REQUEST FOR OFFER

PROPOSITION A 2016 BOND PROGRAM
RFO PROJECT NO. 12071

MULTI-YEAR CONTRACT FOR E-RATE ELIGIBLE
LOCAL AREA NETWORK (LAN) EQUIPMENT UPGRADE AND SERVICES

❖

Y22 E-rate 2019-2020 FCC FORM 470 NO. 190012441

❖

PROPOSAL DUE DATE AND TIME
February 4, 2019 at 2:00 p.m. (Local Time)

• Please go to the following link to view and download the bid package.
  Please look for Local Area Network (LAN) Equipment Upgrade and Services E-RATE RFO Project No. 12071
  under section “Current RFPs, RFQs, RFOs & RFIs”. All related documents for this bid will be posted in this section.
• As a requirement of this solicitation, bidders are required to respond according to the instructions contained in the RFO.
  Bidders will respond utilizing the format, forms and other criteria indicated in the RFO.
• Bidder responses that do not comply with the format, forms and other criteria indicated, may be rejected. The District
  reserves the right to refuse any and all bids.
• Only bids electronically submitted by E-mail to maynards@sfusd.edu and Mharken@csmcentral.com with the subject
  line, “LAN Equipment Upgrade and Services F470 No. 190012441” by Monday, February 4, 2019 at 2:00 p.m.
  (Local Time) will be considered. SFUSD is not responsible for any technical difficulties with the submission of the bid.
  Proposals received after the bid due date and time will not be considered.
DATE: January 6, 2019

ATTENTION: Prospective Bidder

SUBJECT: Request for Offer for 2019 E-rate Local Area Network (LAN) Equipment Upgrade and Services

The San Francisco Unified School District, Department of Technology, is soliciting Request for Offers for Local Area Network Equipment Upgrade and Services E-rate RFO Project No. 12071. The District hereby invites all interested bidders to submit a bid to furnish all labor, requested materials, and any other related items required for performance under the RFO. Interested bidders must provide a signed copy of Attachment A, E-rate Supplemental Terms and Conditions with the bid response. Bidder responses that do not comply with the format, forms and other criteria indicated, may be ruled non-responsive.

Proposals will be accepted electronically by E-mail to maynards@sfusd.edu and MHarken@csmcentral.com with the subject line, “LAN Equipment Upgrade and Services F470 No. 190012441” by Monday, February 4, 2019 at 2:00 p.m. (Local Time). San Francisco Unified School District is not responsible for any technical difficulties with the submission of the bid. Proposals received after the bid due time will not be considered.

For clarification questions regarding the RFO and/or F470 No. 190012441, please email maynards@sfusd.edu and MHarken@csmcentral.com by Thursday, January 17, 2019 at 5:00 p.m. (Local Time).

To preserve the integrity of the RFO, we request that prospective bidders must not contact any District representatives, except those designated on the F470 No. 190012441, prior to the publication of the District’s notice of intent to award. Please note that inappropriate contacts by a prospective bidder may subject the bidder to disqualification from the contract award process.

The District reserves the right to reject any and all bids. The District may award multiple bids on the merit of best value for equipment and/or services. The intent to award of the proposal will be posted in the E-rate Productivity Center (EPC). The award resolution will be submitted for approval to SFUSD’s Board of Education at the public Board meeting on, Tuesday, February 26, 2019. If awarded, the anticipated contract start date is July 1, 2019.

Sincerely,

Sandy Maynard
Executive Director of Project Management, Department of Technology
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3. Timeline

<table>
<thead>
<tr>
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4. Background and Overview

The San Francisco Unified School District (SFUSD), founded in 1851, is the seventh-largest school district in California, educating over 53,000 PreK-12 students. As of the school year 2016-17, SFUSD has 12 early education schools; 75 elementary and PreK-8 schools; and 20 high and continuation schools. 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 supported by this RFO includes the following Technology investments:

- redesigning the learning experience by delivering rich digital content to students through 1:1 devices in partnership with curriculum, pedagogy, and flexible spaces;
- developing and integrating critical online tools and systems to support our educators, school leaders and central office staff in their work;
- establishing a resilient technology backbone to empower a digital district.

5. Project Purpose and Expectations

The San Francisco Unified School District is seeking services for the delivery and installation of new network and communication equipment for 120 schools. In compliance with this RFO and related specifications, the Bidder shall provide the labor, equipment, installation, integration, and implementation required to deliver the specific equipment and services for these 120 schools as defined below in the Scope of Work (SOW) section.

