



PURCHASING DEPARTMENT

135 Van Ness Avenue, Room 123
San Francisco, CA 94102

T 415.241.6468
F 415.241.6487

WWW.SFUSD.EDU

INVITATION FOR BID
TELECOM EQUIPMENT MAINTENANCE
IFB No. TEM-2018

SITE-WALK (Mandatory)

San Francisco Unified School District
Administration Building (Lobby)
555 Franklin Street
(Between Fulton & McAllister Streets)
San Francisco, CA 94102

DATE AND TIME

November 28 & 29, 2017 - 9:00 A.M.

MAIL OR DELIVER BIDS TO

San Francisco Unified School District
Purchasing Department
IFB No. TEM-2018
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

BID DUE DATE AND TIME

December 15, 2017 - 2:00 P.M.

- Please go to the following link to view and download the bid package.
<http://www.sfusd.edu/en/doing-business-with-sfusd/current-invitations-for-bids.html>
Please look for Telecom Equipment Maintenance section under "Current Invitations for Bids". All related documents for this bid will be posted here.
- Competitive bids for the specified material and/or service must be received by the San Francisco Unified School District, Purchasing Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, bidders are required to respond according to the instructions contained in the IFB. Bidders will respond utilizing the format, forms and other criteria indicated in the IFB.
- Bidder responses that do not comply with the format, forms and other criteria indicated, may be rejected. The District reserves the right to refuse all bids.
- Bids transmitted by facsimile, email or other electronic communication will not be considered. Bids received after the due date and time will be rejected.
- To preserve the integrity of this IFB, bidder is requested not to contact any individual, within the District, other than the purchaser of this solicitation indicated below, Section-1.3, Inquiries and Contacts, Page-12.

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

Timeline	Date
IFB Issue Date	11/17/2017
IFB SFUSD Website Posting	11/17/2017
IFB Mailing Date	11/17/2017
Advertisement #1 Run Date.....	11/17/2017
Advertisement #2 Run Date.....	11/24/2017
Site-Walk #1 / Mandatory (See Section 1.4 and 1.5 in Special Conditions)	11/28/2017
Site-Walk #2 / Mandatory (See Section 1.4 and 1.5 in Special Conditions)	11/29/2017
Question Submission Deadline	12/05/2017
Question & Answer Posting (SFUSD Website)	12/08/2017
IFB Due and Opening Date (2:00 PM)	12/15/2017
Intent to Award (Mail & SFUSD Website Posting).....	TBA
Board of Education Meeting Date	TBA

PURCHASE AGREEMENT PROPOSAL (Indefinite Quantity)

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

**SITE-WALK COMMENCES AT 9:00 A.M.,
NOVEMBER 28 and 29, 2017**

**AT: SAN FRANCISCO UNIFIED SCHOOL DISTRICT
ADMINISTRATION BUILDING (LOBBY)
555 FRANKLIN STREET
(BETWEEN FULTON & MCALLISTER STREETS)
SAN FRANCISCO, CA 94102**

BIDS WILL BE OPENED AT 2:00 P.M., DECEMBER 15, 2017

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

IFB NO. TEM-2018

DATE: NOVEMBER 17, 2017

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

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

Upon receipt of Purchase Agreement Acceptance, the undersigned hereby promises and agrees to furnish, subject to provisions of Section-23 and 27 on Page-5, 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? _____

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

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

DEFINITIONS

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

PURCHASE AGREEMENT PROPOSAL

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

BONDS

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

ALTERNATES

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

SAMPLES

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

DELIVERIES

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

PURCHASE AGREEMENT – INTERPRETATION – ASSIGNMENT

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

INFRINGEMENTS – INDEMNIFICATION

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

INSPECTIONS

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

FAILURE TO DELIVER

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

PRICE LISTS – DISCOUNTS FROM

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

ITEM, AGGREGATE BIDS

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

OPENING OF BIDS

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

FIRM PRICES

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

AWARDS

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

CASH DISCOUNTS

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

TAXES

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

TERM BID – QUANTITIES

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

PAYMENT

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

TERM OF AGREEMENT

37. The term of the Contract shall be from January 01, 2018 to December 31, 2018, for one full year. This Contract may be extended for a period or periods of up to four (4) additional years by mutual agreement.

TERMINATION

38. In the event the Contractor fails to perform any of its obligations under this Agreement, the District through the Purchaser may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective after ten (10) days written notice to the Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, the Contractor shall be paid for its services under this agreement, up to the date of termination that has been performed to the satisfaction of the District.
39. The District may terminate this agreement in whole or in part for its convenience by giving 30 days written notice of its intent.

ENTIRE CONTRACT

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

ASSIGNMENT

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

INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES

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

INCIDENTAL AND CONSEQUENTIAL DAMAGES

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

BUDGET AND FISCAL PROVISIONS

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

CONFLICT OF INTEREST

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

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

PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT

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

MODIFICATION OF AGREEMENT

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

ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

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

AGREEMENT MADE IN CALIFORNIA: VENUE

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

LAWS AND REGULATIONS

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

SUBCONTRACTING

53. The Contractor is prohibited from subcontracting this Contract or any services provided pursuant to this Contract unless such subcontracting is agreed to in writing and executed in the same manner as this Contract.

