

PURCHASING DEPARTMENT

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

T 415.241.6468
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WWW.SFUSD.EDU

REQUEST FOR PROPOSAL

WIRELESS SERVICES, ACCESSORIES, AND EQUIPMENT RFP 2018 RFP No. WS-2018

MAIL OR DELIVER BIDS TO

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

BID DUE DATE AND TIME

July 26, 2018 - 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-rfps-rfqs-and-rfis.html>
- Please look for “Wireless Services, Accessories, and Equipment RFP 2018” section under “Current RFPs, RFQs, RFOs & RFIs”. All related documents for this bid will be posted here.
- Competitive proposals for the specified material and/or service must be received by the San Francisco Unified School District, Purchasing Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, Bidders are required to respond according to the instructions contained in the RFP. Bidders will respond utilizing the format, forms and other criteria indicated in the RFP.
- Bidder responses that do not comply with the format, forms and other criteria indicated, will be rejected. The District reserves the right to refuse all bids.
- Proposals transmitted by facsimile, email or other electronic communication will not be considered. Proposals received after the due date and time will be rejected.
- To preserve the integrity of this RFP, the Bidder is requested not to contact any individual, within the District, other than the purchaser of this solicitation.

Request for Proposal
San Francisco Unified School District Department of Technology

Wireless Services, Accessories, and Equipment

The San Francisco Unified School District (SFUSD) Department of Technology is soliciting Request for Proposals from responsible vendors to supply wireless communication services, accessories and equipment. The District hereby invites all interested vendors to submit a bid to furnish all labor, requested materials, and any other related items required for performance under the RFP. Bidder responses that do not comply with the format, forms and other criteria indicated, may be ruled non-responsive.

To preserve the integrity of the RFP, we request that prospective bidders must not contact any District representatives, except those designated on the RFP, prior to the publication of the District's intent to award. Please note that inappropriate contacts by a prospective bidder may subject the bidder to disqualification from the contract award process.

The District reserves the right to reject any and all bids. The District may award multiple vendors on the merit of best value for equipment and/or services. The intent to award of the proposal will be posted on the District's website. The award resolution will be submitted for approval to SFUSD Board of Education at the public Board meeting on Tuesday, August 21, 2018. If awarded, the anticipated contract start date is September 1, 2018.

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PURCHASE AGREEMENT PROPOSAL (Indefinite Quantity) RETURN ONE SIGNED ORIGINAL COPY OF THIS PAGE AND THE REQUIRED DOCUMENTS

BIDS WILL BE OPENED AT 2:00 P.M., July 26, 2018

**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**

RFP NO. WS-2018

DATE: June 28, 2018

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 4; retain Bidder's Duplicate copy for your file).

DO NOT INCLUDE SALES OR EXCISE TAXES IN BID PRICES (See Section 33, Page 9)

Upon receipt of Purchase Agreement Acceptance, the undersigned hereby promises and agrees to furnish, subject to provisions of Section 23 and 27 on Page 8, 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? _____

4. RFP Timeline

Milestones	Date
RFP Issue Date	June 28, 2018
RFP Document Posting (SFUSD Website)	June 28, 2018
RFP Advertisement No. 1 Run Date	June 28, 2018
RFP Advertisement No. 2 Run Date	July 5, 2018
Pre-Proposal Question Submission Deadline	July 12, 2018
Question & Answer Posting (SFUSD Website)	July 19, 2018
RFP Due Date and Time (2:00 P.M.)	July 26, 2018
Intent to Award Notice Posting (SFUSD Website)	August 2, 2018
Board of Education Approval (Anticipated)	August 21, 2018
Contract Start Date (Anticipated)	September 1, 2018

5. Submittal Requirements

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

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

Proposals must be received by the due date and time specified in the timeline, Page 5, "RFP Due Date and Time". Proposals received after the date and time indicated will be rejected.

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

1. Proposal Identification Statement - Cover Letter
 - 1.1. The vendor should provide the organization name, mailing address, and primary contact information
2. Purchase Agreement Proposal Form (Page 4)
3. The response must contain all responses to the requirements in this RFP with organization in the same format and order as presented in this RFP. All cost information must be included in this response.
 - 3.1. [Complete Attachment A: Equipment Specification Template](#) – the electronic copy must be submitted as an Excel file

- 3.2. [Complete Attachment B: Service Specification Template](#) – the electronic copy must be submitted as an Excel file
- 3.3. [Complete Attachment C: Written Response Template](#) – the electronic copy must be submitted as an Excel file
4. Bid Bond Form (Attachment F)
5. Customer References

6. Post Award Documents Required

1. Insurance certificates and endorsements
2. Criminal Background Check/Tuberculosis Clearance Written Certification Form (Attachment D)
3. Contractor's Disclosure Form Regarding SFUSD Officials (Attachment E)
4. Performance Bond (Attachment G)
5. All other supporting documents as required by the District

7. Inquiries and Contacts

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

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

Tel. No. (415) 241-6468 ext. 1606
Fax No. (415) 241-6487
Email: liangn@sfusd.edu

All questions must be submitted in writing on or before the due date and time specified in the Timeline on Page 5, Pre-Proposal 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.

