REQUEST FOR PROPOSAL (RFP)
Student Transportation Routing and Planning Software
RFP No. STR-2019

PRE-PROPOSAL CONFERENCE (OPTIONAL)
San Francisco Unified School District
2nd Floor Conference Room #210
135 Van Ness Avenue
San Francisco, CA 94102

DATE AND TIME
April 11, 2019 - 2:00 P.M. PST

MAIL OR DELIVER PROPOSALS TO:
San Francisco Unified School District
Purchasing Department
RFP No. STR-2019
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

PROPOSAL DUE DATE AND TIME
April 24, 2019 - 2:00 P.M. PST

- Please go to the following link to view and download the bid package.
- Please look for “Student Transportation Routing and Planning Software” section under “Current RFPs, RFQs, RFOs & RFIs”. All related documents for this RFP will be posted here.
- Competitive proposals for the specified material and/or service must be received by the San Francisco Unified School District, Purchasing Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, bidders are required to respond according to the instructions indicated in the RFP. Bidders will respond utilizing the format, forms and other criteria indicated in the RFP.
- Bidder responses that do not comply with the format, forms and other instructions indicated, may be rejected.
- The District reserves the right to refuse any and all bids, and to waive any irregularities or informalities in any bid or in the bidding.
- Proposals transmitted by facsimile, email or other electronic communication will not be considered. Bidders are recommended to use a freight carrier that has tracking capabilities. Proposals received after the due date and time will be rejected.
- To preserve the integrity of this RFP, the Bidder is requested not to contact any individual, within the District, other than the purchaser of this solicitation.
- This RFP is not a formal request for Proposals, or an offer by the District to contract with vendor(s) responding to this RFP.
- The District reserves the right to amend this RFP as necessary.
- All materials submitted to the District in response to this RFP shall remain the property of the District.
- The District shall not be responsible for the costs of preparing any proposal in response to the RFP.
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Cover Sheet</td>
<td>1</td>
</tr>
<tr>
<td>Table of Contents</td>
<td>2</td>
</tr>
<tr>
<td>Timeline</td>
<td>2</td>
</tr>
<tr>
<td>Introduction</td>
<td>3-4</td>
</tr>
<tr>
<td>Scope of Work</td>
<td>4-6</td>
</tr>
<tr>
<td>Proposal Format</td>
<td>6</td>
</tr>
<tr>
<td>Evaluation and Selection Criteria</td>
<td>6-7</td>
</tr>
<tr>
<td>Form of Agreement</td>
<td>7</td>
</tr>
<tr>
<td>Fingerprint Clearance</td>
<td>7</td>
</tr>
<tr>
<td>Disclosure Requirement</td>
<td>7</td>
</tr>
<tr>
<td>Submittal Requirements</td>
<td>8</td>
</tr>
<tr>
<td>Post Award Documents Required</td>
<td>8</td>
</tr>
<tr>
<td>Inquiries and Contacts</td>
<td>8</td>
</tr>
<tr>
<td>Attachment A - Purchasing Agreement</td>
<td>9-12</td>
</tr>
<tr>
<td>Attachment B - Criminal Background Check/Tuberculosis Clearance Written Certification Form</td>
<td>13</td>
</tr>
<tr>
<td>Attachment C - Contractor’s Disclosure Form Regarding SFUSD Officials</td>
<td>14</td>
</tr>
</tbody>
</table>

