



**PURCHASING DEPARTMENT**

135 Van Ness Avenue, Room 123  
San Francisco, Ca. 94102

T 415.241.6468  
F 415.241.6487

WWW.SFUSD.EDU

## **INVITATION FOR BID**

### **TELECOM EQUIPMENT MAINTENANCE**

**IFB No. 068-12272019-2016**

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#### **SITE-WALK (Mandatory)**

San Francisco Unified School District  
Administration Building (Lobby)  
135 Van Ness Avenue  
(Between Fell & Hayes Streets)  
San Francisco, CA 94102

#### **DATE AND TIME**

November 3rd & 4th, 2016 - 9:00 A.M.

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#### **MAIL OR DELIVER BIDS TO**

San Francisco Unified School District  
Purchasing Department  
IFB No. 068-12272019-2016  
135 Van Ness Avenue, Room 123  
San Francisco, CA 94102

#### **BID DUE DATE AND TIME**

November 17, 2016 - 2:00 P.M.

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- Competitive bids for the specified material and/or service must be received by the San Francisco Unified School District, Purchasing Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, bidders are required to respond according to the instructions contained in the IFB. Bidders will respond utilizing the format, forms and other criteria indicated in the IFB.
- Bidder responses that do not comply with the format, forms and other criteria indicated, may be rejected. The District reserves the right to refuse all bids.
- Bids transmitted by facsimile, email or other electronic communication will not be considered. Bids received after the due date and time will be rejected.
- To preserve the integrity of this IFB, bidder is requested not to contact any individual, within the District, other than the purchaser of this solicitation indicated below, Section-1.3, Inquiries and Contacts, Page-12.

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(\* Indicates required documents to accompany bid response, fully executed)

<b>Timeline</b>	<b>Date</b>
IFB Issue Date .....	10/21/2016
SFUSD Website Posting .....	10/25/2016
IFB Mailing Date .....	10/25/2016
Advertisement #1 Run Date .....	10/25/2016
Advertisement #2 Run Date .....	11/01/2016
Supplier Site-Walk #1 / Mandatory (See Paragraph 1.5 in Special Conditions) .....	11/03/2016
Supplier Site-Walk #2 / Mandatory (See Paragraph 1.5 in Special Conditions) .....	11/04/2016
Question Deadline (Q&A) .....	11/08/2016
Question & Answer Posting (SFUSD Website) .....	11/11/2016
IFB Due Date / Time (2:00 PM) .....	11/17/2016
Intent to Award - SFUSD Website Posting .....	11/22/2016
Board of Education Agenda Meeting Submittal Date .....	12/02/2016
Board of Education Agenda Meeting Date .....	12/13/2016

**PURCHASE AGREEMENT PROPOSAL (Indefinite Quantity)**

**RETURN ONE SIGNED ORIGINAL  
COPY OF THIS PAGE AND THE  
REQUIRED DOCUMENTS**

**SITE-WALK COMMENCES AT 9:00 A.M.,  
NOVEMBER 3<sup>rd</sup> and 4th, 2016**

**AT: SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
ADMINISTRATION BUILDING (LOBBY)  
135 VAN NESS AVENUE  
(BETWEEN FELL & HAYES STREETS)  
SAN FRANCISCO, CA 94102**

**BIDS WILL BE OPENED AT 2:00 P.M., NOVEMBER 17, 2016**

**AT: SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
135 VAN NESS AVENUE, ROOM 123  
SAN FRANCISCO, CA 94102  
TEL: 415-241-6468  
FAX: 415-241-6487**

**PROPOSAL NO. 068-12272019-2016**

**DATE: October 21, 2016**

DELIVER BID, properly executed, to Purchaser, prior to opening time, in sealed envelope with Purchase Agreement Proposal Number and Commodity inscribed hereon.  
(Include one signed copy of Page-3; retain Bidder's Duplicate copy for your file).

**DO NOT INCLUDE SALES OR EXCISE TAXES IN BID PRICES** (See Section-33, Page-6)

Upon receipt of Purchase Agreement Acceptance, the undersigned hereby promises and agrees to furnish, subject to provisions of Section-23, Page-5 and 27 on Page-6, all articles or services within the dates specified, in the manner and form and at the prices herein stated in strict accordance with the advertisement, specifications, proposals, general conditions, special conditions and bid sheet all which are made a part of the purchase agreement, when authorized by *Purchase Orders, Revolving Fund Orders, or Encumbrance Requests.*

Name under which business is conducted \_\_\_\_\_  
Business Street Address \_\_\_\_\_ Tel: \_\_\_\_\_  
\_\_\_\_\_  
City State Zip Code

IF SOLE OWNER, sign here:  
I sign as sole owner of the business named above.

\_\_\_\_\_

IF PARTNERSHIP, sign here:  
The undersigned certify that we are partners in the business named above and that we sign this purchase agreement with full authority so to do. (One or more partners sign)

\_\_\_\_\_

IF CORPORATION, execute here:  
The undersigned certify that they sign this purchase agreement with full and proper authorization so to do.

Corporate Name \_\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Do you have an affirmative Action Policy? \_\_\_\_\_

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**GENERAL TERMS, CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS****INTRODUCTION**

The San Francisco Unified School District and San Francisco County Office of Education (District) is the school district for the City and County of San Francisco and serves approximately 55,000 students at its elementary schools, middle schools, high schools and childcare sites. In addition to the District's administrative headquarters at 555 Franklin Street, there are several administrative sites located within the City.

**DEFINITIONS**

1. "District" means San Francisco Unified School District. "Purchaser" means a representative of the District's Purchasing Department. "Contractor" means bidder to whom award is made. District and Contractor together may also be referred to as the Parties. "Contract" shall mean the form of agreement between the District and the Contractor.

**PURCHASE AGREEMENT PROPOSAL**

2. The Purchaser will furnish a blank Purchase Agreement Proposal form to the bidder. The form must be properly executed and delivered prior to the time set for bid opening to receive consideration for an award.
3. Prices should be clearly written by typewriter or pen and ink.

**BONDS**

4. Before the acceptance of any Purchase Agreement Proposal, the Purchaser may require the bidder to file a corporate surety bond for the faithful performance of the Contract. Bonds are subject to approval of the Director of Fiscal Services as to sufficiency and qualifications of sureties.

**ALTERNATES**

5. When the name of manufacturer, brand, or make, with or without model number, is used in describing any item in Purchase Agreement Proposal, bids for equal articles will be considered unless otherwise stated, but the Purchaser shall be the sole judge as to whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered would be assumed to be the specific articles named in the proposal. If not offering the specific article named, bidder should enclose with bid full information, specifications and descriptive data on items offered.
6. The Purchaser reserves the right to permit deviations from the specifications if an article offered is substantially in accord with the specifications and is deemed by the Purchaser to be of as good quality and as fully satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by bidder, the article offered will be assumed to be in accord with specifications.

**SAMPLES**

7. Articles offered as equal to District sample must fully conform thereto; said District samples may be inspected at the place designated by the Purchaser.
8. Samples must be furnished as required by Purchase Agreement Proposal. Those submitted by successful bidders may be retained for testing or checking against deliveries, in which case allowance will be made to Contractor.
9. Each sample shall be plainly marked in a durable manner with the name of the bidder; the Purchase Agreement Proposal Number, and the item number.
10. Submitted sample will be assumed exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder. The Purchaser will determine sufficiency of sample.
11. Sample shall not be enclosed with Purchase Agreement Proposal, and Purchase Agreement Proposal shall not be wrapped in package with sample.

**DELIVERIES**

12. F.O.B. destination in San Francisco, INSIDE DELIVERY, unless otherwise specified.

**PURCHASE AGREEMENT – INTERPRETATION – ASSIGNMENT**

13. Articles and services covered by this proposal must comply with applicable laws, ordinances, and other legal requirements, including (among others) the Safety Orders of the California Division of Industrial Safety.
14. Should any questions arise as to the meaning and intent of the Purchase Agreement, the matter shall be referred to the Purchaser, who shall decide the true meaning and intent of the Purchase Agreement, and his decision shall be final and conclusive.
15. Purchase Agreement awarded under this proposal may be assigned only with the approval of the Purchaser. See item #42 for additional details.