8. 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 Purchasing Agreement Proposal, bids for equal articles will be considered unless otherwise stated, but the Purchaser shall be the sole judge as to whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered would be assumed to be the specific articles named in the proposal. If not offering the specific article named, bidder should enclose with bid full information, specifications and descriptive data on items offered.
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 September 01, 2018 to August 31, 2019, 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 to Bid (IFB)/Request for Proposal (RFP) document must be filed within ten (10) calendar days after the date the IFB/RFP is first advertised. Protests relating to a recommendation for award solicited by this IFB/RFP must be filed by an "interested Party" within five (5) business days after the staff's written recommendation and notice of intent to award is issued to the proposing firms. The date of filing shall be the date of receipt of protests or appeals by the District.

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

9. Background and Overview

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

SFUSD's mission is to provide each and every student the quality instruction and equitable support required to

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

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

- Establishing a resilient technology backbone to empower a digital district;
- Developing and integrating critical online tools and systems to support our educators, school leaders and central office staff in their work.

Wireless devices are part of this mix of tools and systems that SFUSD employs to provide educators with the communications means to facilitate carrying out the District's vision.

At present, there are approximately 640 wireless devices deployed throughout the District. These run the gamut from smartphones, to basic handsets for school site and other emergency use, to MiFi devices, etc. This figure fluctuates throughout the year because of staff changes, but is relatively constant within the 600-675 range.

For phone service, the District is using an aggregate shared minutes plan (400 min) with free mobile-to-mobile, free nights and weekends, free long distance (North America) and unlimited texting and data. For data, the District uses an unlimited data access plan. These are standards that the District would like to retain. See Section 10 for specifics regarding equipment and usage plans.

10. Project Purpose and Expectations

The San Francisco Unified School District is seeking proposals from responsible vendors to supply wireless communication services, accessories and equipment. Services/equipment may include, but are not necessarily limited to the following:

- Wireless Voice Service
- Wireless Broadband Service
- Accessories/Equipment/Devices

The purpose of this Request for Proposal (RFP) is to establish contracts on a competitive basis with qualified vendors to directly supply wireless communication services including but not limited to: the wireless transmission of voice, data and/or video content; optional messaging, two-way radio, wireless internet access or other related communications; and/or wireless data transmission services. Wireless communication equipment, accessories, and devices are included, as well as the related maintenance and support services.

In compliance with this RFP and related specifications, the Bidder shall provide the labor, equipment, installation, integration, and implementation required to deliver the specific equipment and services for the District as defined below in the Scope of Services section.

The anticipated contract term will be for a one-year term beginning September 1, 2018 and ending August 31, 2019 and may be extended for a period or periods of up to four (4) additional years by mutual agreement.

11. Scope of Services

11.1 Equipment Specifications

The quantities listed below are an approximation based on current quantities and may change depending on funding approval and other factors that are unknown to the District at this time:

320 Smartphones

The District uses a mix of smartphones, primarily higher end iPhones and Android phones, e.g., iPhone 6S - X and Samsung Galaxy S series and others. As of the date of this RFP, there are approximately 256 iPhones, 52 Android phones and 5 other brand smartphones.

When new contract commences, existing CDMA handsets will not be replaced unless required for network compatibility or to upgrade end of life models. For replacement handsets, the District expects the vendor to provide like or equal devices at no charge or substantially reduced charge.

On attached matrix, vendor should provide pricing for its full range of smartphone models available to government customers at time of RFP.

285 Basic Handsets/Push to Talk Handsets

The District has a mix of older and newer flip phones, herein referred to as basic handsets, deployed at most of its school sites for emergency use (approx. 117). It also has approximately 152 PTT handsets that are currently in use as voice only flat rate.

If selected vendor utilizes current PTT technology, the District will replace the existing basic handsets at its school sites with PTT-capable basic handsets. The PTT feature may be activated, at the District's option, in the future.

If successful vendor does not have PTT, the District will consider upgrading all existing school site basic handsets if vendor provides at no charge or substantially reduced charge. As with smartphones, if existing handsets are not supported on the network, vendor must supply compatible replacement phones at no charge or substantially reduced charge.

