s agents or employees in the performance of this Agreement.

b. Indemnity Conditions. Contractor’s defense and indemnification obligations under this Section 25 (“Indemnity”) are conditioned upon the following: (i) District providing Contractor with prompt written notice of any claim for which indemnification is sought, provided however that no delay on the part of the District shall relieve Contractor from any obligation hereunder; (ii) Contractor having sole control of the defense and settlement of such claim, provided, however, that Contractor will not consent to the entry of any judgment or enter into any settlement with respect to the claim without the prior written consent of District (which consent will not be unreasonably withheld) except where the judgment or proposed settlement involves only the payment of money damages by Contractor, does not impose any obligation upon District, and Contractor obtains the full and complete release of District; District shall have the right to have any suit or proceeding monitored by counsel of District’s choice and at the District’s expense; and (iii) District’s reasonable cooperation with Contractor in the defense and settlement of the claim at Contractor’s expense.

26. Incidental and Consequential Damages. CONTRACTOR SHALL BE RESPONSIBLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING IN WHOLE OR IN PART FROM CONTRACTOR’S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS AGREEMENT. NOTHING HEREIN SHALL CONSTITUTE A WAIVER OR LIMITATION OF ANY RIGHTS THAT THE DISTRICT MAY HAVE UNDER APPLICABLE LAW.

27. Liability of District. DISTRICT’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 13(a) (“COMPENSATION”) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL DISTRICT BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

28. Conflict of Interest.

a. Conflict of Interest Standards. The following is a brief overview of conflict of interest laws and policies. Contractor is responsible to know, and comply with, the full requirements of the law.

(1) Under the California Political Reform Act (CPRA), codified in part as Government Code section 1090 and sequential, and section 87100 and sequential: No public official shall make, participate in making, or in any way attempt to use his or her official position, to influence a contract on behalf of the public agency when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.

(2) Government Code section 1090 defines “making” a contract broadly to include actions that are preliminary or preparatory to the selection of a contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations. (Cal. Govt. Code § 1090)

(3) SFUSD Board Policy 3850 provides: “That no Board Member or employee of the San Francisco Unified School District, except persons engaged in the performance of contracts as early retirees or consultants under the approved federally assisted programs, may participate in bidding or have any interest, direct or indirect, in any contract made by or on behalf of the School District within two (2) years after the termination of a Board Member’s term in office or the termination of employment with the School District. Except as herein provided, any contract or other transaction entered into for or on behalf of the School District, in violation of the terms herein provided, shall be void and unenforceable against the School District.” (SFUSD Board Policy 3850)

(4) State law limits the amount of gifts that may be received by public officials from a single source during a calendar year. The gift limit is \$460 per source per calendar year (effective January 1, 2015 through December 31, 2016). (See e.g. Cal. Govt Code 89503; 2 CCR 18940.2. See also www.fppc.ca.gov)

(5) State law prohibits, with limited exceptions, certain former local public officials from appearing before their former public agency for the purpose of influencing a governmental decision for 12 months from the date the former employee left that public agency. (Cal. Govt. Code § 87406.3)

(6) State law bars a public agency employee from making governmental decisions regarding an organization which is engaged in employment negotiations with that public agency employee. (Cal. Govt. Code § 87407)

(7) Contractors and their representatives may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If applicable, Contractors/representatives must submit a disclosure filing called a Statement of Economic Interests or “Form 700.” (Cal. Govt. Code §§ 81000-91015; SFUSD Board Rules and Procedures 9270, “Conflict of Interest Code”)

b. Obligations of Contractor. It is the obligation of the Contractor, as well as any subcontractors, to determine whether or not participation in a contract may constitute a conflict of interest. While the District staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify the District immediately if it finds that a potential conflict may exist.

c. Consultation with Counsel. The District strongly advises any Contractor, and any proposing/ bidding firm, to consult with its legal counsel to determine whether a conflict of interest may exist. It is the responsibility of a Contractor, or a proposing/bidding firm, to make that determination.

d. Consequences of a Violation. Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. The government agency can seek repayment from the Contractor of any amounts already paid, and refer the matter to appropriate authorities for prosecution. Additional consequences may also apply.