The purpose of this Request for Offer (RFO) is to provide network equipment and related services for campus wired Local Area Network (LAN), and related services including but not limited to electronics, associated modules, software, applicable licenses, and related technical services to replace aging LAN equipment and/or install additional LAN equipment at the following designated schools throughout the District.

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**Elementary Schools (ES) and PreK-8 Schools**

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<td>Yick Wo ES</td>
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**Middle Schools (MS)**

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6. Scope of Work

Equipment Specifications

1. The Vendor shall provide network equipment, modules, components, and applicable licenses as outlined in Attachment B, LAN Equipment Upgrade Specifications per School.
2. The Vendor shall note using Attachment C, Bidder Equipment Response Template, which line item is E-rate eligible and/or ineligible.

Service Specifications

- Purchasing, Warehousing and Delivery Requirements
  1. At the Vendor’s facilities, all equipment and modules provided shall be inventoried, assembled, tested, and certified as fully operational prior to delivery and/or installation at the school sites.
  2. The Vendor shall not contact or visit the school site prior to contract execution and without the written permission of the District Project Manager or other designated members in the Department of Technology.
  3. The District requires Vendor to warehouse the hardware procured within 100 miles from San Francisco until the District is ready to move forward with installation and migration of systems. (Please note that designated school campuses will be undergoing Facilities 2016 Bond modernization. Once modernization schedules are available, the District Department of Technology Staff will coordinate the installation and migration schedule between District’s Bond Team and Vendor.)
  4. Changes to the equipment model types and quantities to a school’s bill of materials will be submitted to
the District for review and approval.

- **Inventory and Asset Management Requirements**
  1. The Vendor shall inventory all equipment and components within the scope of work for the campus LAN Upgrade Project.
  2. The Vendor shall follow the District’s new equipment asset management practices including, but not limited to the following:
     2.1. Place District furnished asset tags on each network equipment and components.
     2.2. Inventory each new equipment and components by updating the GoogleSheet workbook established by the District Project Manager. Winning bidder will be provided edit access to the workbook. The information required on the workbook may include, but not limited to:
         2.2.1. School Name and Address
         2.2.2. Model and Description
         2.2.3. District Purchase Order Number
         2.2.4. Serial Number and MAC Address (if applicable) of equipment
         2.2.5. Asset Tag Number
         2.2.6. Date Received
         2.2.7. Date Installed

- **Project Approach Requirements**
  1. The Vendor shall submit, with bid package, a high-level project plan showing the Vendor’s approach on executing the requested services. Please include the following critical components to the plan:
     1.1. Sample Project Plan for each facility type; Early Education School, Elementary School, PreK-8 School, Middle School, and High School.
     1.2. Quality Control Plan (i.e. equipment dead on arrival testing, pre/post installation test plan)
     1.3. Sample School Migration Plan for each facility type as outlined in Project Plan/Approach Requirements, Section 1.1.
     1.4. Configuration Management Plan
  2. Partner with District Project Manager on establishing a project and deliverable schedule for all schools that indicates the timetable in which the project will be completed.
  3. Participate in project status and engineering meetings with District Staff (as needed).
  4. The District does not seek Vendor to provide a dedicated Project Manager.

- **Configuration, Engineering and Installation Requirements**
  1. The Vendor shall configure all provided equipment and document the configurations in accordance with the District’s required format, which will be provided to the successful bidder.
  2. Additional configuration services of LAN equipment that may not be replaced during the upgrade will be provided as specified by the District’s Project Manager or representative.
  3. Configuration requirements of existing and new equipment may include, but not limited to:
3.1. Configuring District provided Internet Protocol (IP) addresses;
3.2. Configuring host names;
3.3. Configuring IP Routing Protocols;
3.4. Configuring multiple VLANs on all network equipment using District provided information;
3.5. Creating trunk services between existing and newly installed network equipment;
3.6. Configuring proper assignment of switch ports to the correct VLANs;
3.7. Testing DHCP from all applicable VLANs;
3.8. Configuring Default Gateway;

4. Perform a site visit to determine the best installation approach to integrate the requested equipment quantities per school as identified on Attachment B, LAN Equipment Upgrade Specifications per School with no impact to instructional time (e.g. network, wired and wireless, cannot be taken offline during school operating hours, typically after 4:00 p.m.).