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

NON-DISCRIMINATION

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

BANKRUPTCY

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

INSURANCE

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

CONTRACTOR'S DEFAULT

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

FILING OF PROTESTS

58. Protests relating to the content of this Invitation for Bid (IFB)/Request for Proposal (RFP) document must be filed within ten (10) calendar days after the date the IFB/RFP is first advertised. Protests relating to a recommendation for award solicited by this IFB/RFP must be filed by an "interested Party" within five (5) calendar days after the staff's written recommendation and notice of intent to award is issued to the proposing firms. The date of filing shall be the date of receipt of protests or appeals by the District.

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

SPECIAL CONDITIONS

1.0 BACKGROUND INFORMATION

1.1 Purpose of Bid

The San Francisco Unified School District (District) is seeking the services of qualified vendors who can procure, install and service the current inventory of voice communications systems to ensure ongoing communications in the District. The systems include, but are not limited to, Executone and Mitel/InterTel products and miscellaneous products and services.

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

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

1.2 Pre-Qualification

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

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

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

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

1.2.1 Vendor is able to procure, install and service the above-named products and services (and others to be designated) in San Francisco, meaning the vendor must hold a California Contractors License appropriate to the profession and any other license required to perform said work in the City and County of San Francisco.

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

1.2.3 Vendor has a minimum of three (3) company-employed field technicians in the San Francisco Bay Area. The vendor may subcontract subject to the conditions set forth in GENERAL TERMS, CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS, PAGE 8, Section 53, SUBCONTRACTING.

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

1.2.5 Traffic patterns in the Bay Area have changed significantly since the last telecommunications maintenance bid in 2010. The commute window for morning and evening travel has lengthened and the associated commute traffic a.m. and p.m. has increased. Even during non-

commute hours, travel times into San Francisco from outlying areas is unpredictable, and one traffic incident can tie up inbound and outbound traffic for hours. Commuting across town within San Francisco itself can sometimes take 45 minutes or more.

Therefore, because telephone services are considered by the District to be a matter of LIFE/SAFETY, and the District requires that the vendor be able to respond to tickets in a timely manner, at times, immediately, the vendor must have an established local office in or within fifteen (15) miles of the city limits of San Francisco to support the technical and sales aspects of this bid. Further, an inventory of critical parts must be warehoused in San Francisco, with depot maintenance and support housed in or within fifteen (15) miles of the city limits of San Francisco.

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

For the Executone requirement of this bid, vendors are required to employ technician(s) with a minimum of five (5) years' experience maintaining Executone IDS systems in an environment similar in size and scope to the District. The vendor will include with their bid a certificate of Executone training and/or detailed description of technical experience, including references (if available).

1.2.6.1 Should vendor opt to use subcontractors for the maintenance requirements of this bid, vendor should refer to Section 1.2.3 for requirements.

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

1.3 Inquiries and Contacts

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

Norman Liang
Purchasing Department
IFB No. TEM-2018
135 Van Ness Avenue, Room 123
San Francisco CA 94102

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

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

1.4 Site-Walk (Mandatory)

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

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

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

1.4.3 Please see the site-walk schedule below:

Meet At:

San Francisco Unified School District
Administration Building (Lobby)
555 Franklin Street
(Between Fulton & McAllister Streets)
SAN FRANCISCO, CA 94102

Contact: Ivan Amador, Telecommunications Technician, 415-828-7273

1.5 Site-Walk Locations**Day – 1**

11/28/2017, 9:00 AM

- | | | |
|----|----------------------|----------------------------|
| 1. | Thurgood Marshall HS | 45 Conkling St (Executone) |
| 2. | Willie Brown MS | 2055 Silver Ave (Mitel) |
| 3. | John Muir ES | 380 Webster St (Executone) |
| 4. | Everett MS | 450 Church St (Executone) |

Day – 2

11/29/2017, 9:00AM

- | | | |
|----|-----------------------|--------------------------|
| 1. | Rooftop Mayeda campus | 500 Corbett Ave (Iwatsu) |
| 2. | Cabrillo Admin site | 750 25th Ave (InterTel) |

2.0 OVERVIEW AND SCOPE OF WORK**2.1 Overview and Existing Environment**

The District is assessing its voice communications needs and within the next five years will likely change to an alternative voice communications technology. In the interim, the existing inventory of newer Mitel 5000 VoIP capable systems and InterTel Axxess systems at approximately fifty-five (55) sites and twenty plus year old Executone IDS systems at approximately eighty (80) sites must be maintained. There are also one-offs/uncategorized systems at two (2) sites that are presently maintained by the existing maintenance vendor and are included in the total port count. The Cisco VoIP systems at four (4) sites are maintained in-house.