TIMELINE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue Date</td>
<td>March 20, 2019</td>
</tr>
<tr>
<td>RFP Document Posting (SFUSD Website)</td>
<td>March 20, 2019</td>
</tr>
<tr>
<td>RFP Advertisement No. 1 Run Date</td>
<td>March 20, 2019</td>
</tr>
<tr>
<td>RFP Advertisement No. 2 Run Date</td>
<td>March 27, 2019</td>
</tr>
<tr>
<td>Question Submission Deadline (5:00 P.M.)</td>
<td>April 3, 2019</td>
</tr>
<tr>
<td>Pre-Proposal Conference (2:00 P.M.) (optional)</td>
<td>April 11, 2019</td>
</tr>
<tr>
<td>Question &amp; Answer Posting (SFUSD Website)</td>
<td>April 17, 2019</td>
</tr>
<tr>
<td>RFP Due Date and Time (2:00 P.M.)</td>
<td>April 24, 2019</td>
</tr>
<tr>
<td>Intent to Award Notice Posting (SFUSD Website)</td>
<td>May 1, 2019</td>
</tr>
<tr>
<td>Board of Education Agenda Meeting Date</td>
<td>May 28, 2019</td>
</tr>
<tr>
<td>Contract Start Date (Anticipated)</td>
<td>June 5, 2019</td>
</tr>
</tbody>
</table>

*Note: Attendance at the Pre-Proposal Conference is optional*
INTRODUCTION

The San Francisco Unified School District (the District) invites qualified vendors to submit proposals for transportation routing and planning software license/s, software implementation, training and maintenance. The software will be used and managed by the Transportation Department and must integrate with the District’s Student Information System: Edupoint Synergy SIS.

Overview of the San Francisco Unified School District

The San Francisco Unified School District (SFUSD) is the seventh largest school district in California, educating over 57,000 students every year. San Francisco is both a city and a county; therefore, SFUSD administers both the school district and the San Francisco County Office of Education (COE). This makes SFUSD a “single district county.” SFUSD is governed by an elected seven-member Board of Education.

Mission statement: Every day we provide each and every student the quality instruction and equitable support required to thrive in the 21st century.

Vision of student success: 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.

Our schools: As of the 2018-19 school year, SFUSD has:
- 64 elementary schools (TK-5)
- 8 alternatively configured schools (TK-8)
- 13 middle schools (6-8)
- 15 high schools (9-12)
- 12 early education schools
- 14 active charter schools authorized by the district

Overview SFUSD’s Transportation Department

The Transportation Department’s mission is to provide safe and timely student transportation services and to share real-time, accurate information with students, families, and schools.

A team of 10 SFUSD staff design routes and schedules, share information with schools and families, and manage a contract with an outside company, First Student, Inc., who provides transportation services for approximately 2,000 general education students and 1,500 students with Individualized Education Plans. There are roughly 228 routes/buses with an estimated 950 runs/pulls that are completed in a day.

SFUSD’s Transportation Schedulers design bus routes for approximately 1,500 students with IEPs who receive door-to-door transportation services. Of these 1,500 students, approximately 65 require wheelchair accessible transit, approximately 65 are transported to Non-Public Schools, and approximately 20 are transported to and from health clinics for therapy services. This population is dynamic, and the Transportation Department is seeking software that supports continual changes to routes and schedules (e.g. students receiving door-to-door services may move, change schools, ask to be picked up or dropped off from an alternate location such as a childcare provider, etc.).

Additionally, approximately 2,000 general education students utilize our curb to curb bus routes each day. These routes are fairly static over time, though Transportation Schedulers monitor ridership and make periodic changes to routes and schedules. The Transportation Department is seeking software that will help plan an expansion of general education routes and services.

The Transportation Department schedules buses for more than 2,000 field trips per year. Trips range in size from approximately 15 passengers (students + teachers + chaperones) to more than 300 locations. The Transportation Department is seeking software that will help manage and monitor bus utilization and availability for mid-day field trips.

The District has a complex bell schedule. We do not have standardized bell times or aligned early release. The
regular bell schedule has 19 start times and 27 end times. In addition, about 52 schools adjust their bell schedules on different days of the week; some schools have late starts and others have early release. The Transportation Department is seeking software that will help model different bell schedule options and support an initiative to standardize bell schedules and align early release.

SCOPE OF WORK

High-Level Summary
The selected vendor will provide the following services.