5. Provide and/or install network components as described on Attachment B, LAN Equipment Upgrade Specifications per School; Attachment C, Bidder Equipment Response Template; and Attachment D, Bidder Service Rate Response Template.

6. Replace existing Cisco WS-2960S, WS-C3560, and any aging switch as specified by the District in the MDF and/or Intermediate Distribution Frame (IDF) with new Cisco Catalyst 9300-48UXM-A or equivalent, Catalyst 9300-27UXM-A Switches or equivalent, and SFP-10G-LRM Module or equivalent. Patch in data connections from switch port to patch panel. District will furnish patch cables once length and quantity is identified from site visit.

7. Label both ends of the data cables of Wireless Access Point connections going to UPOE and/or POE+ switches. Hand-written labels will not be accepted. Winning bidder will be provided the label naming conventions.

8. Patch in fiber uplinks to and from MDF/IDF network components.

9. Label both ends of the fiber uplink connection with District provided standard. Hand-written labels will not be accepted. Winning bidder will be provided the label naming conventions.

10. Provide logical network diagram per school campus once LAN Upgrade is complete at each school.

11. Testing and certification of the overall installation and configuration to ensure proposed solutions are fully interoperable and functional with existing systems.

7. Submittal Requirements

Proposals will be accepted electronically by E-mail to maynards@sfusd.edu and MHarken@csmcentral.com with the subject line, “LAN Equipment Upgrade and Services F470 No. 190012441” by Monday, February 4, 2019 at 2:00 p.m. (Local Time). San Francisco Unified School District is not responsible for any technical difficulties with the submission of the bid. Proposals received after the bid due time will not be considered.

The bid response package must be submitted in its entirety to include the following items:
1. Proposal Identification Statement  
   a. The Vendor should provide the organization name, mailing address, and primary contact person information.

2. The response must contain all responses to the requirements in this RFO with organization in the same format and order as presented in this RFO. All cost information required must be included in the response.

3. Customer References

4. Signed copy of Attachment A - E-rate Supplemental Terms and Conditions

5. Attachment C - Bidder Equipment Response Template

6. Attachment D - Bidder Service Rate Response Template

7. Signed copy of Attachment E - Purchase Agreement Proposal

8. Evaluation Scoring

Vendors will be evaluated based on their response to the following evaluation criteria.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of eligible products and/or services</td>
<td>35</td>
</tr>
<tr>
<td>Cost of ineligible products and/or services</td>
<td>20</td>
</tr>
<tr>
<td>Service Specifications</td>
<td></td>
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<tr>
<td>1. Purchasing, Warehousing and Delivery Requirements</td>
<td>25</td>
</tr>
<tr>
<td>2. Inventory and Asset Management Requirements</td>
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<tr>
<td>3. Project Approach Requirements</td>
<td></td>
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<tr>
<td>4. Configuration, Engineering and Installation Requirements</td>
<td></td>
</tr>
<tr>
<td>Vendor Customer References</td>
<td>10</td>
</tr>
<tr>
<td>Experience with the District</td>
<td>10</td>
</tr>
</tbody>
</table>

9. Request for Customer References

The vendor must provide at least three references from customers, who meet the following criteria:

• Scope of project similar to the requirements outlined in this RFO;
• Work is currently underway or was completed within the last three years.

The vendor shall include customer organization name, customer contact information (email, phone number), contact’s role in the organization, and a brief description of the project.

10. 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.

**BONDS**

3. 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**

4. When the name of manufacturer, brand, or make, with or without model number, is used in describing any item in Purchasing 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.

5. 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**

6. Articles offered as equal to District sample must fully conform thereto; said District samples may be inspected at the place designated by the Purchaser.

7. 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.

8. 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.

9. Submitted sample will be assumed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder. The Purchaser will determine sufficiency of sample.

10. Sample shall not be enclosed with Purchase Agreement Proposal, and Purchase Agreement Proposal shall not be wrapped in package with sample.

**DELIVERIES**

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

13. 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.

14. Purchase Agreement awarded under this proposal may be assigned only with the approval of the Purchaser. See item # 34 for additional details.

15. 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.

16. 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.

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

18. 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.

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.

20. 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.

21. 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.

**FIRM PRICES**
22. 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**

23. The Purchaser may make awards on separate items or in an aggregate of several or all items.

24. The Purchaser reserves the right to reject any and all bids, to waive any irregularities or informalities in any bid or in the bidding.

**TAXES**

25. 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**

26. 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.