As of October 2017, the total number of station/line/voicemail ports in the District is approximately 21,500 actual and approximately 15,500 active. See Attachment-A for details.

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

2.2 Scope of Work

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

3.0 MAINTENANCE AND VENDOR REQUIREMENTS

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

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

3.3 The District recognizes that components for the Executone systems may not be readily available. Therefore, in quoting the bid price, it is acceptable to quote for refurbished parts. Vendor should note in the "Comments" area of the Bid Form Worksheet, whether parts are refurbished or new.

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

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

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

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

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

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

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

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

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

an onsite meeting to review the completed work and pose follow up questions about what was installed or provided by the vendor.

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

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

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

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

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

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

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

3.12 In the event of a critical event (fire, earthquake, flood, etc.) that could affect all or some District administrative sites, there must be standby replacement systems and an inventory of critical parts readily available and located in San Francisco. The 555 Franklin Street and 834 Toland Street locations must be up and operating within four (4) hours, as those locations will become the District’s Emergency Operations Center and Field Operations Center. Replacement systems must also be available for the following locations and the vendor must have the system(s) up and operating within twenty-four (24) hours.

- | | |
|-----------------------------------|---|
| 1. District Headquarters (Mitel) | 555 Franklin Street
(up time as noted above) |
| 2. Building & Grounds (Mitel) | 834 Toland Street
(up time as noted above) |
| 3. School Health Programs (Mitel) | 1515 Quintara Street |

- | | |
|--|----------------------|
| 4. EED Admin/other admin (Mitel) | 20 Cook Street |
| 5. Transportation (Mitel/InterTel) | 1000 Selby Street |
| 6. Academics/Professional Instruction Admin (Mitel/InterTel) | 735 24th Avenue |
| 7. Business Services/Facilities (Mitel/InterTel) | 135 Van Ness Avenue |
| 8. KALW Radio (Mitel/InterTel) | 500 Mansell Street |
| 9. SPED Admin (Mitel) | 3045 Santiago Street |
| 10. Student Nutrition Services (Mitel) | 841 Ellis Street |

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

- Inspecting battery backups, noting corrosion deposits, unsafe conditions or other conditions that potentially affect functionality.
- Inspecting the telephone switch (including cards and other components) and surrounding environment to identify potential problems such as water leaks or other adverse environmental conditions or abnormalities that may affect equipment functionality.
- Spot-checking station equipment for visible damage.
- Spot-checking station cable for visible damage.
- Ensuring that system backup disk is on site.

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

3.15 Vendor must respond to and resolve routine service issues within twenty-four (24) hours on business days Mon - Fri, between the hours of 7:00 a.m. and 6:00 p.m. For tickets requiring a site visit, this means from the time vendor receives service request from District to the time technician resolves issue on site. For issues determined by vendor to be resolvable remotely, this means from the time vendor receives request to the time technician contacts site and resolves issue. Vendor must provide status report for any ticket that extends beyond the twenty-four hour window.

During peak periods, District and Vendor will determine mutually agreeable response times.

Vendor must provide service on an emergency basis within the time parameters specified in section 3.15.1. An emergency is defined as follows:

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

- | | |
|--|---|
| 1. District Headquarters (Mitel) | 555 Franklin Street
(up time as noted above) |
| 2. Building & Grounds (Mitel) | 834 Toland Street
(up time as noted above) |
| 3. School Health Programs (Mitel) | 1515 Quintara Street |
| 4. EED Admin/other admin (Mitel) | 20 Cook Street |
| 5. Transportation (Mitel/InterTel) | 1000 Selby Street |
| 6. Academics/Professional Instruction Admin (Mitel/InterTel) | 735 24th Avenue |
| 7. Business Services/Facilities (Mitel/InterTel) | 135 Van Ness Avenue |
| 8. KALW Radio (Mitel/InterTel) | 500 Mansell Street |
| 9. SPED Admin (Mitel) | 3045 Santiago Street |
| 10. Student Nutrition Services (Mitel) | 841 Ellis Street |

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

3.15.1 Vendor must respond to and resolve emergency issues within three (3) hours on business days Mon-Fri, between the hours of 7:00 a.m. and 6:00 p.m. and four (4) hours during non-business hours and weekends. Vendor must provide status report for any emergency ticket that extends beyond the three-hour window.

Vendor must have a procedure in place for after hours and weekend emergencies.

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

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

4.0 PRICING/INVOICING

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

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

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

Vendor shall include in their bid price the cost to provide maintenance (including MACs) and repair services for the telephone systems, ACDs, call monitoring, call recording and voicemail systems and common control components to keep them in satisfactory working condition. "Bid Worksheet" describes the different cost components of the bid. Vendor must complete and submit the bid worksheet with their bid response.

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

5.0 FINGERPRINT CLEARANCE

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

6.0 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-G. 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.