1. Transportation routing and planning software license/s
2. Software implementation support
3. Software maintenance and support

Detailed Scope of Work

1. Transportation Routing and Planning Software

   Business Requirements
   The District is looking for routing and planning software that at a minimum has the ability to:
   - Easily design and modify transportation routes and schedules based on a variety of dynamic variables e.g., maximum ride times, different bell schedules, stop locations, unique needs of specific students, etc.
   - Create ‘what-if’ scenarios that make it possible for the District to quickly and easily compare and contrast how changes to different variables (e.g., bell schedules, stop locations, etc.) might impact the size of the fleet, cost per rider, cost per mile operated, ride times, etc.
   - Track bus utilization, determine bus availability for mid-day field trips, and reserve buses for field trips
   - Use geographic information system mapping technology to generate visually appealing, interactive maps that illustrate routes and schedules
   - Quickly complete large fleet route optimizations
   - Integrate with the District’s Student Information System: Edupoint Synergy SIS
   - Integrate with First Student, Inc. and the GPS tracking equipment on buses and provide real time updates on the specific location of all buses
   - Share real-time bus locations and scheduled vs anticipated arrival times with families and schools
   - Efficiently import, export, and manage all the data required to design and monitor routes and schedules
   - Provide access to archived routes and schedules for reuse/analysis/reporting
   - Generate standard and ad-hoc query reports to help manage services, monitor costs, and track key performance indicators e.g., routes that exceed trip time thresholds, turn-by-turn driving directions for routes and stops, deadhead times and distances, daily drivers, driver credentials, on-time performance, cost per mile operated, cost per rider, cost per bus, cost per school, accidents, age of fleet, fleet maintenance, type of vehicles, hourly/daily buses as a percent of total buses, daily runs per bus, daily seat utilization, daily ride times, compare planned vs actual times/drivers, etc.

   Additionally, the District is interested in other non-required but value-added solutions that might be features of the vendor’s software.

Routing Requirements
The District is looking for software that uses an intuitive routing methodology to construct routes.

The software should:
- Automatically populate speed limits, turn areas, hazard areas, or other map attributes to generate driving directions and stop times
• Support the development of specialty routes and schedules, e.g., to Non Public Schools outside the City and County of San Francisco, for students with special needs, for multiple school drop offs, etc.
• Allow for multiple routing options, including current year routing and upcoming year routing
• Visually indicate which students are assigned to each stop
• Calculate walk-to-stop distance and distance between stops
• Allow the District's schedulers to:
  o Manually adjust different variables e.g., speeds, stop times, load times, etc.
  o Adjust the order of stops on a route
  o Create a new trip in a selected geographic area
  o Manually edit driving directions
  o Add or modify street addresses/house numbers as needed
  o See all students on a route at the same time, not one at a time
  o See which students are assigned/not assigned to a route

Technical Requirements
The District is looking for routing and planning software that:
• Must integrate seamlessly with the District’s Google infrastructure and/or Active Directory to provide access to the software’s interface to authorized District users only through one of the following methods: OAuth2, ADFS, SAML, (or LDAP if software is hosted on-premises)
• Must integrate seamlessly with the District’s Student Information System Edupoint Synergy SIS
• Uses a Geographic Information System including map update functions, capable of importing and updating with external maps generated by other software for example: MapInfo and ESRI (ArcInfo)
• Has a fully integrated mapping and database technology that does not require synchronization, re-indexing, or other routing procedures
• Has the capacity to export reports to Microsoft Word, Excel, HTML, PDF, and text
• Can be viewed by tablets/mobile devices, such as an iPad or iPhone
• Any web-based functionality must work on current versions of standards-based web browsers, such as Google Chrome or Firefox
• Can host eight (8) add/editable users at the same time and two (2) temporary users on a daily basis