e. Disclosure Requirement. Contractor will submit to the District a list of all of Contractor's employees (including owners) who are also current SFUSD Board members or employees, or former SFUSD Board members or employees in the last two years. Contractor will submit the attached "Contractor's Disclosure Form Regarding SFUSD Officials." Contractor will update this form with SFUSD, as needed, during the term of this Agreement. Exception: Public agencies that provide contract services to the District are not subject to this disclosure requirement.

f. Compliance with Gift Limits. Contractor will abide by legal gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to District officials, and in order not to place District officials in conflict with any specific gift restrictions: (1) No Contractor or representative thereof shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any District contracting or procurement official at any time. (2) No Contractor or representative thereof shall offer or give, directly or indirectly, any gifts in a calendar year to a District official which exceed the allowable gift limit. (See e.g. Cal. Govt Code 89503; 2 CCR 18940.2. See also www.fppc.ca.gov)

g. Employment Negotiations. Prior to engaging in employment negotiations with a District employee (e.g. a job interview or discussion of a job offer), Contractor shall notify that District employee's supervisor of Contractor's interest in hiring said employee, so that, if applicable, and if practicable, a full separation may be established between the public employee and any governmental decisions regarding that Contractor.

h. Contractor Certification. In signing this Agreement, Contractor certifies that it will comply with conflict of interest laws and regulations, and SFUSD Board Policies. Contractor acknowledges that it is familiar with these provisions; certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.

i. File Statement of Economic Interests (“Form 700”) as Applicable. Contractors and their representatives may be required to disclose any economic interests they hold that could foreseeably be affected by the exercise of their public duties. (Govt. Code §§ 81000-91015; SFUSD Board Rules and Procedures 9270 “Conflict of Interest Code”) This filing, called a Statement of Economic Interests or “Form 700,” aides public officials to ensure they do not make or participate in making any governmental decision in which they have a financial interest.

(1) **Applicability.** Contractors/representatives are considered public officials and must file a Form 700 only if they qualify as “Consultants.” Under SFUSD’s Conflict of Interest Code, “Consultant” means any natural person who provides, under contract, information advice, recommendation or counsel to an agency, department, officer, or commission, provided, however, that a “Consultant” shall not include a person whom:

- i. Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and
- ii. Possesses no authority with respect to any agency decision beyond the rendition of information, advice, recommendation or counsel.

(2) **Filing Deadlines.** Contractors/representatives required to file a Form 700 shall submit a filing: (a) ten days prior to commencement of work with SFUSD; (b) yearly thereafter by the April 1st annual due date; and (c) upon termination of work with SFUSD.

(3) **Interests to Be Disclosed.** Contractors/representatives required to file a Form 700 shall disclose only income, investments and business positions in: (a) business entities that manufacture or sell supplies, books, machinery or equipment of the type utilized or purchased by SFUSD and for which the Contractor/representative is a manager or director; and/or in (b) business entities that are contractors or subcontractors engaged in the performance of work services of the type utilized or purchased by SFUSD and for which the Contractor/representative is a manager or director.

(4) **Filing Process.** Form 700 must be received by SFUSD’s Contracts Office by the timelines provided herein, in order to be considered properly filed.

(5) **Disqualification.** Consultants/Representatives who must file financial disclosure statements, like other public officials under the CPRA, are subject to disqualification when they encounter decision-making that could affect their financial interests. Contractors and

their representatives shall be responsible for ensuring that they take the appropriate actions necessary in order not to violate applicable laws and SFUSD policies.

29. Criminal Background Check; Subsequent Arrest Notification.

a. Criminal Background Check

(1) Contractor is required to comply with the criminal background check provisions of Education Code Section 45125.1. Contractor will conduct criminal background checks through the California Department of Justice (CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks, and will obtain subsequent arrest notification (as below), for all Contractor employees, agents, and volunteers who will have more than limited contact with District students pursuant to this Agreement. Contractor shall ensure that no Contractor employee, agent or volunteer shall have contact with District students pursuant to this Agreement if he or she has been convicted of a serious or violent felony as defined by EC 45125.1 (citing EC 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as defined by EC 44011. Contractor shall ensure that no Contractor employee, agent or volunteer who has been convicted of a serious or violent felony as defined by EC 45125.1 (citing EC 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as defined by EC 44011 will have more than limited contact with District students pursuant to this Agreement. This prohibition does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.