7.0 PROCEDURE FOR SUBMITTING BIDS

7.1 Time and Place for Submitting Bids

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

**San Francisco Unified School District
Purchasing Office
IFB No. TEM-2018
135 Van Ness Avenue, Room 123
San Francisco, CA 94102**

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

7.2 References

Each vendor must include the following references:

7.2.1 Please provide the names and contact information for a minimum of three (3) customers in the San Francisco Bay area with telephone systems that exceed 100 lines or ports. Per Section 1.2.6, vendor should provide Executone customer references, if available.

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

8.0 BID BOND

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

9.0 PERFORMANCE SURETY BOND

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

(Attachment-A)

SFUSD PORT COUNT

SITE	ADDRESS	SYSTEM VERSION	PORTS	Station Port	Voicemail
MITEL 5000/MiVoice 250					
ADMINISTRATIVE OFFICES					
Administration Building SFUSD	555 Franklin Street	Mitel 5000 6.2		343	64
EPC	555 Franklin Street				
SFUSD Admin Offices	601 McAllister Street				
Bldgs & Grounds/Custodial Svcs	834 Toland Street	Mitel 5000 6.1		128	8
Civic Center AKA John Swett	727 Golden Gate Avenue	Mitel 5000 6.1		97	24
Student Family & Community Support	727 Golden Gate Avenue				
KALW	500 Mansell Street	Mitel 5000 2.4		50	8
Leola Havard/New Comb EED	1520 Oakdale Avenue	Mitel 5000 6.1		177	16
Early Education Department	1551 Newcomb Avenue	Mitel 5000 6.1			
Early Education Development	20 Cook Street	Mitel 5000 6.1		89	24
Student Family Community Support	20 Cook Street				
SPED Santiago	3045 Santiago Street	Mitel 5000 6.1		129	28
Student Nutrition	841 Ellis Street	Mitel 5000 6.1		48	8
Transportation admin	1000 Selby Street	Mitel 5000 6.1		49	20
ELEMENTARY SCHOOL					
Argonne ES	680 18th Avenue	Mitel 5000 6.1		49	4
Carver, George Washington ES	1360 Oakdale Avenue	Mitel 5000 6.2		49	16
Cesar Chavez ES	825 Shotwell Street	Mitel 5000 6.2		65	12
Chin, John Yehall ES	350 Broadway	Mitel 5000 6.2		48	16
El Dorado ES	70 Delta Street	Mitel 5000 6.2		64	12
Francis Scott Key ES	1530 43rd Avenue	Mitel 5000 6.1		59	8
Gordon Lau ES	950 Clay Street	Mitel 5000 6.1		64	12
Gordon J. Lau Pre-K	950 Clay Street				
Longfellow ES	755 Morse Street	Mitel 5000 6.1		50	12
McCoppin, Frank ES	651 6th Avenue	Mitel 5000		29	4
McKinley ES	1025 14th Street	Mitel 5000 6.1		65	20
Miraloma ES	175 Omar Way	Mitel 5000 6.1		48	12
Monroe ES	260 Madrid Street	Mitel 5000 6.1		65	16
Moscone Geo ES/Las Americas CDC	2576 Harrison Street	Mitel 5000 6.1		49	20
Peabody, George ES	251 6th Avenue	Mitel 5000 6.0		49	8
Revere, Paul	555 Thompkins Avenue	Mitel 5000 6.2		83	16
Ortega, Jose ES	400 Sargent Street	Mite 5000 6.1		59	8

SF Public Montessori ES	2340 Jackson Street	5000		51	4
Serra, Junipero ES/CDC	625 Holly Park Circle	108		49	8
Spring Valley ES	1451 Jackson Street	5000		44	4
Starr King ES	1215 Carolina Street	Mitel 5000 6.1		48	4
Stevenson, Robert ES	2051 34th Avenue	108		48	8
Sunnyside ES	250 Foerster Street	Mitel 5000 6.1		49	8
Sunset ES	1920 41st Avenue	Mitel 5000 6.1		48	8
Webster, Daniel ES	465 Missouri Street	Mitel 5000 6.2		49	16
Yick Wo ES	2245 Jones Street	Mitel 5000 6.1		49	16
Ulloa ES	2650 42nd Avenue	5000		51	4
Visitacion Valley ES	55 Schwerin Street	Mitel 5000 6.1		113	16
MIDDLE SCHOOL					
Willie Brown MS	2055 Silver Avenue	Mitel 5000 6.1		71	20
Carmichael MS/Filipino Ed Center	824 Harrison Street	5000		38	4
Lick, James MS	1220 Noe Street	5000		83	16
Martin Luther King MS	350 Girard Street	Mitel 5000 6.1		66	8
Presidio MS	450 30th Avenue	5000		81	8
Roosevelt MS	460 Arguello Blvd	Mitel 5000 6.0		57	8
Visitacion Valley MS	450 Raymond Street	Mitel 5000 6.2		113	20
HIGH SCHOOL					
Phillip & Sala Burton HS	400 Mansell Street	Mitel 5000 6.2		145	20
Burton HS Wellness Center	400 Mansell Street				
Independence HS/Newcomer/ Principal Center	1350 7th Avenue	Mitel 5000 6.1		80	12
John O'Connell HS	2355 Folsom Street	Mitel 5000 6.1		100	12
School of the Arts	555 Portola Avenue	Mitel 5000 6.1		193	32
	555 Portola Avenue				
Athletics Department	555 Portola Avenue				
SF International HS	655 De Haro Street	Mitel 5000 6.2		49	20
Washington, George HS	600 32nd Avenue	Mitel 5000 6.1		181	16
Wells, Ida B HS	1099 Hayes Street	Mitel 5000 6.1		49	16
		5000 TOTAL PORTS		3910	704
Mitel/InterTel Sites		AXXESS			
APD @ Cabrillo admin	750 25th Avenue	AXXESS 11.005	30x100	224	24
Special Education Services	750 25th Avenue				
Business Services/Facilities Planning	135 Van Ness Avenue	AXXESS 11.01	30x100	192	24
Admin HQ @ 135 Van Ness	135 Van Ness Avenue				

