REQUEST FOR PROPOSAL

SECURITY SERVICES

RFP No. SS-2021

MAIL OR DELIVER BIDS TO
San Francisco Unified School District
Purchasing Department
RFP No. SS-2021
135 Van Ness Avenue, Room 310
San Francisco, CA 94102

BID DUE DATE AND TIME:
MAY 14, 2:00PM PST.

- Competitive proposals for the specified material and/or service must be received by the San Francisco Unified School District’s Purchasing Department, on or before the due date and time specified herein.

- As a requirement of this solicitation, proposers are required to respond according to the instructions contained in this RFP. Proposers will respond utilizing the format, forms and other criteria indicated in this request.

- Proposer 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.

- 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 request, proposers are requested not to contact any individual within the District other than the District’s representative as listed below. Please forward all questions related for this request to Leon Ho.

District Contact Information:
Leon Ho
Email: hol@sfusd.edu
Phone: 415-241-6468 Ext. 1607
NOTE REGARDING THE PUBLIC RECORDS ACT:

Government Code Section 6250 et seq., the California Public Records Act (PRA), defines a public record as any writing containing information relating to the conduct of the public business.

The PRA provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety.

In addition, all information submitted in response to this RFP is itself a public record, excepting to the extent permissible by law a proposer’s financial information.

Submission of any materials in response to this RFP, other than financial documentation clearly marked as “CONFIDENTIAL”, constitutes a waiver by the submitting party of any claim that the information is protected from disclosure.

By submitting materials, (1) you are consenting to release of such materials by the San Francisco Unified School District if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold SFUSD harmless for release of such information.
INTRODUCTION

The San Francisco Unified School District ("District") seeks bids for security services from California State-Licensed security guard and mobile patrol companies to provide security services to the District including without limitation security guards at specified District buildings, mobile patrols, fire watch patrols when required, and intrusion monitoring and dispatch services, as detailed in this RFP. To carry out such requirements, if an award is made, the Contractor shall assign trained, uniformed, unarmed security guards to provide a visual presence to act as a deterrent to crime and to observe and report criminal activity, as detailed in this RFP.
Table of Contents

Cover Sheet .................................................................................................................................... 1
Note Regarding The Public Records Act .................................................................................... 2
Introduction ............................................................................................................................... 3
Table of Contents ....................................................................................................................... 4
Timeline ...................................................................................................................................... 4
Contract Proposal ..................................................................................................................... 5
Important Information .............................................................................................................. 6
Instructions to Bidders / General Condition ........................................................................... 7
Special Terms and Conditions .................................................................................................. 11
Best Value Selection Process ................................................................................................. 18
Attachment A – Bid Sheet ........................................................................................................ 21
Attachment B – Reference Form .............................................................................................. 22
Attachment C – Scope of Work Questionnaire ........................................................................ 23
Sample Professional Services Agreement ................................................................................ 25

Timeline

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue</td>
<td>April 8</td>
</tr>
<tr>
<td>RFP Invite</td>
<td>April 8</td>
</tr>
<tr>
<td>Bid Advertisement #1</td>
<td>April 8</td>
</tr>
<tr>
<td>Bid Advertisement #2</td>
<td>April 15</td>
</tr>
<tr>
<td>Question &amp; Answer Period Deadline</td>
<td>April 22</td>
</tr>
<tr>
<td>Mandatory Call In Conference</td>
<td>April 29</td>
</tr>
<tr>
<td>Answer to Question</td>
<td>April 6</td>
</tr>
<tr>
<td>Proposal Due and Opening</td>
<td>May 14</td>
</tr>
<tr>
<td>Intent to Award Notice</td>
<td>May 28</td>
</tr>
</tbody>
</table>
CONTRACT PROPOSAL (Indefinite Quantity)

COPY OF THIS PAGE AND THE REQUIRED DOCUMENTS

RETURN ONE SIGNED ORIGINAL

BIDS WILL BE OPENED AT 2:00 P.M., May 14, 2020

AT: SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Purchasing Department
135 Van Ness Avenue, Room 310
San Francisco, CA 94102
Tel: 415-241-6468
Fax: 415-241-6487

PROPOSAL NO. SS-2021

DATE: ______________

DELIVER BID, properly executed, to District, prior to opening time, in sealed envelope. Write the RFP/Contract Proposal Number on the outside of the envelope. Include one completed and signed copy of this Contract Proposal Page. Include other pages as indicated. Retain Bidder’s Duplicate copy for your file.

DO NOT INCLUDE SALES OR EXCISE TAXES IN BID PRICES.

Upon receipt of a Contract Acceptance, the undersigned hereby agrees to furnish all articles and/or services within the dates specified, in the manner and at the prices stated, in accordance with the bid and contract proposal general and special terms and conditions, which together with the executed Contract Acceptance, constitute the Contract between the District and the undersigned, when authorized by the Board of Education and funds are certified by the District’s Chief Financial Officer.

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 Contract with full authority so to do. (One or more partners sign)
______________________________________________________________

IF CORPORATION, execute here:
The undersigned certify that they sign this Contract 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? ____________

______________________________________________________________
IMPORTANT INFORMATION

This RFP is not a formal request for Proposals, or an offer by the District to contract with Firm(s) responding to this RFP. The District reserves the right to reject any and all Responses. The District also reserves the right to amend this RFP as necessary. All materials submitted to the District in response to this RFP shall remain the property of the District. The District shall not be responsible for the costs of preparing any proposal in response to the RFP.