27. 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**

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

**TERM OF AGREEMENT**

29. The term of the Contract shall be from July 1, 2019 for one full year. This Contract may be extended for a period or periods of up to 2 additional years by mutual agreement.

**TERMINATION**

30. 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.

31. 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**

32. 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

33. 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.

34. 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

35. 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

36. 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

37. 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

38. 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**

39. 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**

40. 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 upon award of bid. The contract 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 the contract as part of a proposer’s bid may be grounds for the District finding a bid non-responsive.

41. 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**

42. 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**

43. 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**

44. 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**

45. 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**

46. 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**

47. 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**

48. 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 and not less than $2,000,000 for General Aggregate for combined single limit for Bodily Injury, Personal Injury, Property Damage, Advertising Injury and Medical Payments.

b. Comprehensive or Business Automobile Liability insurance with limits of not less than $1,000,000 for each occurrence and not less than $2,000,000 for General Aggregate for combined single limit for Bodily Injury and Property Damage.

c. Professional Liability insurance as appropriate to the Consultant’s profession with limits of not less than $2,000,000.

d. Workman’s Compensation with Employers Liability limits of not less than $1,000,000 each accident.

e. 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.

f. Certificate of Insurance, satisfactory to the District, evidencing all coverages above shall be furnished to the District before commencing any operations under this Contract, with complete copies of policies upon District request.

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

h. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:

i. Name as additional insured the San Francisco Unified School District, its board, officers and employees.
ii. 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.

iii. 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**

49. 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 30 & 31 herein. Such a termination shall not waive any other legal remedies available to the District.

**FILING OF PROTESTS**

50. 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 recommendation for award solicited by this IFB/RFP must be filed by an “interested Party” within five (5) business 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.
11.1 ATTACHMENT A
E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund’s Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: http://www.usac.org/sl/service-providers/step01/default.aspx

c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2019.
f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.

h. **Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”.** Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC.


k. Services providers must comply with the FCC rules for Lowest Corresponding Price (“LCP”). Further details on LCP may be obtained at USAC’s website: http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx

3) **SERVICE PROVIDER ACKNOWLEDGEMENTS**

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
d. This offer is in full compliance with USAC’s Free Services Advisory [http://www.usac.org/sl/applicants/step01/free-services-advisory.aspx]. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) **STARTING SERVICES/ADVANCE INSTALLATION**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2019 funding year (July 1, 2019). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

**EARLY FUNDING CONDITIONS**

**Category 1**

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- **Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.**
- **The Category 1 service must depend on the installation of the infrastructure.**
- **The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.**
- **No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.**

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services ([DA 02-3365](https://www.fcc.gov/document/nassau-county-board-cooperative-educational-services), released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

**Category 2**
There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the
District’s Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, ______________________ (Print Name), the undersigned, as an authorized agent of ______________________ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: ________________________ Title: ________________________

Phone Number: ________________________ Email: ________________________

Service Provider Name: __________________________________________

<End of Attachment A>
The following attachments can be found on GoogleSheets,

[LANUpgrade_Requirements_Workbook_ [Attachments]]:
https://docs.google.com/spreadsheets/d/1wAssqlr8SeaRXagxpBSjp8FMeWJU-QAy08zLm-HMLg/edit#gid=0

11.2 Attachment B - LAN Equipment Upgrade Specifications per School
11.3 Attachment C - Bidder Equipment Response Template
11.4 Attachment D - Bidder Service Rate Response Template
11.5 ATTACHMENT E - PURCHASE AGREEMENT PROPOSAL

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

Local Area Network (LAN) Equipment Upgrade and Services
RFO Project No. 12071
Date Issued: January 6, 2019

BIDS DUE: Proposals will be accepted electronically by E-mail to maynards@sfusd.edu and MHarken@csmcentral.com with the subject line, “LAN Equipment Upgrade and Services F470 No. 190012441” by Monday, February 4, 2019 at 2:00 p.m. (Local Time). San Francisco Unified School District is not responsible for any technical difficulties with the submission of the bid. Proposals received after the bid due time will not be considered.