(2) The District will not be responsible for the costs of the criminal background checks.

(3) As written certification of its compliance with the criminal background check requirements and subsequent arrest notification requirements (as below) for all Contractor employees, agents, and volunteers who will have more than limited contact with District students pursuant to this Agreement, Contractor shall complete and submit to the District the Criminal Background Check/Tuberculosis Clearance Certification Form (“CBC/TB form”) (ATTACHED). Contractor shall list all such employees, agents or volunteers by name and date of criminal background check clearance on the CBC/TB form, or via attachment, as provided for in said CBC/TB form.

(4) Throughout the term of this Agreement, for any Contractor employees, agents or volunteers that Contractor hires or assigns subsequent to Contractor’s initial submission of the CBC/TB form to District, and who will have more than limited contact with District students pursuant to this Agreement, Contractor will comply with the provisions of this Section including without limitation conducting background checks and obtaining subsequent arrest notification (as below), and submitting additional CBC/TB forms to District.

(5) The criminal background check requirements, and subsequent arrest notification requirements (as below), apply only to Contractor’s employees, agents or volunteers will have more than limited contact with District students pursuant to this Agreement.

Contractor's employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check and subsequent arrest notification requirements. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students by checking the "no contact" box on the CBC/TB form, the District's Cabinet-level Administrator supervising this Agreement will have the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have only limited contact with students. The District's determination shall control.

b. Subsequent Arrest Notification

(1) In addition to the initial criminal background check, Contractor will obtain from CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have more than limited contact with District students pursuant to this Agreement. District shall not be responsible for the costs associated with the subsequent arrest notifications.

(2) Upon receipt of notice that any of its employees, agents, or volunteers who will have more than limited contact with District students pursuant to this Agreement has been arrested or convicted of a serious or violent felony as defined by EC 45125.1 (citing EC 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as defined by EC 44011, Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with District students pursuant to this Agreement, and Contractor will immediately notify the District of such arrest.

c. Without limiting any other available legal remedies, Failure by Contractor to comply with this Section may result in termination of this Agreement at the District's sole discretion.

30. Tuberculosis Testing.

a. Contractor shall ensure that all of its employees, agents or volunteers whose functions require frequent or prolonged contact with students will complete tuberculosis examination the same as the examination that is described in California Education Code section 49406. Contractor shall ensure that all of its employees, agents or volunteers who have a written clearance certification have undergone the foregoing examination at least once every four (4) years if the Contractor is still rendering services to the District.

b. The District shall not be responsible for the costs of the examination.

c. Contractor shall submit written certification to the District, using the attached Criminal Background Check/Tuberculosis Clearance Written Certification Form ("CBC/TB form"), that its employees, agents or volunteers who will have frequent or prolonged contact with students have passed the tuberculosis test requirements. Contractor shall list such employees, agents or volunteers by name and date of clearance on the CBC/TB form (ATTACHED).

d. The tuberculosis clearance requirement applies only to Contractor’s employees, agents or volunteers will have frequent or prolonged contact with students. Contractor’s employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet tuberculosis clearance requirements. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students by checking the “no contact” box on the CBC/TB form, the District’s Cabinet-level Administrator supervising this Agreement will have the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have no contact or only limited contact with students. The District’s determination shall control.

e. Contractor shall ensure that only its employees, agents or volunteers who have submitted to and passed a tuberculosis clearance, and for whom a CBC/TB form has been submitted to the District, shall have frequent or prolonged contact with students under this Agreement. Contractor will maintain on file in Contractor’s offices current documentation that each of its employees, agents or volunteers who will have frequent or prolonged contact with students hereunder meets tuberculosis clearance requirements.

31. Notice to the Parties. All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office as listed below. Any notice of default must be sent by registered mail, overnight delivery by a national delivery company, or courier. A party may change the address to which notice is to be sent by giving written notice thereof to the other party.