Student Family Community Support	1550 Quintara Street	AXXESS			
School Health Programs Department	1515 Quintara Street	AXXESS 9.1		80	24
		AXXESS TOTAL PORT		496	72
		MITEL/INTERTEL TOTAL PORTS		4,406	776
		TOTAL INCL VOICEMAIL			5,182
OFFICES		EXECUTONE			
Special Education Center	1595 Quintara Street	108		108	35
EARLY EDUCATION					
Grattan EED	165 Grattan Street	see elem			
Guadalupe/Excelsior @ Guadalupe EED	859 Prague Street	see elem			
Harte, Bret EED	950 Hollister Avenue	see elem			
Jefferson EED	1325 18th Avenue	24		24	10
Kennedy, Kate EED	1670 Noe Street	see Mission Ed			
Mahler, Theresa EED	990 Church Street	42		42	15
McLaren, John EED	2055 Sunnysdale Avenue	108		108	25
Mission Annex EED	421 Bartlett Street	108		108	10
Noriega EED	1775 44th Avenue	42		42	42
Presidio EED	Building 387, Presidio	108		108	30
Redding EED	1421 Pine Street	see elem			
San Miguel EED	300 Seneca Avenue	108		108	35
Serra, Junipero Annex EED	155 Appleton Avenue	108		108	15
Stockton, Commodore EED	954 Washington Street	108		108	25
Sutro EED	235 12th Avenue	see elem			
Taylor ER Pre-K/EED	423 Burrows Street	see elem			
Tule Elk Park EED	2110 Greenwich Street	108		108	25
Weill, Raphael EED	1501 O'Farrell Avenue	see parks			
ELEMENTARY					
Alamo ES	250 23rd Avenue	Executone IDS 108		108	55
Alvarado ES	625 Douglass Street	108		108	55
Bryant ES/EED	2641 25th Street	108		108	50
Chinese Ed Center	657 Merchant Street	108		108	35
Clarendon ES	500 Clarendon Avenue	108		108	65
Cleveland ES	455 Athens Street	108		108	60
Cobb, Dr. William ES/EED	2725 California Street	108		108	50

Chinese Immersion @ DeAvila	1250 Waller Street	108		108	45
Drew, Dr. Charles ES/EED/PK	50 Pomona Street	108		108	40
Fairmount ES	65 Chenery Street	108		108	40
Flynn, Leonard ES/EED	3125 Cesar Chavez Street	108		108	50
Garfield ES	420 Filbert Street	108		108	40
Glen Park ES	151 Lippard Avenue	108		108	50
Grattan ES	165 Grattan Street	108		108	108
Guadalupe ES	859 Prague Street	108		108	50
Harte, Bret ES/EED	1035 Gilman Avenue	108		108	50
Hillcrest ES	810 Silver Avenue	108		108	50
Jefferson ES/EED	1725 Irving Street	108		108	50
Lafayette ES	4545 Anza Street	108		108	45
Lakeshore ES	220 Middlefird Drive	108		108	55
Lawton ES	1570 31st Avenue	108		108	65
Lilienthal, Claire ES	3630 Divisadero Street	108		108	40
Lilienthal (Madison Campus)	3950 Sacramento Street	108		108	50
Malcolm X ES	350 Harbor Road	108		108	55
Marshall ES	1575 15th Street	108		108	50
Milk, Harvey ES	4235 19th Street	108		108	40
Mission Education Center	1670 Noe Street	108		108	40
Muir, John ES	380 Webster Street	108		108	50
New Traditions ES	2049 Grove Street	108		108	40
Parker, Jean ES	840 Broadway Street	108		108	50
Parks, Rosa ES/Weill CDC	1501 O'Farrell Street	108		108	70
Redding ES/CDC	1421 Pine Street	108		108	45
Rooftop ES	443 Burnett Street	108		108	40
Sanchez ES	325 Sanchez Street	108		108	50
San Francisco Community ES	125 Excelsior Avenue	108		108	35
Sheridan ES	431 Capitol Avenue	108		108	50
Sherman ES	1651 Union Street	108		108	50
Sloat, Commodore ES	50 Darien Way	108		108	40
Sutro ES	235 12th Avenue	108		108	55
Taylor, ER ES	423 Burrows Street	108		108	60
	627 Turk Street	108		108	108
West Portal ES	5 Lenox Way	108		108	45
Alice Fong Yu ES	1541 12th Avenue	108		108	55
MIDDLE SCHOOL					
Aptos MS	105 Aptos Avenue	228		228	80
Buena Vista/Mann, Horace MS	3351 23rd Street	108		108	100
Davis, Gloria MS	1195 Hudson Avenue	228		228	60