**INFRINGEMENTS – INDEMNIFICATION**

16. The Contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by District, its officers or agents, or any article supplied under this Purchase Agreement Proposal, and the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability, loss, or damage arising from such claims or suits.
17. The Contractor agrees to hold the San Francisco Unified School District harmless from any and all claims and liabilities for damage to all persons, including but not limited to employees of the Contractor arising out of and in the course of the performance of this agreement.

**INSPECTIONS**

18. All articles shall be subject to inspection and acceptance or rejection by the Purchaser.

**FAILURE TO DELIVER**

19. When Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by his Contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the Contract be paid for such article or service the excess price will be charged to and collected from the Contractor or sureties on his bond if bond has been required.

**PRICE LISTS – DISCOUNTS FROM**

20. When Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by his Contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the Contract be paid for such article or service the excess price will be charged to and collected from the Contractor or sureties on his bond will be required.
21. Bids will be considered offering discounts from a price list other than specified provided the alternate price list can be readily compared on an over-all basis with the specified price list.
22. Price list in effect at time order is placed will apply provided Contractor gives Purchaser ten (10) days advanced notice of any price increase. Unless otherwise provided herein, if a price change occurs which is not reflected in a revised price list with discounts remaining firm, a different pricing method may be established by mutual agreement which will accomplish substantially the same result, or if agreement cannot be reached, the Purchase Agreement may be terminated by either Party.

**ITEM, AGGREGATE BIDS**

23. Any bidder may bid separately for any item unless otherwise provided.
24. Bidders may make offer for award in an aggregate of several or all items.

**OPENING OF BIDS**

25. The Purchaser will open bids at the hour and place stated in the advertisement in the presence of all bidders who attend.
26. Bidders may inspect the bids after tabulation.

**FIRM PRICES**

27. Prices/quotations must be firm and shall be in effect for a period of not less than 90 days from the date of bid opening. Upon award, prices will be in effect for the term of the Contract.

**AWARDS**

28. The Purchaser may make awards on separate items or in an aggregate of several or all items.
29. The Purchaser reserves the right to reject any and all bids, to waive any irregularities or informalities in any bid or in the bidding.

**CASH DISCOUNTS**

30. Cash Discounts will be taken into consideration in determining the low bid under the following conditions:
  - A. Discounts, if offered, must be for at least a 30-day period from receipt of materials or services in order to be considered in awarding bids. This does not preclude vendors from offering discounts for lesser periods to expedite payments.
  - B. The discount period will start upon date of completion of delivery of all items on any order or other authorization certified by the Purchaser or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
  - C. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the District warrant or check.
31. Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the payment in accordance with the provision of 30B and 30C above, unless otherwise provided by bidder.
32. It is understood and agreed that no additional charge shall accrue against the District in the event that the District does not make payment within any time specified by bidder.

**TAXES**

33. The District is exempt from federal excise tax except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in bid prices.

**TERM BID – QUANTITIES**

34. This is a term, indefinite quantity proposal. Unless otherwise specified herein, deliveries will be required and at times as ordered during the period of the Contract. Estimated quantities are approximate only. The right is reserved to purchase any greater or lesser quantity, as the interests of the District may dictate, provided however, the Contractor will not be required to furnish a quantity over twenty five percent (25%) in excess of an estimate.
35. Requirements for use outside San Francisco may be excluded at the Purchaser's option unless otherwise provided in bid. Purchaser reserves the right to make minor purchases of articles from other than the Contractor when Purchaser determines that such articles are immediately needed or that it is obviously not practical to purchase against the Contract.

**PAYMENT**

36. Payment by the District will be made monthly for services satisfactorily performed by the Contractor after receipt of properly documented invoices.

**TERM OF AGREEMENT**

37. The term of the Contract shall be from January 01, 2017 to December 31, 2017, for one full year. This Contract may be extended for a period or periods of up to four (4) additional years by mutual agreement.

**TERMINATION**

38. In the event the Contractor fails to perform any of its obligations under this Agreement, the District through the Purchaser may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective after ten (10) days written notice to the 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, the Contractor shall be paid for its services under this agreement, up to the date of termination that has been performed to the satisfaction of the District.
39. The District may terminate this agreement in whole or in part for its convenience by giving 30 days written notice of its intent.

**ENTIRE CONTRACT**

40. All of the agreements between the Parties are included herein and no warranties, expressed or implied, representations, promises or statements have been made by either Party unless endorsed here in writing and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the Contract.

**ASSIGNMENT**

41. The Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights, including the right to receive payment, burdens, duties or obligations without the prior written consent of the District. The District's consent shall be by resolution of the Board of Education.
42. Any assignment of the Contract by the Contractor with the approval of the District shall be subject to the terms and conditions hereof and to the rights of the District contained in the Contract. No transfer or assignment of the Contract by the Contractor shall release it from its obligations hereunder.

**INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES**

43. The Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which the Contractor performs the service required of the Contractor by the terms of this Agreement. The Contractor shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between the District and the Contractor. Terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of the Contractor's work only and not as to the means by which such a result is obtained.

**INCIDENTAL AND CONSEQUENTIAL DAMAGES**

44. The Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this agreement shall constitute a waiver or limitation of any rights, which the District may have under applicable law.

**BUDGET AND FISCAL PROVISIONS**

45. The Contract is subject to the budget and fiscal policies of the District. Charges will accrue only after prior written authorization certified by the District's Chief Financial Officer and any amount of the District's obligation hereunder shall not at any time exceed the amount certified for the purpose and periods stated in such advance authorization. If funds are appropriated for a portion of a fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated, unless additional funds are appropriated. This section shall control against any and all other provisions of the Contract.

**CONFLICT OF INTEREST**

46. Contractor understands the following and certifies that it does not know of any facts which constitutes a violation:
- A. Contractor hereby certifies that no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or who has been employed by the San Francisco Unified School District within the past two years has participated in bidding, selling or promoting this Contract. Furthermore, Contractor certifies that no such current or former Board member or employee has an ownership interest in this Contract, nor shall any such current or former Board member or employee derive any compensation, directly or indirectly, from this Contract. Contractor understands that any violation of this provision of the Contract shall make the agreement violable by the District.
- B. Government Code of the State of California, Section 87100 et. seq. Public officials; state and local; financial interest:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

**PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT**

47. The Contractor understands and agrees, that in the performance of the work of services under this Agreement, or in contemplation thereof, the Contractor may have access to private or confidential information which may be owned or controlled by the District, and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Contractor also understands and agrees that the disclosure of such information violates state and/or federal law. The Contractor agrees that all information disclosed by the District to the Contractor shall be held in confidence and used only in performance of the Agreement. The Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

**MODIFICATION OF AGREEMENT**

48. 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.
- A. Proposers must execute District's contract, incorporated herein as (Attachment-I), upon award of bid. Attachment-I may not be modified or cancelled, nor may compliance with any of its terms be waived, as part of proposer's bid. Modification to or cancellation of any term of (Attachment-I) as part of a proposer's bid may be grounds for the District finding a bid non-responsive.
49. The District may order changes in the work herein required and may order extra materials and extra work in connection with the performance of the Contract and the Contractor must comply with such orders, except that:
- A. If changes in services are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract may be increased or decreased by such amount as the Contractor and the Purchaser may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work, and
- B. No order for any alteration, modification, or extra which will increase or decrease the cost of the services shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Purchaser and certified by the Director of Fiscal Services pursuant to Section 37 and 38. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract.
- C. Any modifications thus ordered by the District and agreed to by the Contractor must be approved by the Board of Education, and the resultant Contract modification must be executed by the District and the Contractor.

**ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION**

50. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Purchaser who shall decide the true meaning and intent of the Agreement. The Purchaser's decision shall be final and conclusive.

**AGREEMENT MADE IN CALIFORNIA: VENUE**

51. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**LAWS AND REGULATIONS**

52. Articles and services covered by this Contract must comply with applicable Federal, State, and Local Laws, ordinances, and other law requirements which are in effect at the day and year first herein about written. If any term or provision of this agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

**SUBCONTRACTING**

53. The Contractor is prohibited from subcontracting this Contract or any services provided pursuant to this Contract unless such subcontracting is agreed to in writing and executed in the same manner as this Contract. No Party on the basis of this Contract shall in any way Contract on behalf of or in the name of the other Party of this Contract, and violation of this provision shall confer no rights on any Party and shall be void.