NOTICE TO THE CONTRACTOR:

CONTRACTOR	
CONTACT PERSON NAME	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	()
EMAIL ADDRESS	

NOTICE TO THE DISTRICT:

	SAN FRANCISCO UNIFIED SCHOOL DISTRICT
SITE/DEPARTMENT	INSERT NAME OF SITE/DEPARTMENT
HEAD OF SITE/DEPT.	
CONTACT PERSON NAME	
STREET ADDRESS	
CITY, STATE, ZIP	San Francisco, CA
TELEPHONE	()
EMAIL ADDRESS	

WITH NOTICE ALSO TO THE DISTRICT CONTRACT OFFICE:

SFUSD Contracts Office
135 Van Ness Street, Room 102
San Francisco, CA 94102
Tel. 415-355-6963
contract@sfusd.edu

32. Audits; Records.

a. Audit and Inspection of Records. To the extent not otherwise prohibited by law, Contractor agrees to maintain and make available to District, during regular business hours, accurate books and accounting records relating to the Contractor's work under this Agreement. To the extent not otherwise prohibited by law, Contractor will permit District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement. To the extent not otherwise prohibited by law, Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until after final audit has been resolved, whichever is later.

b. SSAE 16 SOC2 Audit. During the Term of the Agreement, Contractor will provide to District, on a semi-annual basis, the SSAE 16 SOC2 audit report ("Audit Reports") that Contractor receives from its hosting service provider as follows: (a) the Audit Reports will include a 180 day (six month) testing period; and (b) the Audit Reports will be provided to District no later than 30 days after they are received by Contractor. Upon District's written request, Contractor will provide a so-called "negative assurance opinion" to District as soon as said opinion is received from Contractor's hosting service provider. Contractor shall on a semi-annual basis, and otherwise as reasonably requested by District: (i) provide the foregoing Audit Reports to District and (ii) request such "negative assurance opinions" on District's behalf.

33. Subcontracting. Contractor may use the services of subcontractors in the performance of services under this Agreement, including the use of third-party providers of platform as a service and/or infrastructure as a service, however, in so doing, Contractor shall remain responsible for the overall performance of this Agreement. In no event shall Contractor subcontract or delegate the whole of this Agreement. In subcontracting, Contractor shall not thereby be relieved from any liability or obligation under this Agreement and, as between District and Contractor, Contractor shall be responsible for the acts, defaults and omissions of any subcontractor of Contractor in the performance of this Agreement as fully as if they were the acts, defaults or omissions of Contractor. All references herein to duties and obligations of Contractor shall be deemed to pertain also to all Contractor subcontractors to the extent applicable to the subcontracted portion of the Agreement. Nothing contained in this Agreement shall create any contractual relationship between any of Contractor's subcontractors and District. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party to

this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

34. Assignment. Except to the extent expressly permitted under Section 33 (“Subcontracting”) herein, the services to be performed by Contractor hereunder are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor without the written consent of the District by written instrument executed and approved in the same manner as this Agreement.

35. Nondiscrimination. (Required by District Board of Education Policy 0410)

a. The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing services to the District, it is Contractor’s obligation to comply with District Board of Education Policy 0410, which requires that all District programs, activities, and practices be free from discrimination based race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

b. Contractor hereby represents and affirms that it is Contractor’s policy that its programs, activities, and practices are free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

c. Contractor agrees that it will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

36. Dispute Resolution.

a. Contractor and District agree to exercise reasonable efforts and to negotiate in good faith to amicably resolve any dispute that may arise concerning the performance by Contractor or District of its obligations under this Agreement. If the project managers for District and Contractor cannot resolve a dispute through such negotiations, then such project managers will escalate the dispute to their respective executives who are at a higher level of management than the project managers.

b. In such event, Contractor or District shall give the other party written notice of any dispute not resolved by good faith negotiations between the respective project managers (the “initial notice”). Within fifteen (15) days after delivery of such initial notice, the receiving parties shall submit to the sending party a written response. Both the initial notice, and the response, shall include (i) a statement of the party’s position, (ii) a summary of arguments

supporting that position, and (iii) the name and title of the executive who will represent that party and of any other person who will accompany the executive.

c. Within thirty (30) days after delivery of the initial notice, the executives of the parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one of the parties to the other shall be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

d. If the executives cannot resolve the dispute to the satisfaction of Contractor and District, then the parties may attempt to mutually agree on the conditions under which such unresolved disputes can be referred to mediation or non-binding arbitration. If such parties do not mutually agree to mediation or non-binding arbitration, or mutually select a mediator or arbitrator for the dispute, or such efforts do not resolve the dispute, Contractor and District may pursue any remedy available under California law.