Denman, James MS	241 Oneida Street	228		228	90
Enola Maxwell MS/ISA HS	655 De Haro Street	228		228	100
Everett MS	450 Church Street	228		228	100
Francisco MS	2190 Powell Street	228		228	100
Giannini, AP MS	3151 Ortega Street	228		228	100
Hoover Herbert MS	2290 14th Avenue	228		228	100
Marina MS	3500 Fillmore Street	228		228	115
HIGH SCHOOL					
Balboa HS	1000 Cayuga Avenue	228		228	150
Multilingual Program @ Balboa	485 Otsego Street				
Bay HS/Impact HS aka Principal's Center	1340/1360 43rd Avenue	228		228	15
Bay Alt. Jr & Sr. HS	1351 42nd Avenue				
Downtown HS	693 Vermont Street	108		108	40
Galileo HS	1150 Francisco Street	432	12x16	432	175
Hilltop HS/Pregnant Minors	1325 Florida Street	228		228	35
Jordan, June HS	325 La Grande Avenue	228		228	40
Lincoln, Abraham HS	2162 24th Avenue	432		432	200
Lowell HS	1101 Eucalyptus Drive	432	12x16	432	228
Marshall, Thurgood HS	45 Conkling Street	228	12x16	228	135
Mission HS	3750 18th Street	228		228	175
SFIHS (vacant)	1050 York Street	108		108	108
Wallenberg, Raoul HS	40 Vega Street	108		108	95
OTHER SITES					
Learning Services of N. CA	1155 Page Street	108		108	
Golden Gate Counseling Center	1512 Golden Gate Avenue Room 4	228		228	
SB Cooper (staging site)	940 Filbert Street	108		108	
Gloria Davis	1195 Hudson Avenue	228		228	
		EXECUTONE TOTAL		11,436	4,834
		TOTAL INCL VOICEMAIL			16,270
OTHER SYSTEM INSTALLED					
Argonne EED	750 16th Avenue	Encore		15	
Rooftop ES	500 Corbett Avenue	Simplex		55	
		TOTAL OTHER		70	

(Attachment-B)

BID FORM SUMMARY

SUPPLIER: _____ ISSUE DATE: 11/17/2017
 ADDRESS: _____ IFB NO.: TEM-2018
 CITY,ST: _____ DUE DATE: 12/15/2017 2:00 P.M.
 CONTACT: _____ PURCHASER: Norman Liang
 PHONE: _____ PHONE: (415) 241-6468
 FAX: _____ FAX: (415) 241-6487

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

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

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

NAME: _____
 TITLE: _____
 SIGNATURE: _____ DATE: _____

SUB-TOTAL	\$
SALES TAX (8.50%)	\$
SHIPPING & HANDLING	\$
OTHER	\$
TERMS OF PAYMENT	
BID TOTAL	\$

(Attachment-C)

BID FORM WORKSHEET-A

(Mitel/InterTel)

DESCRIPTION	TOTAL PORTS	UNIT PRICE (\$)	EXTENDED VALUE (\$)
Based on the total port count and equipment shown in Attachment-A, indicate the maintenance cost per port per year for all ports inclusive of all system types. PORTS 5,200	5,200		
Cost of maintenance for each additional port (estimated number of ports for each additional year)	100		
Cost for additional station/CO user licenses (estimated number of licenses for each additional year)	100		
Hourly rate for service outside of the maintenance agreement (estimated number of hours for each additional year)	150		

MAINTENANCE SUBTOTAL \$ _____

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

MITEL/ INTERTEL EQUIPMENT DESCRIPTION	PART #	ESTIMATED QUANTITY	UNIT PRICE (\$)	EXTENDED VALUE (\$)	COMMENTS
8560 PHONE DIGITAL	550.856	12			
8520 PHONE DIGITAL	550.852	12			
8500 PHONE DIGITAL	550.85	50			
8528 PHONE DIGITAL	50006122	12			
8568 PHONE DIGITAL	50006123	6			
T1/E1 PRI CARD	580.274	2			
SLC 16+	550.2126	5			
POWER SUPPLY	550.0131	5			
PCBA EKSC	556.2212	10			