**NON-DISCRIMINATION**

54. Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Contract.

**BANKRUPTCY**

55. In the event that either Party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other Party this Agreement shall terminate and be of no further force and effect, and any property or rights of such other Party, tangible or intangible, shall forthwith be returned to it. The Contractor shall notify the District within ten (10) days of filing and bankruptcy petition under the Federal Bankruptcy Act

**INSURANCE**

56. Prior to award, Contractor must submit written evidence of the following insurance which must be maintained in force during the term of this Contract:
- a. Comprehensive General Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
  - b. Comprehensive or Business Automobile Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
  - c. Workman's Compensation with Employers Liability limits of not less than \$1,000,000 each accident.
  - d. If any policies are written on claims made from, the Contractor agrees to maintain such insurance continuously in force for three years following the completion of this Contract.
  - e. Certificate of Insurance, satisfactory to the District, evidencing all coverages above shall furnished to the District before commencing any operations under this Contract, with complete copies of policies upon District request.
  - f. Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.
  - g. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:
    - Name as additional insured the San Francisco Unified School District, its board, officers and employees.
    - Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom a claim is made or a suit is brought against.
    - The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing regarding cancellation, non-renewal or reduction of coverage of any of the above insurance.

**CONTRACTOR'S DEFAULT**

57. Failure or refusal of the Contractor to perform or do any act herein required shall constitute default. In the event of any default, in addition to any other remedy available to the District, the District may terminate this Agreement pursuant to the terms of Sections 38 & 39 herein. Such a termination shall not waive any other legal remedies available to the District.

**FILING OF PROTESTS**

58. Protests relating to the content of this Invitation for Bid (IFB)/Request for Proposal (RFP) document must be filed within ten (10) calendar days after the date the IFB/RFP is first advertised. Protests relating to a rec-

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ommendation for award solicited by this IFB/RFP must be filed by an “interested Party” within five (5) calendar days after the staff’s written recommendation and notice of intent to award is issued to the proposing firms. The date of filing shall be the date of receipt of protests or appeals by the District.

All protest shall be filed in writing with the Director of Purchasing Department, San Francisco Unified School District, 135 Van Ness Avenue, Room 123, San Francisco CA 94102. No other location shall be acceptable.

## **SPECIAL CONDITIONS**

### **1.0 BACKGROUND INFORMATION**

#### **1.1 Purpose of Bid**

The San Francisco Unified School District (District) is seeking the services of qualified vendors who can procure, install and service Executone and InterTel/Mitel and two miscellaneous products (NEC and Iwatsu) and services for the purpose of maintaining the telecommunications systems currently installed in the San Francisco Unified School District various locations.

The District will select a maintenance vendor from among qualified vendors who respond to this Invitation for Bid (IFB) who can demonstrate, to the District, that they have the qualifications and a proven record to provide day-to-day maintenance, moves and changes, engineering support, technical support, project implementation and management, and training.

In accordance with Public Contract Code Section 20111, the contract shall be awarded to the lowest responsible and responsive vendors that meet all the requirements of this IFB.

#### **1.2 Pre-Qualification**

Bids are to be delivered to the District Purchasing Department, 135 Van Ness Avenue, San Francisco, CA 94102, by the due date and time specified in the Timeline on Page-2, "IFB Due Date and Time". No late submissions will be accepted under any circumstances. No fax or email bids will be accepted.

Vendor will be required to comply with all the requirements of this solicitation, in the order specified. It is the intent of the District to award the bid to one vendor who can service the telephone systems noted in the bid. Prospective vendors should review pre-qualification requirements to determine if they are qualified to participate in this IFB.

The Vendor will provide one (1) original and two (2) copies, properly marked.

Vendors must show in their bid response, and complete Attachment-J, compliance with the following requirements:

**1.2.1** Vendor is able to procure, install and service the above-named products and services in San Francisco, meaning the vendor must hold a California Contractors License appropriate to its profession and be licensed in the City and County of San Francisco.

**1.2.2** Vendor's account management team has a minimum of three (5) years of experience in the telephony industry within the last three (3) years prior to the bid due date with experience in building and maintaining successful relationships servicing large public sector and/or educational accounts;

**1.2.3** Vendor has at least three (3) company employed field technicians in the San Francisco Bay Area.

**1.2.4** Vendor has been in business for at least five (5) years continually;

**1.2.5** Vendor has an established local office in or within fifteen (15) miles of the San Francisco to support the sales and technical aspects of this bid. Further, because telephone services are considered by the District a LIFE/SAFETY issue, an inventory of critical parts must be warehoused in San Francisco, with depot maintenance and support in San Francisco or within (fifteen (15) miles.

**1.2.6** For the InterTel/Mitel requirement of the solicitation, vendors are required to be authorized InterTel/Mitel vendors and employ factory-trained technicians for maintaining the Mitel/InterTel systems. The vendor will include justification/certificate of such training with their bid.

**1.2.7** For the Executone requirement of this solicitation and that the technician(s) has a minimum of five (5) years experience.

**1.2.7.1** The vendor will include a minimum of three (3) references, on the reference sheet provided, of customers similar in size to the District, that have been successfully serviced and maintained for a minimum three (3) years.

### **1.3 Inquiries and Contacts**

All inquiries/questions and communications in reference to this IFB are to be directed to:

**Richard Neipling**  
**Purchasing Department**  
**IFB No. 68-12272019-2016**  
**135 Van Ness Avenue, Room 123**  
**San Francisco CA 94102**

Tel. No. (415) 241-6468  
Fax No. (415) 241-6487  
Email neiplingr@sfusd.edu

All questions (Q&A) must be submitted in writing on or before the due date and time specified in the Timeline on Page-2, Question & Answer Deadline. No questions / inquiries will be entertained after this date. The preferred communication is email, although questions/inquiries may be sent via regular mail or facsimile. All communication shall be sent to the purchaser's attention and include the above highlighted information on the outside of the parcel/envelope.

### **1.4 Site-Walk (Mandatory)**

Perspective vendors will have the opportunity to view a sampling of various telephone equipment rooms. The sampling provided is only suggestive of the total sites included in this IFB.

**1.4.1** The site-walk is mandatory and must be completed by all interested vendors. Bids received from vendors who have not completed the site-walk, in entirety, will not be considered.

**1.4.2** Vendors are required to register before commencement of the Site-Walk. Vendors will not be allowed to join the site-walk after it has commenced.

**1.4.3** Please see the site-walk schedule below:

**Meet At:**

**San Francisco Unified School District**  
**Administration Building (Lobby)**  
**135 Van Ness Avenue**  
**(Between Fell & Hayes Streets)**

**Contact: Ivan Amador, Telecommunications Technician (Lobby)**

### **1.5 Site-Walk Locations**

**Day – 1**

**11/03/2016, 9:00 AM**

- |    |                                      |                       |             |
|----|--------------------------------------|-----------------------|-------------|
| 1. | Facilities & Administration Building | 135 Van Ness Avenue   | (InterTel)  |
| 2. | Galileo High School                  | 1150 Francisco Street | (Executone) |

**Day – 2****11/04/2016, 9:00AM**

- |    |                               |                     |             |
|----|-------------------------------|---------------------|-------------|
| 1. | Willie Brown Academy          | 2500 Silver Avenue  | (Mitel)     |
| 2. | George Washington Carver ES   | 1360 Oakdale Avenue | (Executone) |
| 3. | Thurgood Marshall High School | 45 Conkling Street  | (Executone) |

## 2.0 OVERVIEW AND SCOPE OF WORK

### 2.1 Overview and Existing Environment

The District is in the process of upgrading its current voice technology to one platform as funding becomes available. In the interim, the existing inventory of InterTel Axxess systems and newer Mitel 5000 VoIP capable systems at approximately fifty (50) sites and twenty plus year old Executone IDS systems at approximately eighty five (85) sites must be maintained. There are also one-offs/uncategorized systems at two (2) sites that are presently maintained by the existing maintenance vendor and are included in the total port count. The Cisco VoIP systems at three (3) sites are maintained in-house.