Upon receipt of Purchase Agreement Acceptance, the undersigned hereby promises and agrees to furnish, subject to provisions of Section 22 on Page 13, 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? __________
(SAMPLE FORM)

CONTRACT FOR SERVICES AND/OR PRODUCTS
FOR E-RATE YEAR 22

The San Francisco Unified School District (“District”) and __________ (“Service Provider”) agree to be bound by the terms and conditions for the purchase of eligible equipment and services as set forth in the attached INDEPENDENT CONTRACTOR AGREEMENT #______ to provide technology equipment and/or services for E-RATE YEAR 22. Service Provider was selected based on Service Provider’s response to the District’s RFP under a qualifying FCC Form 470. The District intends to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider’s proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all the following conditions:

(i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
(ii) District formal acceptance of the USAC approved funding;
(iii) District formal issuance of a Notice to Proceed with the work to Service Provider for the eligible equipment and services covered by the USAC approved funding.

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on or after July 1, 2019 and terminate on or before June 30, 2020. Total costs of the goods and services shall not exceed $ __________ (SLD Pre-Discounted Amount).

Service Provider: ________________

Applicant Name: San Francisco Unified School District

Signature: ____________________________
Print Name: __________________________
Title: ________________________________
Date: ________________________________
INDEPENDENT CONTRACTOR AGREEMENT #_______
BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND
__________________
TO PROVIDE TECHNOLOGY EQUIPMENT AND/OR SERVICES
FOR E-RATE YEAR 22

THIS INDEPENDENT CONTRACTOR AGREEMENT is made as of the____ day of ____________________ in the year 20__, between the San Francisco Unified School District ("District") and ______________ ("Contractor") (together, "Parties").

WHEREAS, Contractor was selected based on Contractor's response to the District's qualifying Federal Communications Commission ("FCC" (the regulatory agency of E-rate Program)) Form 470: Description of Services Requested / RFP and FCC Form 470: Receipt Notification Letter ("RNL"); and

WHEREAS, the District is authorized by the FCC to File Form 471: Services Ordered / Funding Request with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Contractor's proposal and at the conclusion of the RFP and Form 470 process; and

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement, and to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project that is the subject of this Agreement; and

WHEREAS, the Contractor warrants that it can provide and competently install the USAC approved equipment and/or services.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide and install the equipment as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services generally consists of the following:

   Purchase and/or Installation of all eligible equipment and services approved and funded by USAC.

   a) The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all the following conditions:

      (i) USAC approval of District request for funding through a formal Funding Commitment Decision Letter;
      (ii) District formal acceptance of the USAC approved funding;
      (iii) District issuance of a formal Notice to Proceed with the purchase and/or installation of the eligible equipment and services covered by the USAC approved funding.

   b) The Contractor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Contractor's Services at other site(s). The provisions of this Agreement shall apply to the Contractor's Services at each site, without regard to the status of the remaining component(s).

   c) **E-Rate Compliance.** Contractor shall be thoroughly familiar with any rules or regulations set forth by the E-Rate Program and shall comply with all applicable E-Rate contracting credentials and requirements for performance of the Services hereunder.
2. **Term.** Consultant shall commence providing Services under this Agreement on ______________, and will diligently perform as required or requested by District as applicable. The term for these Services shall be extended upon mutual approval of both Parties in writing on an annual basis to the extent permissible under applicable law for a total period expiring ______________.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed Agreement (including Exhibits)</td>
<td>NA</td>
</tr>
<tr>
<td>Insurance Certificates &amp; Endorsements</td>
<td>NA</td>
</tr>
<tr>
<td>W-9 Form</td>
<td>NA</td>
</tr>
<tr>
<td>Workers' Compensation Certificate</td>
<td>NA</td>
</tr>
</tbody>
</table>

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in Exhibit “B – ___________ Rate Schedule” on an hourly basis and a per-item basis, as applicable, (“Contract Price”). District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Project Delivery Schedule of Work.** Consultant acknowledges and agrees time is of the essence and failure of Consultant to perform work on time as specified in this Agreement is a material breach of this Agreement. Consultant shall perform the work diligently as described in Exhibit “A” in accordance with the “Schedule of Work” set forth in Exhibit “D”, and shall commence work upon receipt of any applicable notice to proceed from District.

6. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work. Expenses will not be charged on this Work above the maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as Exhibit “B”.

7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

9. **Standard of Care.**

   9.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant’s Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant’s Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

   9.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide
the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

9.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

9.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

10. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. Termination.

12.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Without Cause by Consultant. Consultant may, upon sixty (60) days’ notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or
12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
12.3.3. Consultant is adjudged a bankrupt. Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. Indemnification. To the fullest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (“Claim”), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or
thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant’s performance of any portion of the Services. (Form CG 0001 and CA 0001)

14.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability.** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant’s profession.