EQUIPMENT SUBTOTAL \$ _____

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

* ALTERNATE / OR EQUAL ITEM DESCRIPTION

Manufacturer: _____

Model: _____

Item No.: _____

(Attachment-D)

BID FORM WORKSHEET-B

(Executone)

DESCRIPTION	TOTAL PORTS	UNIT PRICE (\$)	EXTENDED VALUE (\$)
Based on the total port count and equipment shown in Attachment-A, indicate the maintenance cost per port per year for all ports inclusive of all system types. PORTS 16,300	16,300		
Cost of maintenance for each additional port (estimated number of ports for each additional year)	75		
Hourly rate for service outside of the maintenance agreement (estimated number of hours for each additional year)	150		

MAINTENANCE SUBTOTAL \$ _____

(Enter above amount for line item #3 on the Bid Form)

EXECUTONE EQUIPMENT DESCRIPTION	PART #	ESTIMATED QUANTITY	UNIT PRICE (\$)	EXTENDED VALUE (\$)	COMMENTS
6 KEY PHONE DIGITAL	82500-2	100			
17 KEY PHONE DIGITAL	82200-2	20			
DISPLAY PHONE DIGITAL	82300-2	10			
108 CPU	19300	5			
228 CPU	15300	5			
STATION CARD	15700	15			
GSLs CO CARD	15620K	10			
POWER SUPPLY	15100	6			
* 6 KEY WALL MOUNT KIT	* 82544-2 OR EQUAL	175			

EQUIPMENT SUBTOTAL \$ _____

(Enter above amount for line item #4 on the Bid Form)

* ALTERNATE / OR EQUAL ITEM DESCRIPTION

Manufacturer: _____

Model: _____

Item No.: _____

(Attachment-E)

BIDDER REFERENCES FORM

Company: _____
Contact Person: _____
Email Address: _____
City: _____ State: _____
Phone No.: _____
Fax No.: _____
 Please indicate if this reference satisfies the requirement in Section 1.2.7. Minimum of three (3) required.

Company: _____
Contact Person: _____
Email Address: _____
City: _____ State: _____
Phone No.: _____
Fax No.: _____
 Please indicate if this reference satisfies the requirement in Section 1.2.7. Minimum of three (3) required.

Company: _____
Contact Person: _____
Email Address: _____
City: _____ State: _____
Phone No.: _____
Fax No.: _____
 Please indicate if this reference satisfies the requirement in Section 1.2.7. Minimum of three (3) required.

Company: _____
Contact Person: _____
Email Address: _____
City: _____ State: _____
Phone No.: _____
Fax No.: _____
 Please indicate if this reference satisfies the requirement in Section 1.2.7. Minimum of three (3) required.

Company: _____
Contact Person: _____
Email Address: _____
City: _____ State: _____
Phone No.: _____
Fax No.: _____
 Please indicate if this reference satisfies the requirement in Section 1.2.7. Minimum of three (3) required.

Company: _____
Contact Person: _____
Email Address: _____
City: _____ State: _____
Phone No.: _____
Fax No.: _____
 Please indicate if this reference satisfies the requirement in Section 1.2.7. Minimum of three (3) required.

(Attachment-F)

**San Francisco Unified School District
Criminal Background Check/Tuberculosis Clearance Written Certification Form**

To be completed by Contractor:

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

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

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

CRIMINAL BACKGROUND CHECK		
1.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <u>ONLY HAVE LIMITED OR NO CONTACT</u> with District students in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with District students in the performance of this Agreement.
2.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed here/attached</u> , will have <u>MORE THAN LIMITED CONTACT</u> with District students 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.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <u>ONLY HAVE LIMITED OR NO CONTACT</u> with District students (as defined by District).
4.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed here/attached</u> , will have <u>MORE THAN LIMITED OR PROLONGED CONTACT</u> with District students (as defined by District) in the performance of this Agreement, and have a written TB clearance certification on file with Contractor. INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE (Attach and sign additional pages, as needed.)

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

Contractor Signature Date Administrator Signature Date SLT Member Signature Date

Print name of Signatory Print name of Administrator Print name of Superintendent's Leadership Team Member

(Attachment-H)

BID BOND FORM

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

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

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

THE CONDITION of this obligation is such that,

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

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

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

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

IN WITNESS WHEREOF, we have signed and sealed this instrument on this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

(Title)

SIGNATURE EXECUTED IN BEHALF OF SURETY MUST HAVE PROPER ACKNOWLEDGEMENT.