As of September 2016, the total number of station/line/voicemail ports in the District is approximately 15,500 to 16,100 actual and approximately 9,500 to 9,800 active. See Attachment-A for details.

Vendors should note that they are bidding on the TOTAL PORTS/LICENSES note in Attachment-A.

### 2.2 Scope of Work

It is the intent of the District to have a single vendor maintain the existing Executone and InterTel/Mitel systems including common control equipment and ACDs, call recording, call management and voicemail systems for the approximate one-hundred & forty-five (145) locations identified in this bid.

## 3.0 MAINTENANCE AND VENDOR REQUIREMENTS

**3.1** Vendor bid is based on the quantities and equipment configurations provided in Attachment-A. Maintenance includes all common control equipment.

**3.2** Vendor must be experienced and able to procure, install and service Executone/InterTel/Mitel products and services for the geographic area inclusive of the City and County of San Francisco. For InterTel/Mitel products, vendor must have full access to the manufacturer's engineering support and access to current software. The District reserves the right to change any current telephone system during the course of this contract. During the term of this agreement, if the awarded vendor is unable to service the new system, the District has the right to identify and work with another vendor to maintain its new system.

**3.3** The District recognizes that components for the Executone systems may not be readily available. Therefore, in quoting the bid price, it is acceptable to quote for refurbished parts.

Vendor should note, in the "Comment" area of the Bid Form Worksheet, whether parts are refurbished or new.

**3.3.1** Vendor understands that the District periodically has parts that can be used to maintain the systems, which can be supplied to the vendor for use in repairing equipment. These are parts for which the District might otherwise be charged under billable service, i.e., vandalism, customer damage, etc.

**3.3.2** All parts are property of the District. Phones that are removed from service during the course of maintenance will be returned to the District Telecom department.

**3.4** Vendor will work with the District's in-house technician as required and understands that District technician will be working on problems reported in-house as well.

**3.4.1** If new technicians accompany experienced ones for training purposes, the District will not be charged for any additional man hours.

**3.5** Vendor must provide and identify a single point of contact for reporting problems and requesting service. Vendor shall provide a toll free contact number, which should be available twenty-four (24) hours a day, seven (7) days a week.

**3.5.1** Vendor will establish an off site "Help Desk" which will schedule day-to-day maintenance activities and provide moves, adds, changes (MAC) services to individual locations per request and approval of the District Telecom department.

**3.6** Vendor understands and accepts that schools and administrative sites might be closed and removed from service during the contract period, which would potentially cause a decrease in port counts, and corresponding decrease in revenue.

**3.7** Vendor is required to provide a detailed cost estimate for any new systems required or for expansion of existing systems and must receive approval from the Districts Telecom Department before installation.

**3.7.1** Vendor shall provide proper documentation/information to the District upon completion of any new telecommunications hardware/software installation. These documents (soft or hard copy) should include original manuals, manufacturer software installation packages (if applicable), manufacturer licensing documentation, site-specific information including network settings/configurations for each device, circuit and DID information, extension configurations, system administrative access/login information, etc. This handoff should be completed within seven (7) days of project completion. At its option, the District may schedule an onsite meeting to review the completed work and pose follow up questions about what was installed or provided by the vendor.

**3.8** The District will not pay for more than eight (8) regular hours per day per technician, (see also 3.4.2) for billable service unless it is approved in advance by the Telecom office.

**3.8.1** Vendor agrees that for billable service, the District will not be charged for the site visit except for labor hours beyond the initial hour. The District will not be charged for the individual number of service items (except for parts) per visit. (i.e., If a site has 4 problems reported and the technician repairs them in 2 hours, the charge would be for the additional labor in excess of the first hour plus parts.)

**3.9** Vendor shall define in its bid response "customer abuse" or other billable service items and the charges associated with such. Vendor should be aware that the District may question billable service items on a case-by-case basis.

**3.9.1** Vendor understands and accepts that the District considers the following to be “wear and tear”, “customer error” and therefore ,non-billable service. This list is not all-inclusive, but includes many commonly occurring service items.

- Repair of sticking keys or replacement of missing keys on telephone handset.
- User-error caused problems, i.e., forgot to unforward calls, unfamiliarity with voicemail or other features, phone not working because plugged into wrong jack or unplugged, no access to call out because lines not available (busy), etc.
- Loose station/handset connection or loose wall jack connection.
- Corroded or damaged jacks except when the result of vandalism or damage by fire, flood or similar.
- Problem found on Telco side.
- Bad handset/base cords.
- Bad cards or other system components, except when the result of vandalism or damage by fire, flood or similar.

**3.10** Vendor shall provide invoices and reports to the District, which include charges by date, school site name/department, District Job #, vendor job #, technician name and description of problem/resolution on billing reports. Documentation should also include the technician time sheet with the site contact signature. District and successful vendor will agree on mutually acceptable format for the above.

**3.11** The District Telecom office will establish protocol for site visits, including field changes, system backup procedures and other issues that may arise when vendor is on site.

**3.12** In the event of a major disaster (fire, earthquake, flood, etc.) there must be standby replacement systems readily available and located within one-hundred (100) miles of San Francisco. The 555 Franklin Street and 834 Toland Street locations must be up and operating within four (4) hours, as those locations will become the District’s Emergency Operations Center and Field Operations Center. In addition, replacement systems must be available for the following locations and the vendor must have the system(s) up and operating within twenty-four (24) hours.

1. District Headquarters (Executone)	555 Franklin Street
2. Building & Grounds (Mitel)	834 Toland Street
3. School Health Programs (Mitel)	1515 Quintara Street
4. Child Development (Mitel)	20 Cook Street
5. School Support Serv (InterTel/Mitel) (Separate System)	20 Cook Street
6. Transportation Department (InterTel/Mitel)	1000 Selby Street
7. Academics & Professional Development (InterTel)	735-24th Avenue
8. Business Services/Facilities (InterTel/Mitel)	135 Van Ness Avenue
9. KALW Radio (InterTel/Mitel)	500 Mansell Street

**3.13** Vendor technicians will visually inspect equipment for any apparent damage when visiting a site that has not been seen for three (3) months or more and note on the ticket those items the District should review. Inspections should include, but not be limited to:

- Inspecting battery backups, noting corrosion deposits, unsafe conditions or other conditions that potentially affect functionality.
- Inspecting the telephone switch, including cards, to identify potential problems such as water leaks or other adverse environmental conditions or abnormalities that may affect equipment functionality.
- Spot-checking station equipment for visible damage.
- Spot-checking station cable for visible damage.

- Ensuring that system backup disk is on site.

**3.14** For new cabling, vendor will be required to follow industry standards and District cabling standards.

**3.15** Vendor must provide routine service within twenty-four (24) hours. During peak periods, District and Vendor will determine mutually agreeable response times. Vendor must provide service on an emergency basis within the time parameters specified in section 3.19.1. An emergency is defined as follows:

Twenty percent (20%) of a location's telephones or trunks are not properly functioning or malfunctioning of the system at critical site locations, including, but not limited to:

1. District Headquarters (Executone)	555 Franklin Street
2. Building & Grounds (Mitel)	834 Toland Street
3. School Health Programs (Mitel)	1515 Quintara Street
4. Child Development (Mitel)	20 Cook Street
5. School Support Serv (InterTel/Mitel) (Separate System)	20 Cook Street
6. Transportation Department (InterTel/Mitel)	1000 Selby Street
7. Academics & Professional Development (InterTel)	735-24th Avenue
8. Business Services/Facilities (InterTel/Mitel)	135 Van Ness Avenue
9. KALW Radio (InterTel/Mitel)	500 Mansell Street

OR any other situation that is deemed to be an emergency (such as situations that affect student safety) by the District Telecom office.

**3.15.1** Vendor must have a procedure in place for after hours and weekend emergencies:

**3.16** Vendor will provide weekly reporting (or a mutually agreed schedule) to the District and service/MACS in progress/completed and any problems/issues of which the District should be aware. In addition, vendor will provide quarterly analytics reporting items such as down systems, billable service items (with breakdown by type, i.e., replacement of wall brackets, handsets, endpoints) UPS (uninterrupted power supply) failures and other items to be determined by the District.