37. Non-Waiver of Rights. The omission by a party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof at the time designated, shall not be a waiver of any such default, right or performance to which the party is entitled, nor shall it in any way affect the right of the party to enforce such default, right or performance thereafter.

38. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California without regard to its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco, California.

39. Construction. All section headings, also referred to as paragraph captions, are for convenience of reference only and are not intended to define the scope of any provision of this Agreement.

40. Entire Agreement; Severability.

a. Entire Agreement. This Agreement sets forth the entire agreement between the parties, and supersedes all other prior or contemporaneous oral or written provisions.

b. Execution of the Agreement; Counterparts.

(1) Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies).

(2) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when all counterparts have been signed by the parties and delivered to the other.

c. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

41. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

42. Change Orders. District may at any time, in writing, submit a proposed Change Order to Contractor. Within ten (10) working days of receiving such proposed Change Order, Contractor shall submit to District a written cost estimate, which shall include any adjustments to the Project pricing, the Project Schedule, the Functional Specifications, Design Specifications or any other obligations of Contractor hereunder, as applicable. If, after review of Contractor's response, District wishes to proceed with such Change Order, then Contractor and District shall complete a written modification to this Agreement as provided for in Section 42 ("Modification of Agreement") of this Agreement, prior to implementing any such Change Order.

43. Compliance with Laws. Contractor shall keep itself fully informed of all state and federal laws and regulations applicable to the performance of this Agreement, and as such laws and regulations may be amended from time to time, and shall at all times comply with all such laws and regulations.

44. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of the parties, and the parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. Neither party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

Party Signatures to the Agreement

IN WITNESS WHEREOF, Contractor and District have executed this Agreement, per District Board of Education Resolution No. _____ approved on _____.

[FILL IN CONTRACTOR NAME]

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Approved by:

Approved by:

[name of authorized signatory]
[title]

[name]
[title]

Approved as to Form:

By: _____
 Senior Deputy General Counsel

Recommended:

By: _____
[name]
[title]

Appendices:

- A: Scope of Work**
- B: Calculation of Charges**
- C: Documentation**

Appendix A

Scope of Work

The services and deliverables to be provided under this Agreement shall be as detailed below in this Scope of Work.

[The Scope of Work shall detail all of the services and deliverables to be provided pursuant to this Agreement, and the specifications therefore, and shall also include a detailed proposed project schedule.]

Appendix B Calculation of Charges

Total Cost of this Agreement (not-to-exceed amount) is: **[Insert dollar amount in text] dollars** (**[\$[Insert dollar amount in numbers]**).

The breakdown of charges for services and deliverables provided shall be as follows below.

[This Appendix B shall itemize and detail all charges for the services and deliverables the Contractor will provide to the District pursuant to this Agreement, with such charges explicitly correlated with the services and deliverables detailed in this Agreement including without limitation in Appendix A (Scope of Work).]

Appendix C Documentation

The following is a description of all technical publications relating to use of the Software, such as reference, installation, administrative, maintenance, and programmer manuals, to be provided by Contractor in any form or media.

[This Appendix C shall itemize and describe in detail all the documentation the Contractor will provide to the District in association with the Software. It shall also define the relevant standards, including the nature and extent of coding annotations. For each type of documentation, be sure to indicate how many copies are to be provided, and in what form or media.]



San Francisco Unified School District

Criminal Background Check/Tuberculosis Clearance Written Certification Form

To be completed by Contractor:

Name of Contractor*:	
Services to be performed under the Agreement*:	ONLINE HOSTED SOFTWARE SERVICES
Schools/Locations where services are being performed*:	INSERT NAME OF SITE/DEPARTMENT
Total amount to be paid by the District Under this Agreement not to exceed*:	[\$INSERT DOLLAR AMOUNT]
Term of Agreement*:	FY 20 -20

**Provided for reference only; the provisions of the Agreement shall control in the event of any conflict with the language of this form.*

Contractor shall check the applicable boxes and fill in any applicable blanks.