Mandatory Call In Conference
San Francisco Unified School District
April 29, 2020
Phone Numbers: 1-405-656-0104
Pin: 180 810 438#

Submittal Requirements
Five (1) original, five (5) hard copy, and (1) electronic copies via USB drives, properly marked, of the completed proposals must be submitted. All proposals must be marked accordingly and signed in blue ink by a person authorized to act on behalf of the firm and mailed, or delivered, to:

San Francisco Unified School District
Purchasing Department
RFP No. SS-2021
135 Van Ness Avenue, Room 310
San Francisco, CA 94102

The proposal response package must be submitted in its entirety to include the following items:
1. Please see Solicitation Response Requirements in Special Terms and Conditions
2. Contract Proposal (Page 5)
3. Bid Sheet (Attachment A) - MUST BE IN AS SEALED ENVELOPE
4. Reference Form (Attachment B)
5. Scope of work as described in Special Terms and Conditions Questionnaire (Attachment C)
6. Bid Bond (Attachment D)
7. Non-collusion affidavit (Attachment F)

Post Award Documents Required
1. Piggyback Form (Attachment E)
2. Insurance certificate and endorsements
3. Performance Bond (Attachment G)
4. All other supporting documents as required by the District
1. **PREPARATION OF BID FORM**: The District invites bids on the forms enclosed to be submitted no later than **2:00 PM, May 14, 2020**. Bids must be submitted in a sealed envelope bearing on the outside, the bid number and closing date. All blanks on the bid form must be appropriately filled in. Any written answers required by the bid documents must be included with the sealed bid. It is the sole responsibility of the bidder to ensure that the bid is received at the location specified in paragraph two below, no later than the time and date specified. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. **BID SUBMISSION ADDRESS**: Bids shall be submitted to the Purchasing Department of the District on or before the date and time stipulated.

   **Bids should be mailed or hand delivered to:**
   Purchasing Office
   SFUSD
   135 Van Ness Avenue – Room 310
   San Francisco, CA 94102

   Mark Envelope:
   RFP No. SS-2021
   SECURITY SERVICES

   To be considered, all bids must be received in the Contracts Office by the time and date of closing.

3. **SIGNATURE**: The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

4. **MODIFICATIONS**: Changes in or additions to the bid form, alternative proposals, or any other modification of the bid form which is not specifically called for in the bid documents may result in the District’s rejection of the bid as not being responsive to the invitation. No oral, telephonic or facsimile modifications of any bid submitted will be considered.

5. **ERASURES**: Errors should not be erased, but may be crossed out and corrections made adjacent and initialed in ink by the person signing the bid. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. All prices are to be NET, if extended prices are called for unit price shall prevail in the event extended prices are incorrectly calculated. The District will not be responsible for errors or omissions in the Bid.

6. **WITHDRAWAL OF BID**: Any bidder may withdraw his/her bid personally or by written request at any time prior to the scheduled closing time for receipt of bids.

7. **REQUEST FOR INFORMATION/CLARIFICATION**: All requests for clarification or interpretation must be submitted via e-mail to hol@sfusd.edu at no later than **2:00 PM on April 22, 2020**. Any questions received after 2:00 PM deadline will not be addressed. Questions via telephone will not be accepted. The District shall distribute an addenda to answer requests for clarification or interpretation by posting them on its webpage and by e-mail. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid.

8. **TAXES**: Do not include **CALIFORNIA STATE SALES OR USE TAX**. Said tax will be added and paid by
Do not include FEDERAL EXCISE TAX. The District is not subject to it. An exemption certificate will be furnished upon request.

9. AWARD OF BID: The bid will be awarded to the lowest responsive and responsible bidder as determined solely by the District. The District will evaluate bids based on the cost and services offered by the bidder in response to this RFP.

The District reserves the right to award more than one contract for moving services. The inability of any bidder to meet any of the required scope of services may or may not be grounds for disqualification. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or the bidding.

All bids, which are submitted hereunder, shall remain open, valid and subject to acceptance for ninety (90) days after the bid opening date.

10. SKILLED LABOR: If skilled labor is involved, Contractor must pay the basic hourly rates for the various trades in accordance with those last approved by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1.

11. DEFAULT: In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of this bid, the District may terminate the contract in whole or in part and the District may procure the services from other sources. The bidder may be liable to the District for any excess costs for such similar services. The bidder shall not be liable if the failure to perform under the contract arises out of causes beyond the control and without the fault or negligence of the bidder. Such causes may include, but are not restricted to: act of God or of the public enemy, acts of the Government, acts of the District or anyone employed by it, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusual severe weather, or delays of subcontractors or suppliers due to such causes. The bidder shall be required to continue services under the contract, which are not terminated.

12. EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly satisfactory evidence of his financial resources, his experience, and the organization and equipment available for the performance of the contract.

13. ANTI-DISCRIMINATION: It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

14. ASSIGNMENT OF THE CONTRACT: No Contract awarded under this Bid or any resulting purchase orders issued by the District shall be assigned without the prior approval of the District.

15. REJECTION OF BID: The District may reject any bid that contains any material variation or exception to the bid specifications identified herein. The District’s determination of materiality shall be final.