**3.17** Vendor will be required to contact one emergency system shutdown and replacement of critical system components during each contact year or as determined by the District

## 4.0 PRICING/INVOICING

**4.1** District will pay the total yearly maintenance amount in twelve (12) monthly installments; MACs and billable service will be paid separately.

**4.1.1** Vendor will provide bi-monthly invoicing, including technician time sheets, for any services performed by request and authorization of the Telecommunications Department, identified by vendor by job number and District job number.

**4.2** For parts and equipment pricing for MACS and District inventory, vendor should include any discounted pricing that may be available.

Vendor shall include in their bid price the cost to provide maintenance (including MAC) and repair services for the telephone systems, ACDs, call monitoring, call recording and voicemail systems and common control components to keep them in satisfactory working condition. "Bid



Worksheet” describes the different cost components of the bid. Vendor must complete and submit the bid worksheet with their bid response.

Many of the existing battery backups/UPSs have been replaced over the last 5 years. Replacement of any units will be on an as-needed basis and be considered an out-of-contract cost.

## 5.0 FINGERPRINT CLEARANCE

As required by Assembly Bills 1610 and 1612, fingerprint clearance, obtained from the Department of Justice, for the Contractor and his/her employees who will have more than "limited contact" with students, will be submitted to the San Francisco Unified School District prior to commencement of service. The District shall, in its sole discretion, be the final arbitrator of whether the Contractor's contact with students will be limited. Criminal Background Check attached hereto as Attachment-F.

## 6.0 PROCEDURE FOR SUBMITTING BIDS

### 6.1 Time and Place for Submitting Bids

One (1) original and two (2) hard copies, properly marked, of the completed bid must be submitted. All original bids must be marked accordingly and signed in blue ink by a person authorized to act on behalf of the firm and mailed, or delivered, to:

**San Francisco Unified School District  
Purchasing Office  
IFB No. 68-12272019-2016  
135 Van Ness Avenue, Room 123  
San Francisco, CA 94102**

Bids must be received by the due date and time specified in the timeline, Page-2, "IFB Due Date and Time". Bids received after the date and time indicated will be rejected.

### 6.2 References

Each vendor must include the following references:

**6.2.1** Please provide the names and contact information for at least six (6) local customers in the San Francisco Bay area with telephone systems that exceed 100 lines or ports. If applicable, three (3) of the vendor references will need to include customers with a minimum three (3) years of service and maintenance for Exectone equipment.

**6.2.2** List additional references if desired, including addresses, phone numbers and names of contact persons. Special attention may be given to government, educational, or other institutions deemed similar in size and mission to the San Francisco Unified School District.

## 7.0 BID BOND

Accompanying each proposal shall be a cashier's or certified check payable to San Francisco Unified School District, or an original Bid Bond equivalent to ten percent (10%) of the total bid amount. Bond must be in the form provided (see Attachment), and must be executed by a surety company, which has obtained a Certificate of Authority (Admitted) from the California Department of Insurance. Any condition of limitation placed upon said check of any alteration of said form of bond, or imperfection in the execution thereof, as herein required, may result in the rejection of that proposal under which said check or bond is submitted. Said check or bond shall guarantee that the vendor, if awarded the contract will execute and deliver required Contracts, Bonds and Insurance requirements. Unsuccessful bidder's cashier's check, certified check or bid bond will be returned within thirty (30) days upon approval of the Board to the successful bidder. Successful bidder's cashier's check, certified

check or bid bond will be returned within thirty (30) days upon full execution of all contract documents.

## **8.0 PERFORMANCE SURETY BOND**

Within fifteen (15) days after notification of intent to award the contract, the successful vendor must furnish the District a performance bond equivalent to twenty percent (20%) of the contract amount. Bond must be for (1) year, to be issued annually for the term of the contract. Bond must be in the form provided (see Attachment).

(Attachment-A)

**SFUSD PORT COUNT**

Sites	System type Total Ports	Vmail Config- uration	Active Ports	Comments
<b>Executone School Sites</b>			(Information only)	
Alamo ES	108		55	
Alice Fong Yu ES	108		55	
Alvarado ES	108		55	
Aptos MS	108		80	
Balboa HS	228		150	
Bryant ES/EED	108		50	
Carver, George Washington ES	108		65	
Chin, John Yehall ES	108		25	
Chinese Ed Center ES aka CEC	108		35	
Chinese Immersion	108		45	
Clarendon ES	108		65	
Cleveland ES	108		60	
Cobb, Dr. William ES/EED	108		50	
Commodore Sloat ES	108		40	
Commodore Stockton EED	108		25	
Cooper,SB	42		35	Staging Site
Davis, Gloria MS	228		60	
Denman, James ES	228		90	
Downtown HS	108		40	
Drew, Dr. Charles ES/EED	108		40	
El Dorado ES	108		35	
Enviro Science Ft Funston	108		10	
Everett MS	228		100	
Fairmount ES	108		40	
Flynn, Leonard ES/EED	108		50	
Francisco MS	228		100	

Galileo HS	432	12x16	175	
Garfield ES	108		40	
Giannini, AP MS	228		100	
Glen Park ES	108		50	
Grattan ES	108		108	
Guadalupe ES/EED	108		50	
Harte, Bret ES/EED	108		50	
Hillcrest ES	108		50	
Hilltop HS	228		35	
Hoover Herbert MS	228		100	
Jefferson EED	24		10	
Jefferson ES/EED	108		50	
Lafayette ES	108		45	
Lakeshore ES	108		55	
Lawton ES	108		65	
Lilienthal (Madison Campus)	108		50	
Lilienthal ES	108		40	
Lincoln, Abraham HS	432		200	
Lowell HS	432	12x16	228	
Mahler, Theresa EED	42		15	
Malcolm X ES	108		55	
Mann, Horace MS	108		100	
Marina MS	228		115	
Marshall ES	108		50	
Marshall, Thurgood HS	228	12x16	135	
McCoppin, Frank ES	108		40	
McLaren, John EED	108		25	
Milk, Harvey ES	108		40	
Mission Ed Ctr @ Kate Kennedy	108		40	
Mission HS	228		175	
Muir, John ES	108		50	
New Traditions ES	108		40	

Noriega EED	42		42	
Parker, Jean ES	108		50	
Parks, Rosa ES/JBBP/Weill EED	108		70	
Presidio EED	108		30	
Redding ES/EED	108		45	
Rodriguez, Zaida EED	108		10	
Rooftop ES	108		40	
San Miguel EED	108		35	
Sanchez ES	108		50	
Serra Annex EED	108		15	
Serra, Junipero ES/EED	108		40	
SF Community ES	108		35	
SF International HS	108		108	
Sheridan ES	108		50	
Sherman ES	108		50	
Stevenson ES	108		40	
Sutro ES/EED	108		55	
Taylor, ER ES	108		60	
Tenderloin ES/EED	108		108	
Tule Elk Park EED	108		25	
Wallenberg, Raoul HS	108		95	
West Portal ES	108		45	
<b>Total Executone Schools</b>	<b>10650</b>		<b>4934</b>	
<b>Executone Admin Sites</b>				
Admin HQ @ 555 Franklin	648	30x100	648	
Early Education Department	228		132	
ROTC/Principals Center old bldg	228		50	
<b>Total Exectone Admin Sites</b>	<b>1104</b>		<b>830</b>	
<b>TOTAL EXECUTONE</b>	<b>11754</b>	<b>66x148</b>	<b>5764</b>	
<b>Mitel/InterTel School Sites</b>	<b>System Type</b>	<b>Vmail Config-uration</b>	<b>Active Ports / Licenses</b>	<b>Comments</b>
Argonne ES	Mitel		38	