CRIMINAL BACKGROUND CHECK		
1.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <u>ONLY HAVE LIMITED OR NO CONTACT</u> with District students (as defined by District) in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with District students in the performance of this Agreement.
2.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed here/attached</u> , will have <u>MORE THAN LIMITED CONTACT</u> with District students (as defined by District) in the performance of this Agreement. INSERT NAMES OF EMPLOYEES (Attach and sign additional pages, as needed.) By checking this box, Contractor certifies that the employees, agents, volunteers noted above/attached have been fingerprinted under procedures established by the California Department of Justice and the FBI, and the results of those fingerprints reveal that none of these individuals has been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, and Contractor certifies that it has requested subsequent arrest notification for these individuals.
TUBERCULOSIS CLEARANCE		
3.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <u>ONLY HAVE LIMITED OR NO CONTACT</u> with District students (as defined by District).
4.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed here/attached</u> , will have <u>MORE THAN LIMITED OR PROLONGED CONTACT</u> with District students (as defined by District) in the performance of this Agreement, and have a written TB clearance certification on file with Contractor. INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE (Attach and sign additional pages, as needed.)

Further Certification by Contractor: *"I hereby certify on behalf of Contractor that the information provided herein is true and accurate. I further agree that during the term of this Agreement, if Contractor learns of additional information that differs from the responses provided above, including but not limited to hiring new personnel and/or notice of a subsequent arrest, Contractor will immediately forward this information to District. If Contractor receives any subsequent arrest notification, I certify that Contractor will immediately notify District and bar such employee/ agent/ volunteer from performing any services under this Agreement that involve any contact with students."*

_____ Contractor Signature Date	_____ Administrator Signature Date	_____ Cabinet Member Signature Date
_____ Print Name of Signatory	_____ Print Name of Administrator	_____ Print name of Cabinet Member

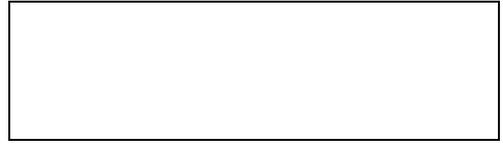


Exhibit B

RELEASE AND WAIVER OF LIABILITY FORM

**Implement and Support an Ed-Fi Unified Data System Infrastructure in Amazon Web Services
(AWS) (the “Project”)
RFP #ED-FI 2018 (the “RFP”)**

This Release and Waiver of Liability Form (hereinafter the “Release”) is executed by and on behalf of _____ [*insert the full legal name of the proposing firm*], a Proposer under the RFP (hereinafter the “Proposer”), located at _____ [*insert the full business address of the Proposer*].

RECITALS

1. The San Francisco Unified School District through its Purchasing department has issued a Request for Proposals for the Project, with a requirement that Proposers submit certain information to demonstrate their experience and qualifications to perform the Project.
2. The Proposer has submitted information pertaining to its experience and qualifications, including a list of example projects and project representatives as references for its experience and qualifications.
3. The San Francisco Unified School District seeks candid comments on the Proposer’s performance on the listed example projects from the project representatives.

RELEASE AND WAIVER OF LIABILITY

The Proposer hereby fully and forever releases, exonerates, discharges, and covenants not to sue, the San Francisco Unified School District, its Boards of Education, officers and employees, and all individuals and entities furnishing comments on Proposer’s performance, from and for, and does hereby waive, any and all claims, causes of action, demands, damages and any and all other liabilities of any kind or description, in law, equity, or otherwise, arising out of information furnished about Proposer’s performance on the projects that Proposer has identified pursuant to Recital number 2, above.

INTENDED BENEFICIARIES

The San Francisco Unified School District, its Boards of Education, officers and employees, and all individuals and entities furnishing comments on Proposer’s experience and qualifications are intended beneficiaries of this Release and are entitled to enforce its terms.

PROPOSER SIGNATURE

With my signature below, on behalf of the Proposer identified above, I represent and warrant that I am an authorized representative of the Proposer with the authority to sign this Release on Proposer’s behalf, and, on behalf of Proposer, I agree to all of the provisions of this Release.

Signature of Proposer’s Authorized Representative

Date

Name of Proposer’s Authorized Representative

Title of Proposer's Authorized Representative