16. LIABILITY: The bidder shall hold the District, their officers, agents, servants and employees harmless from liability of any nature or kind whatsoever on account of use by a patented or unpatented invention, article, or equipment furnished or used under this Bid.
17. CONFORMITY TO LAW: The successful bidder shall conform to all federal and state laws, including all requirements of CAL/OSHA and the Federal Consumers Products Safety Act, and to all local ordinances and regulations covering equipment and/or services on this bid.

18. FORCE MAJEURE: Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation, accident, labor disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance.

19. INDEMNIFICATION – GENERAL: Each party hereto shall be solely responsible for, and shall indemnify and hold the other party free and harmless from any and all claims, damages, costs or lawsuits (including reasonable attorneys’ fees), relating to bodily injury or tangible property damage arising out of the intentional or negligent act or omission of such Party or its employees, agents or contractors.

20. DISABLED VETERANS BUSINESS ENTERPRISES: In accordance with Education Code 17076.11, the San Francisco Unified School District supports a participation goal of at least three percent (3%) of the overall dollar amount expended each year to the Disabled Veterans Business Enterprises (DVBE) from funds allocated to the District by the State Allocation Board. The successful bidder(s) will be required to sign and return a Certification from (copy included with these bid documents) certifying that they will provide the District with information regarding the use of any DVBE contractors on the project.

21. NONCOLLUSION AFFIDAVIT: Bidders will be required to submit an Affidavit of Non-collusion with their bid. This form is included with the bid package and must be signed under penalty of perjury.

22. BID PREPARATION: All expenses incurred in the preparation or submission of this bid shall be borne by the bidder.

23. AGREEMENTS, INSURANCE AND BONDS: Prior to award, Contractor must submit written evidence of the following insurance which must be maintained in force during the term of this Contract:

- 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.
- 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.
- Workman’s Compensation with Employers Liability limits of not less than $1,000,000 each accident.
- 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.
- Certificate of Insurance, satisfactory to the District, evidencing all coverages above shall furnished to the District before commencing any operations under this Contract, with complete copies of policies upon District request.
- Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.
- 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.
SPECIAL TERMS AND CONDITIONS

SOLICITATION RESPONSE REQUIREMENTS

1. A Transmittal Letter on company letterhead and signed by an individual authorized to legally bind the Respondent. The Transmittal Letter must include:
   a. Identification of the type of legal entity with whom the District would contract;
   b. Identification of Operator; including all members or partners and percentage interests; and
   c. Project Visions describing Respondent's goals and visions for the requested security services described in this RFP.

2. A description of similar experience or demonstrating a minimum of 5 years prior experience:
   a. A brief description of similar services as requested in this RFP including dates and locations.
   b. The current status of security services provided to organizations and companies.

3. Please describe your company security services performance to organizations and companies:
   a. Please describe any contract termination with your company for poor performance in security services in the past five years.
   b. Please describe any fine or penalty from State and Federal agencies for any reasons in the past five years.

4. Evidence that the company has the financial capability to carry out the proposed commitments by submitting two copies of Operator's two most recent financial statements submitted and/or financial institution commitments, such as an Irrevocable Letter of Credit.

1. ESTIMATED START DATE; SCHEDULE FOR IMPLEMENTATION
   a. The estimated start date for products/services to be provided under this RFP/Contract, if awarded, is July 1, 2020.
   b. To meet this estimated start date, each bidder shall include in its bid response a detailed schedule for implementation by which the bidder, if awarded the Contract, shall be able to commence implementation of the Contract by the estimated start date.

2. ESTIMATED CONTRACT VALUE
   For purposes of the RFP process, the estimated annual not-to-exceed amount of the Contract, if awarded, is Eight Hundred Thousand dollars ($800,000.00).

3. CONTRACTOR LICENSE
   Contractor, if award is made, shall hold a current and valid license as a California State-Licensed security guard and mobile patrol company, appropriately licensed to provide security services at District buildings, mobile patrols, fire watch patrols, and intrusion monitoring and dispatch services as detailed in this RFP. Each bidder shall provide its license number and expiration date in the appropriate space on Attachment B ("Bid Sheet") hereto, for verification by the District that bidder meets the requirements of this Section. The winning bidder, if an award is made, shall maintain such license in current and valid status throughout the term of this Agreement and any extensions hereto, and shall provide evidence of said current and valid status of its license upon request by District at any time during the term of this Agreement and any extensions hereto.

4. SCOPE OF PRODUCTS/SERVICES TO BE PROVIDED
a. **Volume of Services.** If award is made, Contractor shall provide products/services to the District of volume detailed in this bid/Contract. The District estimates that its annual requirements for security services to be approximately 25,000 hours, at approximately 140-159 school and administrative sites. (See Attachment K, "List of District Sites (School/Offices)," for a current listing, which is subject to revision by the District with prior written notice to Contractor.) This estimate of the volume of services to be provided is for the purposes of administering the RFP process, and shall in no way obligate nor limit the District to this estimated volume of services, as this bid/contract shall be an in-definite quantity RFP.

b. **Provision of Security Services.** Contractor shall be responsible for the provision to the District of security services as detailed in this RFP, if awarded, and shall:

1) Notify the appropriate District authority in the event a security guard fails to report for his/her shift, and immediately provide a qualified replacement in accordance with the contract.