Brown, Willie MS	Mitel		69	
Burton, Phillip & Sala HS	Mitel		128	
Carmichael MS / Filipino Ed Center	Mitel		38	
Chavez, Cesar ES	Mitel		53	
Civic Center / SFSC / LEAD School admin	Mitel		97	
Independence HS	Mitel		62	
Key, Francis Scott ES	Mitel		44	
King, Martin Luther MS aka MLK	Mitel		64	
Lau, Gordon J ES	Mitel		51	
Leola Havard	Mitel		113	
Lick, James MS	Mitel		65	
Longfellow ES	Mitel		50	
McKinley ES	Mitel		32	
Miraloma ES	Mitel		30	
Monroe	Mitel		65	
Moscone George ES / Las Americas	Mitel		39	
New Academic Campus @ 300 Seneca	Mitel		48	
O'Connell, John HS	Mitel		99	
Ortega, Jose ES	Mitel		64	
Peabody, George	Mitel		108	
Presidio MS	Mitel		79	
Revere, Paul	Mitel		80	
Roosevelt, Theodore MS	Mitel		65	
SF Public Montessori ES	Mitel		60	
School of the Arts / The Academy	Mitel		192	
Spring Valley ES	Mitel		65	
Starr King ES	Mitel		42	
Sunset ES	Mitel		34	
Sunnyside ES	Mitel		47	
Ulloa ES	Mitel		94	
Visitacion Valley ES	Mitel		45	
Visitacion Valley MS	Mitel		100	
Washington, George HS	Mitel		192	

Webster, Daniel ES	Mitel		48	
Wells, Ida B HS	Mitel		45	
Yick Wo Es	Mitel		64	
<b>Total Mitel/InterTel Schools</b>			<b>2609</b>	
<b>Mitel/InterTel Admin Sites</b>				
C&I @ Cabrillo admin	InterTel AXXESS	30x100	225	
Bldgs & Grounds/Custodial Svcs admin	Mitel	12x16	150	ACD
EED @ 20 Cook admin	Mitel		98	
EPC @ 555 Franklin admin	InterTel AXXESS	16x30	85	ACD
Facilities Planning/Business Services admin	InterTel AXXESS	30x100	200	
KALW admin	Mitel	8x30	50	
SFCS School Health @ Quintara admin	InterTel AXXESS		81	
SPED Santiago admin	Mitel		128	
Student Nutrition Services admin	Mitel		32	
Transportation admin	Mitel		78	ACD, Call tracer software
<b>Total Mitel/InterTel Admin Sites</b>		<b>96x276</b>	<b>1127</b>	
<b>TOTAL MITEL/INTERTEL</b>		<b>96x276</b>	<b>3736</b>	
<b>Miscellaneous Sites</b>				
Argonne EED @ 16th Avenue			15	
Rooftop ES @ Corbett			55	
<b>TOTAL MISCELLANEOUS PORTS</b>			<b>70</b>	
		<b>Voicemail Ports</b>	<b>Licenses / Ports</b>	
<b>Total Executone System ports</b>			<b>11,754</b>	
<b>Total Mitel/InterTel and Miscellaneous Licenses / Ports</b>		<b>162x424</b>	<b>4,300</b>	
<b>TOTAL PORTS/LICENSES</b>		<b>162x424</b>	<b>16,054</b>	
<b>Site Counts</b>	<b>Schools</b>	<b>Admin</b>	<b>Miscellaneous</b>	<b>Total</b>
<b>Executone</b>	81	3	0	<b>84</b>
<b>Mitel/InterTel</b>	37	10	0	<b>47</b>
<b>Miscellaneous</b>	0	0	2	<b>2</b>
<b>Totals</b>	<b>118</b>	<b>13</b>	<b>2</b>	<b>133</b>

(Attachment-B)

**BID FORM SUMMARY**

SUPPLIER: _____	ISSUE DATE: 10/21/2016
ADDRESS: _____	IFB NO.: 068-12272019-2016
CITY,ST: _____	DUE DATE: 11/17/2016 2:00 P.M.
CONTACT: _____	PURCHASER: Richard Neipling
PHONE: _____	PHONE: (415) 241-6468
FAX: _____	FAX: (415) 241-6487

QUOTATIONS ARE INVITED BY THE BUYER TO BE RECEIVED NOT LATER THAN 2:00 PM ON THE SPECIFIED DUE DATE, COVERING THE ARTICLES OR SERVICES UNDER CONDITIONS STATED. THIS QUOTATION WILL BE USED FOR A SCHOOL PURCHASE ORDER FOR THOSE ITEMS ON WHICH YOUR FIRM IS THE SUCCESSFUL BIDDER. THE IFB NUMBER IS TO APPEAR ON ALL CORRESPONDENCE RELATED TO THIS SOLICITATION.

LINE	QUANTITY	U/M	DESCRIPTION	MFGR.	UNIT PRICE	EXTENDED PRICE
1	1.00	LOT	* INTERTEL/MITEL MAINTENANCE (TOTAL FROM WORKSHEET-A / ATTACHMENT-C)	INTERTEL/MITEL	\$	\$
2	1.00	LOT	INTERTEL/MITEL EQUIPMENT (TOTAL FROM WORKSHEET-A / ATTACHMENT-C)	INTERTEL/MITEL	\$	\$
3	1.00	LOT	* EXECUTONE MAINTENANCE (TOTAL FROM WORKSHEET-B / ATTACHMENT-D)	EXECUTONE	\$	\$
4	1.00	LOT	EXECUTONE EQUIPMENT MAINTENANCE (TOTAL FROM WORKSHEET-B / ATTACHMENT-D)	EXECUTONE	\$	\$
5					\$	\$
6			* NON-TAXABLE		\$	\$
7					\$	\$
8					\$	\$
9					\$	\$

By signing, I attest that I am an authorized representative/agent authorized by my signature to bind the organization to the terms and conditions of the solicitation.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SUB-TOTAL	\$
SALES TAX (9.75%)	\$
SHIPPING & HANDLING	\$
OTHER	\$
TERMS OF PAYMENT	
<b>BID TOTAL</b>	<b>\$</b>



(Attachment-C)

**BID FORM WORKSHEET-A**  
(InterTel/Mitel)

DESCRIPTION	TOTAL PORTS	UNIT PRICE	EXTENDED VALUE
Based on the total port count and equipment shown in Attachment A, indicate the maintenance cost per port per year for all ports inclusive of all system types.  PORTS            4,300	4,300		
Cost of maintenance for each additional port (estimated number of ports for each additional year)	100		
Cost for additional station/CO user licenses (estimated number of licenses for each additional year)	100		
Hourly rate for service outside of the maintenance agreement (estimated number of hours for each additional year)	150		

**MAINTENANCE SUBTOTAL**    \$ \_\_\_\_\_

(Enter above amount for line item #1 on the Bid Form)

INTERTEL/MITEL EQUIPMENT DESCRIPTION	PART #	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE
8560 PHONE DIGITAL	550.856	12		
8520 PHONE DIGITAL	550.852	12		
8500 PHONE DIGITAL	550.85	50		
8528 PHONE DIGITAL	50006122	12		
8568 PHONE DIGITAL	50006123	6		
T1/E1 PRI CARD	580.274	2		
LGC CARD	550.231	5		
SLC 16+	550.2126	5		
POWER SUPPLY	550.0131	5		
DKSC 16+	550.2255	10		
VOICE PROCESSING (8 PORTS)	550.5210	2		
LG CARD	550.2309	5		

SLC (8 PORTS)	550.2101	5		
PCBA EKSC	556.2212	10		

OTHER		ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE
CAT5 OR 6 DATA GRADE CABLE INCL HARDWARE 150' RUN		50		

**EQUIPMENT SUBTOTAL** \$ \_\_\_\_\_

(Enter above amount for line item #2 on the Bid Form)

**\* ALTERNATE / OR EQUAL ITEM DESCRIPTION**

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Item No.: \_\_\_\_\_

(Attachment-D)

**BID FORM WORKSHEET-B**

(Excutone)

DESCRIPTION	TOTAL PORTS	UNIT PRICE	EXTENDED VALUE
Based on the total port count and equipment shown in Attachment A, indicate the maintenance cost per port per year for all ports inclusive of all system types.  PORTS            11,754	11,754		
Cost of maintenance for each additional port (estimated number of ports for each additional year)	75		
Hourly rate for service outside of the maintenance agreement (estimated number of hours for each additional year)	150		