14.1.4. **Pollution Legal Liability.** Legal Liability coverage for bodily injury, property damage, environmental damage, emergency response expense, claim expense and business interruption costs caused by pollution incidents arising from Consultant’s performance of any portion of the services. NA

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability Insurance</strong>, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td><strong>Automobile Liability Insurance - Any Auto</strong></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
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</tr>
<tr>
<td>General Aggregate</td>
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<td>$ 2,000,000</td>
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<td><strong>Pollution Legal Liability NA</strong></td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td><strong>Workers Compensation</strong></td>
<td>Statutory Limits</td>
</tr>
<tr>
<td><strong>Employer’s Liability</strong></td>
<td>$ 1,000,000</td>
</tr>
</tbody>
</table>

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage’s have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Consultant’s insurance policies shall be primary to any insurance or self-insurance maintained by District.
14.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Payment Does Not Imply Acceptance of Work.** No payment shall in any way lessen the liability of Consultant to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by the District and in such case must be remedied or replaced by Consultant without delay at no additional cost to the District. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

16. **Subcontracting**

16.1. The Consultant is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless:

16.2. Subcontracting is agreed to in writing and executed in the same manner as this Agreement.

16.3. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

17. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

18. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant’s receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

19. **Labor Code Requirements.** Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.

20. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

21. **Suspension and Debarment Certification.** A Consultant for any contract of one hundred thousand dollars ($100,000) or more for goods/services must complete and submit to District a Suspension and Debarment Certification. This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Consultant shall submit with the Contract a completed Suspension and Debarment Certification attached hereto as Exhibit “C.”
22. Disabled Veterans Business Enterprise Participation. Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to futurehirings, the Consultant, before it executes the Contract, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Consultant’s good faith efforts to meet these DVBE goals.

23. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

24. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

25. Anti-Discrimination; Compliance with Americans with Disabilities.

25.1. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, AIDS/ARC/HIV status, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

25.2. Consultant acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Consultant, must be accessible to the disabled public. Consultant shall provide the services specified in this Agreement in a manner that complies with theADA and any and all other applicable federal, state and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agree that any violation of this prohibition on the part of Consultant, its employees, agents or assigns will constitute a material breach of this Contract.

26. Fingerprinting of Employees. The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant’s responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

27. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant’s normal business hours, unless Consultant otherwise consents.
28. District’s Evaluation of Consultant and Consultant’s Employees and/or Subcontractors. The District may evaluate the Consultant in any manner which is permissible under the law. The District’s evaluation may include, without limitation:

28.1. Requesting that District employee(s) evaluate the Consultant and the Consultant’s employees and subcontractors and each of their performance.

28.2. Announced and unannounced observance of Consultant, Consultant’s employee(s), and/or subcontractor(s).

29. Conflict of Interest.

29.1. Consultant shall not make, participate in making, or in any way attempt to use his or her position, to influence a contract on behalf of the District when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.

29.2. Consultant shall comply with the District’s Board Policy 3850, as may be amended during the Term of this Contract. BP 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 proposal process 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)

29.3. Consultant and its agents, subcontractors and consultants (“Consultant Entities”) may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If applicable, Consultant and Consultant Entities must submit a Statement of Economic Interests ( “Form 700”) as required by Cal. Govt. Code§§ 81000-91015; and SFUSD Board Rules and Procedures 9270, “Conflict of Interest Code”

29.3.1. Consultant and Consultant Entities shall determine whether its participation in a contract may constitute a conflict of interest. Consultant shall notify the District immediately if it determines or obtains information that a potential conflict of interest exists.

29.4. Additional Disclosure Requirement. Consultant shall provide District the name of any employee of Consultant that is also a current or former member of the District’s Governing Board or a District employee. Consultant shall submit the attached “Consultant's Disclosure Form Regarding SFUSD Officials” attached hereto as Exhibit “C”. Consultant shall update this form, as necessary, during the Term of this Contract.

29.5. Compliance with Gift Limits. Consultant shall abide by applicable legal restrictions relating to offering gifts, meals or entertainment or other business courtesies to District officials. Consultant and Consultant Entities shall not:

29.5.1. Offer, give, or promise to offer or give, directly or in directly, any money, gift or gratuity to any District contracting or procurement official at any time.