2) Provide additional security staff for any District-designated urgent need within four (4) hours up to twenty-four (24) hours of notification at the Overtime Rate (time and one-half) for additional personnel or hours requested by the District, but only for the first forty-eight (48) hours, after which the applicable straight time rates will apply. Such Overtime Rate shall also apply to Contract staff on duty at a District assignment during official holidays as designated by the State of California.

3) Provide security guards with the proper training and supervision, and with all of the equipment, materials and supplies necessary to perform their duties under this Agreement (including without limitation e.g. two-way radios, flashlights, uniforms, security badges, vehicles, fuel, etc.). Contractor shall ensure that its security guards are unarmed.

4) Ensure that security guards assigned to Fire Watch duties are provided with equipment required by San Francisco Fire Department regulations (including e.g. without limitations two-way radios, etc.).

c. **Security Guard Services:** Contractor shall provide security guards to the District and ensure that they perform the following duties:

1) Provide a visual presence to act as a deterrent to crime, and observe and report criminal activity as detailed herein, at District school sites and administrative buildings, as assigned.

2) Provide on-site security patrol services that consist of irregular foot patrols of the interior/exterior of buildings at District school sites and administrative buildings, as assigned.

3) Prepare reports of unusual occurrences or physical conditions of assigned building(s) as observed during patrol.

4) Challenge and determine the identity of individuals discovered on District property.

5) Identify and immediately report to Contractor's shift supervisor any building defects affecting security including but not limited to: broken doors, inoperative door hardware, broken windows, inoperative window hardware, damaged fences, broken locks (exterior and interior), non-functioning lights, and/or other safety/security defects.

6) Dress in proper uniform when on duty at District sites. Security personnel (both security guards and security supervisors) must be easily identifiable at all times. Security guards must have a current State Security Guard Identification card in their possession at all times.

7) Security guards assigned to perform security duties outside of traditional
business hours, at special events, and during District Holidays and weekends, are required to report to the Dispatch Center every hour during their shift. In some cases, the District may require such security guards to report in every half hour.

8) Maintain a Daily Activity Report Log.

d. **Fire Watch Patrol Duties.** Contractor shall provide Fire Watch Patrol services to the District, and ensure that the security guards assigned to such services shall:
   1) Report to the site in full/proper uniform.
   2) Sign in and check in with site contact person.
   3) Call the security office upon arrival.
   4) Brief the relief security guard or other personnel regarding all problems or concerns at a particular site.
   5) Sign in on fire watch log sheet which is located in the main office.
   6) Perform patrol duties in accordance with Security Department instructions and S.F. Fire Department regulations. No other duties are allowed.
   7) Patrol the entire building and exterior grounds unless otherwise specified, at least once each hour.
   8) Record time and locations of patrol rounds.
   9) Remain on duty until officially relieved.
  10) Make reports as instructed.
  11) Maintain the Fire Watch Duty Sheet on his/her person at all times.
  12) Carry a two-way radio (walkie-talkie) so that the security guard and the school site contact can communicate throughout the shift.

e. **Intrusion Alarm Monitoring and Dispatch Services.** Contractor shall provide Intrusion Alarm Monitoring and Dispatch Services, and ensure that the security guards assigned to such services shall perform such duties consistent with the following requirements:
   1) Security guards shall report to the site in full/proper dress uniform.
   2) Security guards shall be trained and able to maintain both written and computer-typed logs in a competent manner.
   3) Security guards shall be responsible to monitor and operate both Closed-Circuit Television (CCTV), also known as Video Camera System and the security computer systems, and respond to security issues by following the proper protocol.

f. **Special Events/ Access Control Security Services.** As requested by District, Contractor shall provide security for special events, access control, parking control and/or crowd control at various times. Contractor shall ensure that security guards assigned to such access control, parking control and/or crowd control shall:
   1) Provide a visible presence to act as a deterrent to potential criminal activities.
   2) Meet and greet individuals seeking access to the building or function in order to provide directions or to record identity for entry.
   3) Patrol and/or direct traffic as necessary to provide continuous flow of traffic and/or to deter potential vehicle thefts and/or observe and report criminal suspects.
   4) Provide physical presence for immediate response to emergency conditions.
   5) Report all unusual occurrences.

g. **Mobile Patrol Security Services.** Contractor shall provide Mobile Patrols to drive between two or more District schools and/or administrative sites in order to conduct
exterior/interior surveillance.

1) Mobile Patrols shall consist of Contractor-provided and appropriately-marked patrol vehicles clearly identifying the Contractor’s company name on both the passenger-side and driver-side of the vehicles.

2) Contractor shall ensure that its security guards shall not engage in pursuit, traffic stops or other police actions in providing services under this Agreement. Contractor shall ensure that its security guards are trained and instructed that they are not authorized to engage in pursuit, traffic stops or other police actions in providing services under this Agreement.

3) Contractor shall provide fully insured and reliable vehicles in working order for Mobile Patrols to be provided under this Agreement. Contractor shall ensure that each Mobile Patrol shall be provided with a fully functional one (1) million candle watt spotlight at all times.

h. **Nighttime Security Services.** Contractor’s pricing shall be straight time for security services provided during the night versus such services provided during daytime hours, except to the extent that another express provision of this RFP/Contract, or applicable legal or regulatory requirement, applies to require otherwise.

i. **Parking of Off-Duty Patrol Vehicles.** Contractor shall be responsible for the acquisition of, and payment of the costs of, parking its patrol vehicles used in the performance of this RFP/Contract when such vehicles are not on duty for the District pursuant to this RFP/Contract. If the District has a fee-based parking place available for Contractor’s use during such off-duty hours, and Contractor wishes to use that parking place, Contractor shall pay District the fee.