2. Software Implementation Support
The district is looking for a vendor who will:
• Work with the District’s Department of Technology to integrate their software with the District’s Student Information System (Edupoint Synergy SIS) and with the District’s transportation service provider, First Student, Inc.
• Define all the data the district must provide to support the Business, Routing, and Technical Requirements described in this RFP
• Using the District’s data, prepare all the databases and maps required to support all Business, Routing, and Technical Requirements described in this RFP
• Help staff in the Transportation Department define the specific reports needed, and then build the standard and ad-hoc query reports the District will use to monitor services, performance, costs, and explore ‘what-if’ scenarios
• Once the software is installed and fully functional with SFUSD’s existing routes and schedules, provide up to 10 staff in the Transportation Department with user guides and on-site, hands-on training that will build the skills and knowledge needed to use the vendor’s software to support the Business Requirements in this RFP (e.g., import, export, and manage data; design routes and schedules; optimize routes; create ‘what-if’ scenarios; generate standard and ad-hoc query reports, etc.). All training materials and user manuals must be supplied in hard copy. The District is seeking training plans that support multimodal instruction.
3. **Software Maintenance and Support**

The District is looking for a vendor who will provide excellent ongoing software maintenance and support at a reasonable price. The vendor will provide a strategy for managing software upgrades, new feature deployments, and system fixes in a cloud based or on-premise system. The District is looking for a vendor who will provide excellent ongoing software maintenance and support at a reasonable price.

**PROPOSAL FORMAT**

Proposals must include the following information:

- **Signed Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the vendor, address, telephone number, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the vendor. The Letter of Intent should outline the vendor’s approach and philosophy, along with a brief summary of the vendor’s history, types of business conducted, and qualifications.

- **Statement of Services.** The proposal should include a detailed Statement of Services that demonstrates the vendor’s understanding of the services and work required to deliver the Scope of Work outlined in this RFP. The Statement of Services should include:
  - A description of all the features of the proposed software, and verification that it has the capacity to at a minimum meet the Business Requirements, Routing Requirements, and Technical Requirements described in this RFP
  - Screen shots (or links to an online demo) that illustrate the software’s graphical user interface (e.g., graphical icons, visual indicators, menus, etc.)
  - A project plan and timeline (assuming a start date of June 5, 2019) for implementing the software in accordance with the Scope of Work in this RFP
  - A detailed training plan, with sample training guides
  - The terms and conditions of the vendor’s software maintenance and support agreement
  - Detailed pricing for each aspect of the work, with an indication as to whether they are one-time or ongoing costs

- **Proposed Personnel/Project Team.** Describe how the vendor will work with District staff to perform the services. Include resumes of the team members that will support all aspects of the software implementation. Define the role of each person and outline her/his individual experience and responsibilities. Indicate personnel who will serve as the primary contact(s) for the District. Indicate vendor’s and personnel’s availability to deliver the services.

- **Prior Relevant Experience.** Provide a list of K-12 districts or equivalent public institutions for which the vendor has provided the same or similar services in the past five (5) years. Include the names of the districts or public institutions, a description of the services provided, and the name of the contact person and telephone number at the district or institution. Also, indicate the vendor’s personnel that performed services for each listed institution. Include letters or reference or testimonials.

**EVALUATION AND SELECTION PROCESS**

Contract awards will be made to the responsible vendor with the ‘highest scored’, responsive proposals, giving appropriate consideration to the evaluation factors stated below. The District reserves the right to make an award to a vendor other than the lowest-cost proposer.

The District intends to select one of the vendors, if any – but reserves the right to select more than one vendor – that best meet(s) the District’s needs to perform the services as describe in this RFP. From the vendors that provide proposals to the District, the District may, at its discretion, interview some or all of those vendors.