(Attachment-I)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Maintenance Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Maintenance Contract, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
 - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Maintenance Contract; and
 - 3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Maintenance Contract, to Surety in accordance with the terms of the Maintenance Contract or to a contractor selected to perform the Maintenance Contract in accordance with the terms of the Maintenance Contract with District.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of District, to perform and complete the Maintenance Contract; or
 - 4.2 Undertake to perform and complete the Maintenance Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of Maintenance Contract, arrange for a contract to be prepared for execution by District and the Contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Maintenance Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Bal-

ance of the Agreement Price, as calculated under the terms of the Maintenance Contract, incurred by District resulting from Contractor's Default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
 - ii. Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor default, and if Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Maintenance Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Maintenance Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of the Balance of the Agreement Price to mitigation of costs and damages on the Maintenance Contract, Surety is obligated without duplication for:
 - 6.1 The responsibilities of Contractor for correction of the defective work, materials and equipment and completion of the Maintenance Contract;
 - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure.
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Maintenance Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Maintenance Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. Surety hereby waives notice of any change, including changes of time, to the Maintenance Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be faxed as an item of costs.
10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.
11. **DEFINITIONS**
 - 11.1 **Balance of the Agreement Price:** The total amount payable by District to Contractor under the Maintenance Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Maintenance Contract.

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

CONTRACTOR, as principal

SURETY

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Fax: _____

Fax: _____

Phone: _____

Phone: _____

DISTRICT

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

(Attachment-J)

(SAMPLE FORM)

CONTRACT AGREEMENT

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

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

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

1. SERVICES CONTRACTOR AGREES TO PERFORM

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

2. INFRINGEMENTS – INDEMNIFICATION

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

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

3. COMPENSATION

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

4. TERM OF AGREEMENT

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

5. INSURANCE

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

- h. Comprehensive General Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
- i. Comprehensive or Business Automobile Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
- j. Workman's Compensation with Employers Liability limits of not less than \$1,000,000 each accident.

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

6. TERMINATION

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

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

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

7. CONTRACTOR'S DEFAULT

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

8. ENTIRE CONTRACT

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

9. ASSIGNMENT

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

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

10. INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES

The Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which the Contractor performs the service required of the Contractor by the terms of this Agreement. The Contractor shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an

employment or agency relationship between the District and the Contractor. Terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of the Contractor's work only and not as to the means by which such a result is obtained.

11. INCIDENTAL AND CONSEQUENTIAL DAMAGES

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

12. BUDGET AND FISCAL PROVISIONS

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

13. CONFLICT OF INTEREST

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

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

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

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

14. PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT

The Contractor understands and agrees, that in the performance of the work of services under this Agreement, or in contemplation thereof, the Contractor may have access to private or confidential information which may be owned or controlled by the District, and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Contractor 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:

APPROVED:

BY: _____
Authorized Signature Date

Print Name of Authorized Signatory

Print Title of Authorized Signatory

For SAN FRANCISCO UNIFIED SCHOOL DISTRICT:

APPROVED:

BY: _____
Reeta Madhavan Date
Chief Financial Officer

APPROVED AS TO FORM:

BY: _____
Cassie Coleman Date
Senior Deputy General Counsel

REVIEWED:

BY: _____
Sue Mook Date
Contracts Office

BY: _____
Rod Sarmiento Date
Director of Purchasing & Warehouse

RECOMMENDED:

BY: _____
Site/Dept. Administrator Date

Print Name of Site/Dept. Administrator

Print Title of Site/Dept. Administrator

(SAMPLE FORM)

(Attachment-K)

PRE-QUALIFICATION COMPLIANCE FORM

(Please check the box if compliance applies)

- 1. Vendor is able to procure, install and service the above-named products and services (and others to be designated) in San Francisco, meaning the vendor must hold a California Contractors License appropriate to the profession and any other license required to perform said work in the City and County of San Francisco.
- 2. Vendor's account management team has a minimum of five (5) years of experience in the telephony industry within the last five (5) years prior to the bid due date with experience in building and maintaining successful relationships servicing large public sector and/or educational accounts.
- 3. Vendor has a minimum of three (3) company-employed field technicians in the San Francisco Bay Area. The vendor may subcontract subject to the conditions set forth in GENERAL TERMS, CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS, PAGE 8, Section 53, SUBCONTRACTING.
- 4. Vendor has been in business for at least five (5) years continually.
- 5. Because telephone services are considered by the District to be a matter of LIFE/SAFETY, and the District requires that the vendor be able to respond to tickets in a timely manner, at times, immediately, the vendor must have an established local office in or within fifteen (15) miles of the city limits of San Francisco to support the technical and sales aspects of this bid. Further, an inventory of critical parts must be warehoused in San Francisco, with depot maintenance and support housed in or within fifteen (15) miles of the city limits of San Francisco.
- 6. For the Mitel/InterTel requirement of the solicitation, vendors are required to be authorized Mitel/InterTel vendors and employ factory-trained technicians for maintaining the Mitel/InterTel systems. The vendor will include justification/certificate of such training with their bid.
- 7. For the Executone requirement of this bid, vendors are required to employ technician(s) with a minimum of five (5) years' experience maintaining Executone IDS systems in an environment similar in size and scope to the District. The vendor will include with their bid a certificate of Executone training and/or detailed description of technical experience, including references (if available).
- 8. The vendor will include a minimum of three (3) references, on the reference sheet provided, of customers similar in size to the District, that have been successfully serviced and maintained for a minimum of three (3) years.

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

Company Name

Please Print Name

Signature