5. **ADDITIONAL CONTRACTOR RESPONSIBILITIES**

a. **Additional Contractor responsibilities include but are not limited to the following:**

1) Contractor shall employ and assign to the District only those individuals who are qualified, trained, and licensed to perform security services pursuant to this Agreement.

2) Contractor shall own or otherwise provide all vehicles, equipment and supplies or other materials necessary for the performance of this Agreement by Contractor and its employees.

3) Contractor and its employees shall immediately report all criminal activity witnessed or discovered to the appropriate law enforcement agency and District authority.

4) Contractor and its employees shall respect the job rights of District employees and the legal rights of vendors and visitors to District sites.

5) Contractor will exercise reasonable professional judgment and caution in responding to or discovering unsafe conditions, emergency situations and/or criminal activity. The Contractor will be solely responsible for providing training of all security patrol staff in appropriate responses to such conditions.

6) The District operates an electronic intrusion alarm system at all schools and administrative sites. The Contractor shall monitor the intrusion alarm system with uniformed security guards who have the appropriate training, experience, and certification necessary to dispatch the police and District-supervised alarm response personnel.

7) Contractor may be compelled to provide a Shift Supervisor whose sole responsibility will be to routinely visit each District site where a security guard is assigned in order to ensure compliance with patrol procedures and to conduct secondary or ancillary patrols as necessary.
8) At District's request, Contractor shall remove any security guard from assignment to District premises at any time, and for any reason whatsoever, and Contractor shall provide an immediate replacement. Failure to provide staffing as required by this RFP/Contract will result in liquidated damages against the Contractor. Liquidated damages will be three times the Contractor's hourly rate for each unstaffed position.

9) The District may require security guards to deactivate/activate intruder alarms and secure buildings as necessary to complete their rounds. Security guards shall comply with any written procedures provided to Contractor by the District's Security Department regarding the setting and resetting of such alarms. The Contractor shall be responsible for any costs incurred by the District necessitated by a security guard's failure to appropriately activate/deactivate an intruder alarm or alarms.

10) Contractor shall be required to provide security guards assigned to the District who possess effective English language communication skills.

11) Contractor shall provide daily security reports that are legible and complete. Contractor's supervisory personnel may be required to review and sign these reports prior to submission to the District. The District reserves the right to reject and return reports to Contractor for additional information or clarification of same, which Contractor shall provide.

12) Contractor shall provide appropriate training to Contractor personnel assigned to the District regarding standard and school-related security services including but not limited to: fire safety, Cardio-Pulmonary Resuscitation (CPR), California Penal Code section 832 (regarding search and seizure), and identification of illegal or controlled substances.

13) Contractor shall ensure that all Contractor personnel assigned to the District are familiar with relevant State laws including but not limited to California Penal, Fire, Health and Safety, Education and Vehicle codes.

14) Contractor shall ensure that all security guards assigned to the District possess all required permanent and current State of California mandated certification(s), and that said security guards are licensed by the California State Department of Consumer Affairs. Contractor shall ensure that all of its security guards are fully bonded.

15) All security guards shall be employees of the Contractor and the hiring, training, equipping, supervising, directing and discharging of all Security Guards shall be the responsibility of the contractor. Contractor shall be responsible for the payment of federal, state and local taxes that may apply to Contractor's provision of services under this Agreement, including but not limited to social security benefits, unemployment compensation taxes, overtime wages, and any other legally-required employer obligations for its employees. Contractor will also be responsible for any unauthorized use of District telephones or equipment by its employees.

16) Contractor shall provide digital Detex systems, including bar code and bar reader, to document patrol activities at all designated District sites. Contractor shall maintain reports of all Detex rounds and activities and shall review such reports daily. Contractor shall provide copies of all such reports on a weekly basis to the District's designee for review. Upon the District's future determination and request, such reports may be required on a more frequent basis. The Contractor shall then provide copies of the reports, as requested, on a daily or more frequent basis.

17) The District may require commencement or termination of security guard services to a particular District site or sites with as few as four (4) hours’ notice to Contractor.

18) Contractor is responsible for procuring and maintaining Motorola model
MTX or XTS two-way radios for on-site and mobile patrol officers and for special events. Radios are to be compatible for use on the existing Motorola 800 MHz truncated radio system operated by the District.

19) Contractor is responsible for reviewing all computer graphics display data, event narratives and all other received security information. Contractor is responsible for promptly dispatching its mobile patrols, notifying the District's designated alarm response personnel and/or the S.F. emergency response agencies (e.g. police department, fire department, etc.). Contractor must also advise and update the District's security response personnel upon the arrival of such personnel at District sites.

20) Contractor is responsible for contacting and dispatching the District's Buildings & Grounds (B&G) maintenance personnel according to the protocol provided by the District and as directed by the appointed District personnel.

21) Contractor is responsible for preparing, completing, maintaining and submitting reports, forms, logs, files and event data required by the District during the term of this Agreement. This includes but is not limited to the following: Computerized Daily Activity Report, Shift Activity Report, Incident Report, Work Order Report, Visitor log, Sign-In sheet.