In order to be found sufficiently qualified and responsible in response to this RFP, a vendor must demonstrate to the District that the proposed software meets or exceeds the Business Requirements, Routing Requirements, and Technical Requirements described in this RFP.
Proposals will be evaluated, scored, and ranked based on the following criteria:

<table>
<thead>
<tr>
<th>Points</th>
<th>What We’re Looking For</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td><strong>RFP Responsiveness:</strong> Clarity and level of detail provide in the proposal. The project plan indicates the vendor understands the purpose and Scope of Work and demonstrates they have the ability to provide the required services. The timeline provides the level of detail required to confirm that it’s feasible. The plan to train staff is comprehensive and multimodal, and the sample training guides are well written, informative, and easy to navigate. The costs are easy to understand, clearly articulated, and connected with specific deliverables.</td>
</tr>
<tr>
<td>20</td>
<td><strong>Software:</strong> The vendor provided evidence that their software can meet the Business Requirements, Routing Requirements, and Technical Requirements outlined in this RFP. The software's graphical icons, visual indicators, and menus are visually appealing easy to navigate. The terms of the software maintenance and support agreement are aligned with the District’s expectations.</td>
</tr>
<tr>
<td>20</td>
<td><strong>Qualifications:</strong> The vendor has recent and substantial experience providing similar services to K-12 districts (preferred) or public institutions. There is high quality feedback from verifiable references. The proposed team has the knowledge, skills, and experience to successfully deliver the services within the proposed timeline.</td>
</tr>
<tr>
<td>40</td>
<td><strong>Costs:</strong> The amount the vendor is charging for one-time and ongoing costs.</td>
</tr>
</tbody>
</table>

**FORM OF AGREEMENT**

Attachment A is a copy of the Agreement the selected vendor will sign. The selected vendor’s proposal will serve as the Scope of Services that will be attached to the Agreement.

**Objections to Proposed Agreement:** Vendors must include with their proposals any objections to the form or terms of the Agreement. However, objections are disfavored and shall only be considered after a determination of the apparent highest ranked responsive, responsible bidder is made. The Transportation Department, in consultation with the District’s legal counsel, shall determine if any proposed modifications to the form of Agreement are acceptable to the District and that they do not present material risk to the District or increase the District’s costs. If the final negotiated terms are not acceptable to the selected highest ranked proposer, that bidder shall be declared not to be responsive, and the next apparent highest ranked firm’s proposal and objections to form of Agreement, if any, shall be considered, and so forth in order, until a responsive, responsible bidder agreeable to execution of a form of Agreement acceptable to the District and to the bidder is ascertained.

**FINGERPRINT CLEARANCE**

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

**DISCLOSURE REQUIREMENT**

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

One (1) original, three (3) hard copies, and two (2) electronic copies via USB drives, properly marked, of the completed proposals must be submitted. All proposals must be marked accordingly and signed in blue ink by a person authorized to act on behalf of the firm and mailed, or delivered, to:

San Francisco Unified School District
Purchasing Department
RFP No. STR-2019
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

Proposals must be received by 2:00 p.m., April 24, 2019, the “RFP Due Date and Time”. Proposals received after the Due Date and Time indicated herein will be rejected.

The proposal response package must be submitted in its entirety to include the following items:

1. Proposal
   1.1. Signed Letter of Interest
   1.2. Statement of Services
   1.3. Proposed Personnel/Project Team
   1.4. Prior Relevant Experience

POST AWARD DOCUMENTS REQUIRED

1. Insurance certificates and endorsements
2. Criminal Background Check/Tuberculosis Clearance Written Certification Form (Attachment B)
3. Contractor’s Disclosure Form Regarding SFUSD Officials (Attachment C)

INQUIRIES AND CONTACTS

All inquiries/questions and communications in reference to this RFP are to be emailed to Norman Liang at liangn@sfusd.edu. All questions must be submitted via email on or before the Due Date and Time specified in the RFP, Question Submission Deadline. Please reference the RFP number in the email subject line. No questions/inquiries will be entertained after this date.

Norman Liang, Purchaser
Purchasing Department
RFP No. STR-2019
135 Van Ness Avenue, Room 123
San Francisco CA 94102
Tel. No. (415) 241-6468 ext. 1606
Fax No. (415) 241-6487
Email: liangn@sfusd.edu

---END---
Attachment A

(SAMPLE FORM)

PURCHASING AGREEMENT
BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT
AND

This Agreement is dated for convenience __________ and is entered into between __________________, (hereinafter “Contractor”) and the San Francisco Unified School District (hereinafter “District”).