29.5.2. 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.fooc.ca.gov)

29.6. Employment Negotiations. Prior to engaging in employment negotiations with a District employee (e.g. a job interview or discussion of a job offer), Consultant shall notify that District employee's supervisor of Consultant'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 Consultant.
29.7. **Consultant Certification.** In signing this Agreement, Consultant certifies that it will comply with conflict of interest laws and regulations, and SFUSD Board Policies. Consultant 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.

30. **Submitting False Claims; Monetary Penalties.** Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a consultant, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty.

31. **Limitation of District Liability.** Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in 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 or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

32. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

33. **Confidentiality.** In connection with this Agreement, the Consultant 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, its employees or students. Consultant also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Consultant to civil liability. Consequently, Consultant agrees that all information disclosed by the District to the Consultant shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary data. Consultant shall comply at all times, as applicable, with the requirements of the Family Educational Records Privacy Act (“FERPA”) and relevant state law regarding the confidentiality and handling of confidential student information, including but not limited to California Education Code sections 49073 and sequential. Consultant shall only access personally identifiable student information pursuant to parent consent, legitimate educational interest pursuant to the performance of this Contract, and/or other applicable provisions federal and state law allowing access to personally identifiable student information. Consultant shall not re-disclose personally identifiable student information unless pursuant to federal and state law. Contactor shall not use such student information or data for any purpose other than the District's purposes as specified in this Agreement. The Consultant and all Consultant’s agents, personnel, employee(s), and/or sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Failure to comply with this Section may constitute a material breach if so deemed by the District.

34. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if written in and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT**
**Proposition A 2016 Bond Program**
135 Van Ness Avenue – Room 208
Tel: (415)241-6152; Fax: (415)241-6148
ATTN: Alberto Vasquez

**CONSULTANT**

________________________

________________________

Tel/Fax: ________________;
ATTN: ________________

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.
service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

35. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

36. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District’s administration offices are located.

37. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

38. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

39. Section Headings. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

40. Incorporation of Recitals and Exhibits. The Recitals, each exhibit and certificate attached hereto are hereby incorporated herein by reference.
IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.
Board of Education Resolution #:__________________________

CONSULTANT

________________________________________
Signature

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Reeta Madhavan, Chief Financial Officer

____________________________________
David Goldin, Chief Facilities Officer

APPROVED AS TO FORM:

________________________________________
SFUSD Contract Administration

Information regarding Consultant:

Consultant: ________________________________
License No.: ________________________________
Address: ___________________________________
____________________________________________
Telephone: ________________________________
Facsimile: ________________________________
E-Mail: ____________________________________

Type of Business Entity:

___ Individual
___ Sole Proprietorship
___ Partnership
___ Limited Partnership
___ Corporation, State: ______________________
___ Limited Liability Company
___ Other: ________________________________

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.
EXHIBIT “A”
Scope of Services

Consultant shall perform the following Services:

CONTRACT FOR SERVICES AND/OR PRODUCTS
FOR E-RATE YEAR 22

The San Francisco Unified School District (“District”) and __________ (“Service Provider”) agree to be bound by the terms and conditions for the purchase of eligible equipment and services as set forth in the attached INDEPENDENT CONTRACTOR AGREEMENT # _____ to provide technology equipment and/or services for E-RATE YEAR 22. Service Provider was selected based on Service Provider's response to the District's RFP under a qualifying FCC Form 470. The District intends to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all the following conditions:

(i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;

(iv) District formal acceptance of the USAC approved funding;

(v) District formal issuance of a Notice to Proceed with the work to Service Provider for the eligible equipment and services covered by the USAC approved funding.

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on or after July 1, 2019 and terminate on or before June 30, 2020. Total costs of the goods and services shall not exceed $ $______________ (SLD Pre-Discounted Amount).

Service Provider: ________________

Applicant Name: San Francisco Unified School District

Signature: ________________________________

Printed Name: ____________________________

Title: ________________________________

Date: ________________________________

Signature: ________________________________

Print Name: ____________________________

Title: ________________________________

Date: ________________________________

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## EXHIBIT “B”
### Hourly Personnel Rates
### Schedule of Fees and Charges

1. **Compensation**

   1.1. The Consultant’s fee set forth in this Agreement shall be full compensation for all of Consultant’s Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit “A.”**

   1.2. The Fee shall not exceed the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District. The Fee shall be paid as indicated below.

2. **Method of Payment**

   2.1. Consultant shall submit monthly invoices on a form and in the format approved by the District.

   2.2. Consultant shall submit these invoices in duplicate to the District via the District’s authorized representative.

   2.3. Consultant shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultants. No markup shall be allowed for Consultant costs in the performance of the Services.