22) Contractor is responsible for processing requests, in person, by telephone, or by other means, from authorized District personnel seeking authorization to enter sites which are secured by intrusion alarm systems, as detailed in this Agreement or according to any updated protocol that may be provided to Contractor in writing by the District. Contractor shall verify the identity of the District staffer requesting entrance, and if the access information is correct, shall deactivate any alarms, provide the requested access, and record the entry in the appropriate log/report.

23) Contractor is responsible for periodically performing various system tests to ascertain proper operation. Contractor shall prepare reports and shall advise the District liaison or designee as to any operational defects discovered.

24) Contractor is responsible for monitoring and, if necessary, directing the activities of on-site and mobile patrol officers.

6. RECORD KEEPING

   a. Contractor shall maintain accurate and complete reports, forms, logs, or other tracking instruments, on paper or electronically, regarding the products/services to be provided under this RFP/Contract in the form, format and timeline requested by the District after consultation with Contractor.

7. INVOICING

   a. Contractor shall submit invoices to the District bi-weekly (every two weeks) for products/services provided, with an electronic and/or hard copy to the District's Security Department, located at 834 Toland Street, San Francisco, CA, 94124.

   b. Contractor's failure to provide satisfactory invoicing and supporting information and documentation as required may result in delay of payment or non-payment.

   c. The invoices shall be based on actual hours of services provided broken down by applicable hourly rate for the applicable type of service, and sub-totaled by District site where the services were rendered. Contractor shall submit such invoices for a given bi-weekly period no later than five (5) working days after the end of the invoice period. In addition, invoices shall include the following information:

      1) Company name
2) Address and phone number
3) Description of services
4) Hours of services based on contract hourly pay rate
5) Date of services
6) Customer number
7) Invoice number
8) Invoice Period
9) Name of guard assigned
10) Total work hours
11) Invoice total amount
12) Employees’ sign-in and out timesheet
13) Business License number
14) Tax Id number
15) Status of Guard (Patrol, Standing or Dispatch Services)
16) Supervisor’s name attesting to the hours and location.

8. REPORTS
   a. Contractor shall provide the following reports to the District:
      1) Quarterly reports of the total hours of service provided by type of service and by site.
      2) Fiscal year-end report of total contractual expenditures by site.
      3) Other reports as required by the District.
Best Value Selection Process

The Evaluation Committee will tabulate scores as outlined in the Best Value Selection Process. They 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. The District reserves the right to reject all bids. The District also reserves the right to waive informalities and minor irregularities in bids received.

1. Qualification Categories The contract will be awarded to the “best value” procurement. In determining the award, the District will weigh proposals based on:

   1. Attachment A - Bid Sheet
   2. Attachment B - Reference Form
   3. Attachment C - Scope of work as described in Special Terms and Conditions Questionnaire
   4. Overall responsiveness to the RFP requirements

2. Evaluation Scoring The bids will be evaluated based on the following criteria.

<table>
<thead>
<tr>
<th>Qualification Categories</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment A - Bid Sheet</td>
<td>40</td>
</tr>
<tr>
<td>Attachment B - Reference Form</td>
<td>30</td>
</tr>
<tr>
<td>Attachment C - Scope of work as described in Special Terms and Conditions Questionnaire</td>
<td>30</td>
</tr>
<tr>
<td>Overall responsiveness to the RFP requirements</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
3. Evaluation Scoring Matrix

**Best Value Bid Proposal Scorecard**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Points Available</th>
</tr>
</thead>
</table>
| Attachment A - Bid Sheet | Lowest Total Per Year Cost = 40 points  
Second Lowest Total Per Year Cost = 40 x .75 = 30 points  
Third Lowest Total Per Year Cost = 40 x .50 = 20 points  
Second Lowest Total Per Year Cost = 40 x .25 = 10 points  
Fifth and Lower Total Per Year Cost = 0 points | 40 |
| Attachment B – Reference Form | Firm provides three verifiable references, at least one of which is a public K-12 school district. | 10 |
| | Firm demonstrates recent and substantial experience providing the same services to large K-12 Public Districts. | 20 |
| | References strongly demonstrate Firm’s ability to meet SFUSD’s needs as outlined in the Best Value Bid Proposal. | 10 |
| Attachment C – Scope of work as described in the Special Term and Conditions Questionnaire | Please describe your company’s experience working with Public K-12 School Districts, including the number of districts served and length of time working with these districts. | 5 |
| | Please describe the security services provided to the Public K-12 School Districts listed in question 1. Please provide as many details as possible regarding the types of services, scale, and details of operation. | 10 |
| | Please describe the total number of guards your company has that are trained to meet various regulatory requirements. Please provide the number of guards that are trained for On-site security patrol, special events/access control, mobile patrol, and dispatch. | 10 |
| | Please describe your core leadership team and their experience working with the K-12 market. Resumes may be attached to this form, but are not required. | 5 |
| Overall responsiveness to the RFP requirements | Response demonstrates Firm's complete understanding of SFUSD's program, priorities, and needs as described in the Best Value Bid Proposal, and demonstrates ability to perform services to the District's satisfaction. | 5 |
| | Firm demonstrates a satisfactory performance record, a satisfactory record of integrity and business ethics, and necessary organization, personnel, experience, accounting and operational controls, technical skills, equipment and facilities to meet SFUSD needs. | 5 |
## Best Value Points Scorecard