**MAINTENANCE SUBTOTAL \$** \_\_\_\_\_

(Enter above amount for line item #1 on the Bid Form)

EXECUTONE EQUIPMENT DESCRIPTION	PART #	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE
6 KEY PHONE DIGITAL	82500-2	100		
17 KEY PHONE DIGITAL	82200-2	20		
28 KEY PHONE DIGITAL	82100-2	10		
DISPLAY PHONE DIGITAL	82300-2	10		
M12 PHONE DIGITAL	84390-2	0		
M18 PHONE DIGITAL	84700-4	8		
M32 PHONE DIGITAL	84500	5		
M64 PHONE DIGITAL	84600	2		
108 CPU	19300	5		
228 CPU	15300	5		

STATION CARD	15700	15		
GSLC CO CARD	15620K	10		
POWER SUPPLY	15100	6		
* 6 KEY WALL MOUNT KIT	* 82544-2 OR EQUAL	175		

OTHER		ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE
CAT6 DATA GRADE CABLE INCL HARDWARE 150' RUN		25		

**EQUIPMENT SUBTOTAL**     \$ \_\_\_\_\_

(Enter above amount for line item #2 on the Bid Form)

**\* ALTERNATE / OR EQUAL ITEM DESCRIPTION**

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Item No.: \_\_\_\_\_

(Attachment-E)

**BIDDER REFERENCES FORM**

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

City: \_\_\_\_\_ State : \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Please Indicate if this reference satisfies the requirement in Section 1.2.7.1, minimum of three (3) required.

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

City: \_\_\_\_\_ State : \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Please Indicate if this reference satisfies the requirement in Section 1.2.7.1, minimum of three (3) required.

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

City: \_\_\_\_\_ State : \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Please Indicate if this reference satisfies the requirement in Section 1.2.7.1, minimum of three (3) required.

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

City: \_\_\_\_\_ State : \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Please Indicate if this reference satisfies the requirement in Section 1.2.7.1, minimum of three (3) required.

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

City: \_\_\_\_\_ State : \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Please Indicate if this reference satisfies the requirement in Section 1.2.7.1, minimum of three (3) required.

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

City: \_\_\_\_\_ State : \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Please Indicate if this reference satisfies the requirement in Section 1.2.7.1, minimum of three (3) required.

(Attachment-F)

**CRIMINAL BACKGROUND CHECK FORM**

**San Francisco Unified School District  
Consultant/Independent Contractor Agreement  
Criminal Background Check**

Name of Independent Consultant/Contractor:	
Services performing under the Agreement:	
Schools/Locations where services are being performed:	
Total amount to be paid by the District under this Agreement:	
Term of Agreement:	

***Check the applicable box and fill in any blanks.***

1.		I certify that none of my employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement
2.		The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
		I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately. "

\_\_\_\_\_  
Consultant's Signature      Date

\_\_\_\_\_  
Administrator's Signature      Date

\_\_\_\_\_  
Printed name of Consultant

\_\_\_\_\_  
Printed name of Administrator

(Attachment-G)

**BID BOND FORM**

Know All Men by These Presents That We \_\_\_\_\_  
\_\_\_\_\_ as Principal, and

\_\_\_\_\_  
(Name of Insurance Company, Name of local representative, address and telephone number)

legally doing business in California as an admitted surety insurer, as Surety, are held firmly bound unto the San Francisco Unified School District, hereinafter called the District, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (which represents 10% of the bid amount) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that,

WHEREAS, the Principal has submitted a Bid for \_\_\_\_\_  
at \_\_\_\_\_ for which  
bids are to be opened on \_\_\_\_\_

NOW, THEREFORE, if the Principal is awarded the Contract, and, within the time and in the manner required in the Contract Documents, enters into a written Contract with the District in accordance with the Bid, and gives bonds with good and sufficient surety for the faithful performance of such Contract and for the prompt payment for labor and materials in the prosecution thereof; or in the event of the Principal's failure to enter into such Contract and give such bonds, if the Principal shall pay to the District, the difference between the amount specified in said Bid and such larger amount for which the District may procure the work covered by said Bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have signed and sealed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Surety) (Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

SIGNATURE EXECUTED IN BEHALF OF SURETY MUST HAVE PROPER ACKNOWLEDGEMENT.

BID BOND FORM / SECTION F / May 2006

(Attachment-H)

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, San Francisco Unified School District (hereinafter referred to as "District" and \_\_\_\_\_ (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the services of \_\_\_\_\_ at \_\_\_\_\_ project located in San Francisco, California (hereinafter referred to as the "Security Services Contract"); and

WHEREAS, Contractor is required by the terms of the Security Services Contract to furnish a bond for the faithful performance of all terms and conditions of the Security Services Contract;

NOW, THEREFORE, Contractor, as principal, and \_\_\_\_\_ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Security Services Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Security Services Contract, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Sub-paragraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
  - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Security Services Contract; and
  - 3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Security Services Contract, to Surety in accordance with the terms of the Security Services Contract or to a contractor selected to perform the Security Services Contract in accordance with the terms of the Security Services Contract with District.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of District, to perform and complete the Security Services Contract; or
  - 4.2 Undertake to perform and complete the Security Services Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of Security Services Contract, arrange for a contract to be prepared for



execution by District and the Contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Security Services Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Security Services Contract, incurred by District resulting from Contractor's Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

- i. After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
- ii. Deny liability in whole or in part and notify District citing specific reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.

6. After District has declared a Contractor default, and if Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Security Services Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Security Services Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of the Balance of the Agreement Price to mitigation of costs and damages on the Security Services Contract, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of the defective work, materials and equipment and completion of the Security Services Contract;

6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure.

6.3 Liquidated damages, or if no liquidated damages are specified in the Security Services Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Security Services Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.

8. Surety hereby waives notice of any change, including changes of time, to the Security Services Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be faxed as an item of costs.

10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

## 11. DEFINITIONS

11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Security Services Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to

which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Security Services Contract.

- 11.2 Security Services Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Security Services Contract.

**CONTRACTOR**, as principal

**SURETY**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

**DISTRICT**

San Francisco Unified School District  
135 Van Ness Avenue, Room 123  
San Francisco CA 94102  
Phone: (415) 241-6468  
Fax: (415) 241-6487

(Attachment-I)

**(SAMPLE FORM)**

**CONTRACT AGREEMENT**

**CONTRACT AGREEMENT  
BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
AND**

\_\_\_\_\_

This Agreement is dated for convenience \_\_\_\_\_ and is entered into between \_\_\_\_\_, (hereinafter "Contractor") and the **San Francisco Unified School District** (hereinafter "District").

WITNESSTH, that the Contractor and the District, for considerations stated herein, mutually agree as follows:

**1. SERVICES CONTRACTOR AGREES TO PERFORM**

The Contractor shall provide the District with \_\_\_\_\_ to all requesting sites and administration offices as per bid No. \_\_\_\_\_, received and opened on \_\_\_\_\_ consisting of signed Bid, General Terms, Instructions, Information, Contract Conditions, Special Conditions and Bid Sheet.

**2. INFRINGEMENTS – INDEMNIFICATION**

The Contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by District, its officers or agents, or any article supplied under this Purchase Agreement Proposal, and the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability, loss, or damage arising from such claims or suits.

The Contractor agrees to hold the San Francisco Unified School District harmless from any and all claims and liabilities for damage to all persons, including but not limited to employees of the contractor arising out of and in the course of the performance of this agreement.

**3. COMPENSATION**

The Contractor shall be paid as per the bid. Requests for compensation shall be monthly, complete with a breakdown of charges and receipts as applicable. Payments shall be made in a reasonable time upon approval that services have been rendered in a professional and timely manner as set forth in Section 1 of this Agreement. The amount of money to be paid to the Contractor under this Agreement shall not exceed \_\_\_\_\_. If the scope of work described herein is increased, the Agreement amount may also be increased provided that there is a prior written modification to the Agreement and a Board Resolution authorizing said increases. It shall be the responsibility of the Contractor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated.

**4. TERM OF AGREEMENT**

The term of the contract shall be from \_\_\_\_\_ award date, for one full year. This contract may be extended for a period or periods or up to four (4) additional years by mutual agreement.