   2.4. Upon receipt and approval of Consultant’s invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

3. **Hourly Rates**

   3.1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Consultant shall bill in quarter-hour increments for all Extra Services. See **Exhibit B – PACIFIC ENGINEERING & CONSTRUCTION, INC. Fee Schedule.**

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Hourly Rate</th>
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   3.2. On July 1 following the first full year of the Agreement, and on each July 1 for the term of the Agreement, the hourly wage rates for each listed Job Title will be adjusted by the percentage change in the Employment Cost Index for private industry workers, wages and salaries (not seasonally adjusted), from March of the prior year to March of the current year. Example: the increase to go into effect on July 1, 2017 will be the increase in the ECI series between March 2015 and March 2016, while the increase to go into effect on July 1, 2018 will be the increase in the ECI between March of 2016 and March of 2017.

   3.3. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed the Employment Cost Index in effect at the time the Extra Services are performed.
EXHIBIT “C”

CERTIFICATION REGARDING SFUSD OFFICIALS

TO BE COMPLETED BY CONSULTANT:

<table>
<thead>
<tr>
<th>Name of Consultant:</th>
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<tbody>
<tr>
<td>Services to be performed under the Contract:</td>
<td>E-Rate LAN</td>
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<tr>
<td>Schools/Locations where services will be performed:</td>
<td>Various sites under SFUSD’s Proposition A 2016 Bond Program</td>
</tr>
<tr>
<td>Total Amount to be paid by the District Under this Contract not to exceed:</td>
<td>$</td>
</tr>
<tr>
<td>Term of Agreement:</td>
<td>The term for these Services commences ___________, and shall be extended upon mutual approval of both Parties in writing on an annual basis to the extent permissible under applicable law for a total period ending ____________</td>
</tr>
</tbody>
</table>

Are any of the Consultant’s employees (or owners) ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last two years? (Check “Yes” or “No” as applicable.)

- [ ] NO, None of the Consultant’s employees (or owners) are current SFUSD employees/Board members or former SFUSD employees/Board members with the last two years.
- [ ] YES, Consultant’s employees (or owners) listed below are current SFUSD employees/Board members or former SFUSD employees/Board members with the last two years. (If checked Consultant must complete table below. The list may be continued on an additional page as needed)

<table>
<thead>
<tr>
<th>NAME</th>
<th>JOB TITLE(S) at SFUSD</th>
<th>DATE(S) Individual is/was SFUSD employment/Board</th>
<th>Form of PAYMENT Individual received from SFUSD</th>
</tr>
</thead>
<tbody>
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Certification by Consultant:

On behalf of Consultant, I hereby certify that, to Consultant’s knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Contract, if Consultant learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current SFUSD employees or Board members or former SFUSD employees or Board members within the last two years, Consultant shall promptly notify the District and update this form.

____________________________________
Consultant’s Signature

____________________________________
Date

Print Name of Signatory
WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

   a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

   b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: 

Proper Name of Consultant: 

Signature: 

Print Name: 

Title: 

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION

I am aware of and hereby certify that neither PACIFIC ENGINEERING & CONSTRUCTION, INC., INC. nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the __________ day of ______________________ 20__ for the purposes of submission of this Agreement.

By: ________________________________
    Signature

____________________________________
    Typed or Printed Name

____________________________________
    Title
CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors’ employees is

  Name:  
  Title:  

- The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California’s "Megan’s Law" Website (http://www.meganslaw.ca.gov/).

Consultant’s responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date:  
Proper Name of Consultant:  
Signature:  
Print Name:  
Title:  

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION

(Public Contract Code section 3006)

(THE SECTION NOT APPLICABLE)

PROJECT/CONTRACT NO.: __________________________________________ between San Francisco Unified School District (“District” or “Owner”) and ____________________________ (“Consultant”) (“Contract” or “Project”).

I __________________________________________, __________________________________________

Name of Consultant

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, “person” means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I __________________________________________

Name of Consultant

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I __________________________________________

Name of Consultant

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm (“Firm”): __________________________________________

Mailing address: __________________________________________

Addresses of branch office used for this Project: __________________________________________

If subsidiary, name and address of parent company: __________________________________________

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: __________________________________________

Proper Name of Consultant: __________________________________________

Signature: __________________________________________

Print Name: __________________________________________

Title: __________________________________________