<table>
<thead>
<tr>
<th>Points</th>
<th>Quality of Response</th>
<th>Strengths</th>
<th>Weaknesses</th>
<th>Confidence in Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of available points</td>
<td>Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors.</td>
<td>Meets all requirements - numerous strengths in key areas</td>
<td>None</td>
<td>Very High</td>
</tr>
<tr>
<td>75% of available points</td>
<td>Addresses the requirements completely and some elements in an outstanding manner.</td>
<td>Meets all requirements - some strengths in key areas</td>
<td>Minor; not in key areas</td>
<td>High</td>
</tr>
<tr>
<td>50% of available points</td>
<td>Addresses most elements of the requirements.</td>
<td>Meets most requirements - some strengths provided</td>
<td>Moderate: does not outweigh strengths</td>
<td>Adequate</td>
</tr>
<tr>
<td>25% of available points</td>
<td>Meets some of the requirements.</td>
<td>Meets some requirements with some strengths</td>
<td>Exists in key areas: outweighs strengths</td>
<td>Low</td>
</tr>
<tr>
<td>0% of available points</td>
<td>Meets a few to none of the requirements.</td>
<td>Few or no clear strengths</td>
<td>Significant and numerous</td>
<td>None</td>
</tr>
</tbody>
</table>
## Attachment A – Bid Sheet

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Type of Security Service</th>
<th>Estimated Units (Hourly) Per Year</th>
<th>Bid Price Per Hour</th>
<th>Total Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>On-site security patrol</td>
<td>10,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Special Events/Access Control</td>
<td>2,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>Mobile Patrol</td>
<td>8,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Dispatch</td>
<td>7,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL PER YEAR COST:</strong></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
Attachment B – Reference Form

Bidders must be qualified and experienced in the type and volume of work specified. As proof of this, bidders must provide references from at least three (3) organizations to which bidder provides, or has provided similar services. **SFUSD requires that at least one reference is a K-12 Public School District, and prefers that all three references are K-12 Public School Districts.** The contacts provided must have direct knowledge of the bidder’s performance. Bidders must fill out every field in this References Form. Failure to submit this evidence may result in rejection of a bidder’s bid. If bidder wishes to provide additional references meeting these requirements, a copy of this form may be used.

1. **Organization (K-12 Public School District Required):**
   
   Contact (Name & Title): ________________________________
   
   Address: ___________________ City & State: ________________________
   
   Telephone: ___________________ Email: ________________________
   
   Description of the services (including volume, type, and dates) that bidder provided to the company:
   
   ______________________________________________________________________________________
   
   ______________________________________________________________________________________
   
   ______________________________________________________________________________________

2. **Organization (K-12 Public School District Preferred):**
   
   Contact (Name & Title): ________________________________
   
   Address: ___________________ City & State: ________________________
   
   Telephone: ___________________ Email: ________________________
   
   Description of the services (including volume, type, and dates) that bidder provided to the company:
   
   ______________________________________________________________________________________
   
   ______________________________________________________________________________________
   
   ______________________________________________________________________________________

3. **Organization (K-12 Public School District Preferred):**
   
   Contact (Name & Title): ________________________________
   
   Address: ___________________ City & State: ________________________
   
   Telephone: ___________________ Email: ________________________
   
   Description of the services (including volume, type, and dates) that bidder provided to the company:
   
   ______________________________________________________________________________________
   
   ______________________________________________________________________________________
   
   ______________________________________________________________________________________
Attachment C - Scope of work as described in Special Terms and Conditions Questionnaire

1. Please describe your company’s experience working with Public K-12 School Districts, including the number of districts served and length of time working with these districts.

2. Please describe the security services provided to the Public K-12 School Districts listed in question 1. Please provide as many details as possible regarding the types of services, scale, and details of operation.
3. Please describe the total number of guards your company has that are trained to meet various regulatory requirements. Please provide the number of guards that are trained for On-site security patrol, special events/access control, mobile patrol, and dispatch.

4. Please describe your core leadership team and their experience working with the K-12 market. Resumes may be attached to this form, but are not required.
ORGANIZATION/PROFESSIONAL SERVICES CONTRACTOR AGREEMENT

This Contractor Contract ("Agreement" or "Contract") is dated for convenience as of INSERT TODAY'S DATE, between the San Francisco Unified School District ("District") and INSERT LEGAL/OFFICIAL NAME OF CONTRACTOR ("Contractor"). The District and Contractor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

WHEREAS, absent an exception or exclusion, competitive solicitation is required when contracting for Goods and Services in excess of the State bid limit, adjusted annually for inflation;

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District desires Contractor to provide the services as detailed herein, and

WHEREAS, Contractor represents itself able and, for a consideration, willing to perform the services for/at INSERT NAME OF SITE/DEPARTMENT

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. SERVICES.
Contractor agrees to perform the services provided for in the attached APPENDIX A ("Scope of Work or Services").

2. TERM; EFFECTIVE DATE.
This Agreement shall become effective only upon approval and/or ratification by the District's Board of Education in an open, noticed meeting, proper execution by the Parties and certification by the Chief Financial Officer as to the availability of funds. The term for these Services shall commence on INSERT FIRST DAY OF SERVICE shall expire on INSERT LAST DAY OF SERVICE.