On the attached matrix, vendor should provide pricing for its full range of basic handsets, including, if applicable, PTT-capable devices.

70 Mobile Broadband (MiFi) Devices

In addition to utilizing the mobile hotspot feature for broadband access, the District has approximately 60 4G LTE mobile broadband devices in use. Since at least one carrier is in the process of deploying upgraded broadband technology that will affect service on the existing devices, the District will replace its existing 4G LTE devices with network compatible devices. These must be provided at no charge or substantially reduced charge.

11.2 Service Plan Specifications

For the majority of its users, the District utilizes three service plans:

1. Shared minute plan with 400 min talk time, unlimited text/data, free long distance, free mobile-to-mobile, \$.25/min charge above allowance.
 - a. Vendor must also provide quote for shared plan with 200 min and 600 min.
2. Flat rate plan \$.06/min.
3. Mobile broadband plan with unlimited data use.

Vendors must provide quote for like or equal service plans as above.

Note that the features indicated above are required features.

Other required features are as follows:

- No service activation fee
- No early termination fee
- Early equipment upgrade option (presently 1 year contract with upgrade option at 10 months)
 - SFUSD designated contact to be notified of new equipment available on a quarterly basis

11.3 Vendor Requirements

- 11.3.1 Account team experienced with public sector, large volume accounts. Team must be prepared to address the unique life/safety needs of a school environment.
- 11.3.2 Secure portal to online access and telephone access for District representative(s) to manage the account and order services/accessories/equipment. Only the specified District representative(s) shall be allowed to manage the account and order service/equipment/accessories.
- 11.3.3 Designated customer service point(s) of contact for 11.3.2, above, with toll free contact number. Vendor shall inform District of any changes to contact information and District will likewise inform vendor of any changes to staff who are allowed account access.
- 11.3.4 24/7 end user access to vendor customer care and tech support online or via toll free number.
- 11.3.5 Training on request of District for new or large equipment/technology deployments.
- 11.3.6 If a vendor change results from this RFP, successful vendor will be required to port existing District phone numbers to new service in a timely and orderly process mutually agreed on by the District and Vendor.

11.4 Access to Account and Billing Information

- 11.4.1 As in 11.3.2, Vendor to provide secure online access to billing and account information. Information must be available in a format that will allow for customization of data by District.
- 11.4.2 Raw data must be available for download in pdf format.
- 11.4.3 Other account information must be available in a format that will allow for District to run customized reports.

11.5 Cost

- 11.5.1 Vendors must provide detailed pricing for all costs associated with the requirements/specifications and related services. Clearly specify the nature of all expenses anticipated. Vendors must also state the discount percentage from their product line's price for other items
- 11.5.2 Vendors must list all hardware charges on [Attachment A - Equipment Specification Template](#) and all service charges on [Attachment B - Service Specification Template](#)
- 11.5.2.1 Vendors should note the following:
- a. SFUSD currently has no Activation, Cancellation or Delivery fees (handsets)
 - i. Shipments for handsets are typically received within 1 business day and within 2 business days for accessories
 - b. SFUSD currently has equipment upgrade eligibility at 10 months

11.6 Miscellaneous Services

The District requests:

- Emergency priority
 - Employee discounts for personal devices
- 11.6.1 Describe your company's capacity for addressing local and regional emergencies. How do you anticipate the District's wireless services might be affected?
- 11.6.2 Describe your company's employee discount program(s).

12. Request for Customer References

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

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

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

13. Evaluation Scoring

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

Evaluation Criteria	Score
Cost of Services	50
Experience with school district or public entity similar in size and scope to SFUSD	25
Ability to deliver service by September 1, 2018	25
Total:	100 points

The Evaluation Committee will be comprised of key stakeholders, leadership, and subject matter experts from SFUSD Department of Technology. The Evaluation Committee will score proposals based on evaluation and analysis of each of the criteria. The Evaluation Committee will tabulate scores of the cost of services, experience with the district, and ability to deliver service at start of funding year as detailed above, and will then rank the Vendors, starting with the Vendors receiving the highest total score, then continuing with the Vendors receiving the second highest total score, and so on. The Vendor with the highest score will be identified as offering best value, eligible to proceed with the award of the contract, if an award is made.

14. 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 D.

15. 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 E. 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.

16. 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 \$25,000 (twenty-five thousand dollars). Bond must be in the form provided (see Attachment F), 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.

17. Performance 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 \$25,000 (twenty-five thousand dollars). Bond must be for one (1) year, to be issued annually for the term of the contract. Bond must be in the form provided (see Attachment G).

(Attachment D)

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

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

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 F)

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 G)

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 H)

(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: _____
Senior Deputy General Counsel Date

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)