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

1. SERVICES CONTRACTOR AGREES TO PERFORM

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

2. INFRINGEMENTS – INDEMNIFICATION

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

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

3. COMPENSATION

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

4. TERM OF AGREEMENT

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

5. INSURANCE

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

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

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

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

d. If any policies are written on claims made from, the contractor agrees to maintain such insurance continuously in force for three years following the completion of this contract.
e. Certificate of Insurance, satisfactory to the District, evidencing all coverage's above shall furnished to the District before commencing any operations under this contract, with complete copies of policies upon District request.

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

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

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

- Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom a claim is made or a suit is brought against.

- The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing regarding cancellation, non-renewal or reduction of coverage of any of the above insurance.

6. TERMINATION

In the event the Contractor fails to perform any of its obligations under this Agreement, the District through the Purchaser may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective after ten (10) days written notice to the Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, the Contractor shall be paid for its services under this agreement, up to the date of termination that has been performed to the satisfaction of the District.

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

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

7. CONTRACTOR’S DEFAULT

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

8. ENTIRE CONTRACT

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

9. ASSIGNMENT

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

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

10. INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES

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

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

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

13. CONFLICT OF INTEREST
Contractor understands the following and certifies that it does not know of any facts which constitutes a violation:
Contractor hereby certifies that no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or who has been employed by the San Francisco Unified School District within the past two years, has participated in bidding, selling or promoting this contract. Furthermore, Contractor certifies that no such current or former Board member or employee has an ownership interest in this contract, nor shall any such current or former Board member or employee derive any compensation, directly or indirectly, from this contract. Contractor understands that any violation of this provision of the contract shall make the agreement violable by the District.

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

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

The District may order changes in the work herein required and may order extra materials and extra work in connection with the performance of the contract and the Contractor must comply with such orders, except that:
If changes in services are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract may be increased or decreased by such amount as the Contractor and the Purchaser may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work, and
No order for any alteration, modification, or extra which will increase or decrease the cost of the services shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Purchaser and certified by the Director, Fiscal Services pursuant to Section 37 and 38. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract.
Any modifications thus ordered by the District and agreed to by the Contractor must be approved by the Board of Education, and the resultant contract modification must be executed by the District and the Contractor.

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

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

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

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

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

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

For CONTRACTOR:               For SAN FRANCISCO UNIFIED SCHOOL DISTRICT:

APPROVED:                     APPROVED:

BY: ___________________________  BY: ___________________________
Authorized Signature         Chief Financial Officer
Date

Print Name of Authorized Signatory

Print Title of Authorized Signatory

APPROVED AS TO FORM:

BY: ___________________________  Date
Senior Deputy General Counsel

REVIEWED:

BY: ___________________________  Date
Contracts Office
**Attachment B**

San Francisco Unified School District

Criminal Background Check/Tuberculosis Clearance Written Certification Form

**To be completed by Contractor:**

<table>
<thead>
<tr>
<th>Name of Independent Contractor *:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Services to be performed under the Agreement*:</td>
<td></td>
</tr>
<tr>
<td>Schools/Locations where services are being performed*:</td>
<td></td>
</tr>
<tr>
<td>Total amount to be paid by the District Under this Agreement not to exceed*:</td>
<td></td>
</tr>
<tr>
<td>Term of Agreement*:</td>
<td>FY 20 -20</td>
</tr>
</tbody>
</table>

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

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

### CRIMINAL BACKGROUND CHECK

1. **☐** Contractor/Contractor’s employees, agents or volunteers will **ONLY HAVE LIMITED OR NO CONTACT** with District students in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with District students in the performance of this Agreement.

2. **☐** Contractor/Contractor’s employees, agents or volunteers, listed here/attached, will have **MORE THAN LIMITED CONTACT** with District students in the performance of this Agreement. **INSERT NAMES OF INDIVIDUALS AND DATES OF CLEARANCE**

   (Attach and sign additional pages, as needed.)