**5. INSURANCE**

Prior to award, contractor must submit written evidence of the following insurance which must be maintained in force during the term of this contract:

- h. Comprehensive General Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.

- i. Comprehensive or Business Automobile Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
- j. Workman's Compensation with Employers Liability limits of not less than \$1,000,000 each accident.
- k. If any policies are written on claims made from, the contractor agrees to maintain such insurance continuously in force for three years following the completion of this contract.
- l. Certificate of Insurance, satisfactory to the District, evidencing all coverage's above shall furnished to the District before commencing any operations under this contract, with complete copies of policies upon District request.
- m. Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.
- g. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:
  - Name as additional insured the San Francisco Unified School District, its board, officers and employees.
  - Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom a claim is made or a suit is brought against.
  - The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing regarding cancellation, non-renewal or reduction of coverage of any of the above insurance.

#### **6. TERMINATION**

In the event the Contractor fails to perform any of its obligations under this Agreement, the District through the Purchaser may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective after ten (10) days written notice to the 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, the Contractor shall be paid for its services under this agreement, up to the date of termination that has been performed to the satisfaction of the District.

The District may terminate this agreement in whole or in part for its convenience by giving 30 days written notice of its intent.

Upon receipt of written notice that this Agreement is terminated, the Contractor will submit an invoice to the District for an amount that represents the value of services actually performed up to the date of termination for which the Contractor has not previously been compensated as per Section 3. Upon approval and payment of this invoice by the District, the District shall be under no further obligation to the Contractor, monetary or otherwise.

#### **7. CONTRACTOR'S DEFAULT**

Failure or refusal of the Contractor to perform or do any act herein required shall constitute default. In the event of any default, in addition to any other remedy available to the District, the District may terminate this Agreement pursuant to the terms of Section 6 herein. Such a termination shall not waive any other legal remedies available to the District.

#### **8. ENTIRE CONTRACT**

All of the agreements between the parties are included herein and no warranties, expressed or implied, representations, promises or statements have been made by either party unless endorsed here in writing and no change or waiver or of any provision hereof shall be valid unless made in writing and executed in the same manner as the Contract.

#### **9. ASSIGNMENT**

The Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights, including the right to receive payment, burdens, duties or obligations without the prior written consent of the District. The District's consent shall be by resolution of the Board of Education.

Any assignment of the Contract by the Contractor with the approval of the District shall be subject to the terms and conditions hereof and to the rights of the District contained in the Contract. No transfer or assignment of the Contract by the Contractor shall release it from its obligations hereunder.

#### **10. INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES**

The Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which the Contractor performs the service required of the Contractor by the terms of this Agreement. The Contractor shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between the District and the Contractor. Terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of the Contractor's work only and not as to the means by which such a result is obtained.

#### **11. INCIDENTAL AND CONSEQUENTIAL DAMAGES**

The Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from contractor's acts or omissions. Nothing in this agreement shall constitute a waiver or limitation of any rights, which the District may have under applicable law.

#### **12. BUDGET AND FISCAL PROVISIONS**

The Contract is subject to the budget and fiscal policies of the District. Charges will accrue only after prior written authorization certified by the District's Chief Financial Officer and any amount of the District's obligation hereunder shall not at any time exceed the amount certified for the purpose and periods stated in such advance authorization. If funds are appropriated for a portion of a fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated, unless additional funds are appropriated. This section shall control against any and all other provisions of the Contract.

#### **13. CONFLICT OF INTEREST**

Contractor understands the following and certifies that it does not know of any facts which constitutes a violation:

Contractor hereby certifies that no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or who has been employed by the San Francisco Unified School District within the past two years, has participated in bidding, selling or promoting this contract. Furthermore, Contractor certifies that no such current or former Board member or employee has an ownership interest in this contract, nor shall any such current or former Board member or employee derive any compensation, directly or indirectly, from this contract. Contractor understands that any violation of this provision of the contract shall make the agreement violable by the District.

Government Code of the State of California, Section 87100 et. seq. Public officials; state and local; financial interest:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

#### **14. PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT**

The Contractor understands and agrees, that in the performance of the work of services under this Agreement, or in contemplation thereof, the Contractor may have access to private or confidential information which may be owned or controlled by the District, and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Contractor agrees that all information disclosed by the District, its employees or students. The Contractor also understands and agrees that the disclosure of such information by violates state and/or federal law. The Contractor agrees that all information disclosed by the District to the Contractor shall be held in confidence and used only in performance of the Agreement. The Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

#### **15. 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.

The District may order changes in the work herein required and may order extra materials and extra work in connection with the performance of the contract and the Contractor must comply with such orders, except that:

If changes in services are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract may be increased or decreased by such amount as the Contractor and the Purchaser may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work, and

No order for any alteration, modification, or extra which will increase or decrease the cost of the services shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Purchaser and certified by the Director, Fiscal Services pursuant to Section 37 and 38. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract.

Any modifications thus ordered by the District and agreed to by the Contractor must be approved by the Board of Education, and the resultant contract modification must be executed by the District and the Contractor.

#### **16. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION**

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Purchaser who shall decide the true meaning and intent of the Agreement. The Purchaser's decision shall be final and conclusive.

#### **17. AGREEMENT MADE IN CALIFORNIA: VENUE**

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

#### **18. LAWS AND REGULATIONS**

Articles and services covered by this contract must comply with applicable Federal, State, and Local Laws, ordinances, and other law requirements which are in effect at the day and year first herein about written. If any term or provision of this agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

#### **19. SUBCONTRACTING**

The Contractor is prohibited from subcontracting this Contract or any services provided pursuant to this Contract unless such subcontracting is agreed to in writing and executed in the same manner as this Contract. No party on the basis of this Contract shall in any way contract on behalf of or in the name of the other party of this Contract, and violation of this provision shall confer no rights on any party and shall be void.

#### **20. NON-DISCRIMINATION**

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Contract.

#### **21. BANKRUPTCY**

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it. The Contractor shall notify the District within ten (10) days of filing and bankruptcy petition under the Federal Bankruptcy Act.

**APPROVED AS TO FORM:**

**CONTRACTOR:**

BY: \_\_\_\_\_  
Danielle Houck, General Counsel (Date)

BY: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title (Date)

BY: \_\_\_\_\_  
Contract Compliance Office (Date)

BY: \_\_\_\_\_  
Rod Sarmiento (Date)  
Director of Purchasing & Warehouse

BY: \_\_\_\_\_  
Reeta Maadhaven (Date)  
Chief Finance Officer

**(SAMPLE FORM)**

(Attachment – J)

**PRE-QUALIFICATION COMPLIANCE FORM**

(Please check the box if compliance applies)

- 1. Vendor is able to procure, install and service the above-named products and services In San Francisco, meaning the vendor must hold a California Contractors License appropriate to its profession and be licensed in the City and County of San Francisco.
- 2. Vendor’s account management team has a minimum of three (5) years of experience in the telephony industry within the last three (3) years prior to the bid due date with experience in building and maintaining successful relationships servicing large public sector and/or educational accounts;
- 3. Vendor has at least three (3) company employed field technicians in the San Francisco Bay Area.
- 4. Vendor has been in business for at least five (5) years continually;
- 5. Vendor has an established local office in or within fifteen (15) miles of the San Francisco to support the sales and technical aspects of this bid. Further, because telephone services is considered by the District a LIFE/SAFETY issue, an inventory of critical parts must be warehoused at said local office, with depot maintenance and support in San Francisco or with (fifteen (15) miles.
- 6. For the InterTel/Mitel requirement of the solicitation, vendors are required to be authorized InterTel/Mitel vendors and employ factory-trained technicians for maintaining the Mitel/InterTel systems.
- 7. The vendor will include justification/certificate of such training with their bid.
- 8. For the Executone requirement of this solicitation and that the technician(s) has a minimum of five (5) years experience.
- 9. The vendor will include a minimum of three (3) references, on the reference sheet provided, of customers similar in size to the District, that have been successfully serviced and maintained for a minimum three (3) years.

By signing, the vendor confirms that the information included on this page is true and accurate to the best of their knowledge.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Signature