   By checking this box, Contractor certifies that the employees, agents, volunteers noted above/attached have been fingerprinted under procedures established by the California Department of Justice and the FBI, and the results of those fingerprints reveal that none of these individuals has been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, and Contractor certifies that it has requested subsequent arrest notification for these individuals.

### TUBERCULOSIS CLEARANCE

3. **☐** Contractor/Contractor’s employees, agents or volunteers will **ONLY HAVE LIMITED OR NO CONTACT** with District students (as defined by District).

4. **☐** Contractor/Contractor’s employees, agents or volunteers, listed here/attached, will have **MORE THAN LIMITED OR PROLONGED CONTACT** with District students (as defined by District) in the performance of this Agreement, and have a written TB clearance certification on file with Contractor. **INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE**

   (Attach and sign additional pages, as needed.)

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

<table>
<thead>
<tr>
<th>Contractor Signature</th>
<th>Date</th>
<th>Administrator Signature</th>
<th>Date</th>
<th>SLT Member Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print name of Signatory</td>
<td></td>
<td>Print name of Administrator</td>
<td></td>
<td>Print name of Superintendent’s Leadership Team Member</td>
<td></td>
</tr>
</tbody>
</table>
To be completed by Contractor:

<table>
<thead>
<tr>
<th>Name of Contractor *</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Services to be performed under the Agreement*</td>
<td></td>
</tr>
<tr>
<td>Schools/Locations where services are being performed*</td>
<td></td>
</tr>
<tr>
<td>Total amount to be paid by the District Under this Agreement not to exceed*</td>
<td>$</td>
</tr>
<tr>
<td>Term of Agreement*</td>
<td>FY 20-20</td>
</tr>
</tbody>
</table>

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

1. Are any of Contractor’s employees (or owners) ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last one (1) year? (Check “Yes” or “No” as applicable.)
   - [ ] NO. None of Contractor’s employees (or owners) are ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last one (1) year.
   - [ ] YES. Contractor’s employees (or owners) listed in the table below are ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last one (1) year. (Complete the table below. The list may be continued on an additional page as needed.)

<table>
<thead>
<tr>
<th>NAME of current SFUSD employee/Board member, or former SFUSD employee/Board member within the last one (1) year, who is ALSO Contractor’s employee (or owner):</th>
<th>JOB TITLE(S) AT SFUSD of current SFUSD employee/Board member, or former SFUSD employee/Board member within the last one (1) year, who is ALSO Contractor’s employee (or owner):</th>
<th>DATE on which individual left SFUSD employment/Board. Or, if the individual is currently an SFUSD employee/Board member, write “current.”</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Are any of Contractor’s employees (or owners) ALSO retirees from California State Teachers Retirement Services (CAL STRS)? (Check “Yes” or “No” as applicable.)
   - [ ] NO. None of Contractor’s employees (or owners) are retirees from CAL STRS
   - [ ] YES. Contractor’s employees (or owners) listed in the table below are retirees from CAL STRS. By checking YES, I am also certifying that I have informed the employees/owners listed in the table immediately below that the CAL STRS Postretirement Earnings Limit for FY 2018-2019 is $45,022. (Per California Education Code Sections 22714, 24114, 24116, 24214, 24214.5 and 24215.) (List may be continued on added page as needed.)

<table>
<thead>
<tr>
<th>NAME Contractor’s employees (or owners) who are retirees from CAL STRS.</th>
<th>DATE on which such individual retired under CAL STRS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certification by Contractor:
On behalf of Contractor, I hereby certify that, to Contractor’s knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Agreement, if Contractor 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 or within the last one (1) year, Contractor will promptly update this form with the District.

Contractor’s Signature DATE

Print Name of Signatory

For SFUSD Office Use Only:

Received by: (SFUSD staff initials)

Date received: ____________________