3. COMPENSATION.
Compensation to Contractor shall not exceed INSERT CONTRACT DOLLAR AMOUNT IN WORDS dollars ($INSERT CONTRACT DOLLAR AMOUNT IN NUMBERS ). The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached APPENDIX B ("Schedule of Fees and Charges").

4. AVAILABILITY OF FUNDS; BUDGET AND FISCAL PROVISIONS; TERMINATION IN THE EVENT OF NON-APPROPRIATION
a. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement.

b. The amount of the District’s obligation hereunder shall not at any time exceed the amount herein stated.

c. The District has no obligation to renew this Agreement after expiration of its term.

d. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.

e. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

5. DISALLOWANCE
a. If Contractor claims or receives payment from the District for a service that is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed
amount to the District upon the District’s request. At its option, the District may offset the amount disallowed from any payment due or that may become due to Contractor under this Agreement.
b. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal or state programs. Contractor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

6. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES
Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a Contractor, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty of up to ten thousand dollars ($10,000) for each false claim. A person will be deemed to have submitted a false claim to the District if the person:
a. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;
b. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;
c. conspires to defraud the District by getting a false claim allowed or paid by the District;
d. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
e. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
g. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or
h. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

7. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK
No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Contractor without delay at no additional cost to the District.

8. RESPONSIBILITY FOR EQUIPMENT
The District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, even though such equipment be furnished, rented or loaned to Contractor by the District.

9. TAXES
Contractor shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

10. INDEPENDENT CONTRACTOR
a. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or its agents and employees.
b. Any terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as the means by which such a

Page 2 of 16
result is obtained. The District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or its agents and employees.

c. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District’s payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement. Contractor shall refund any amounts necessary to effect such reduction.

11. **INDEMNIFICATION**

Contractor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively “Claim”), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement by Contractor and/or Contractor’s agents, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of Education Code section 45125.1 and/or disclosure of confidential information which might be obtained by Contractor or Contractor’s agents in the performance of this Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any Claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Contractor or Contractor’s agents.

12. **INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his or her agents, representatives or subcontractors. Specifics regarding the amount and type of insurance are set-forth in the attached **APPENDIX C** (“Insurance Requirements”).

13. **LIABILITY OF DISTRICT**

DISTRICT’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED TO CONTRACTOR UNDER THIS AGREEMENT. DISTRICT SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, IN CONNECTION WITH THIS AGREEMENT.

14. **DEFAULT**

Contractor shall be in default if Contractor: (a) fails to perform any term, covenant, or condition contained in this Agreement; (b) files or is the subject of a petition for bankruptcy or insolvency; or, (c) has a court-ordered receiver or trustee appointed with respect to Contractor’s assets.

15. **REMEDIES**

If a default has occurred and is continuing, the District may, in its sole discretion, and individually or in combination with any other remedy:

a. Terminate this Agreement upon ten or fewer days’ written notice at the discretion of the District. District shall specify the date of termination in its written notice of termination for default. Contractor shall be paid for services satisfactorily rendered through the date of termination;

b. Offset the amount of any outstanding liability of Contractor against funds otherwise due and owing hereunder or any other agreement with Contractor;

c. Withhold funds due hereunder;

d. Cure the default, in which event all amounts expended by the District in effecting such cure shall be payable upon demand, with interest from the date of incurrence at the maximum rate permitted by law; and/or

e. Exercise any other remedy available by law.
16. TERMINATION
   a. It is expressly understood and agreed that in an Event of Default by the Contractor under this Agreement, this Agreement may be terminated for cause by the District and all the Contractor’s rights hereunder ended. Termination for cause shall be upon ten (10) days written notice, and no work will be undertaken by Contractor after receipt of the notice of termination for cause, with the exception of actions necessary to effectuate the termination.
   b. It is further understood and agreed that the District may terminate this Agreement for the District’s convenience and without cause at any time by giving the Contractor thirty (30) days written notice of such termination.
   c. Upon receipt of any notice of termination of this Agreement, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by District in a manner that minimizes the liability of Contractor and District to third parties as a result of termination. All such actions shall be subject to prior approval by District and shall include, without limitation: canceling orders, assigning interests to the District, settling outstanding liabilities and claims, securing and safe-guarding District property, and halting or completing services in the manner specified by the District.
   d. In no event shall District be liable for costs incurred by Contractor or any of its subcontractors after the effective date of termination, except for those costs specifically approved by the District as necessary to effect the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys’ fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest.
   e. Within thirty (30) days after the effective date of termination, the Contractor will submit an itemized invoice detailing the unpaid costs incurred for the services rendered pursuant to this Agreement up to the effective date of termination. The District’s payment obligation under this Section shall survive termination of this Agreement. Upon payment of approved charges under such invoice by the District, the District shall be under no further obligation to the Contractor, monetarily or otherwise.

17. NOTICES
   Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the Party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such Party as follows:

NOTICE TO THE DISTRICT:

<table>
<thead>
<tr>
<th>SITE/DEPARTMENT</th>
<th>INSERT NAME OF SITE/DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEAD OF SITE/DEPARTMENT</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON</td>
<td></td>
</tr>
<tr>
<td>STREET ADDRESS</td>
<td></td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
<td>San Francisco, CA</td>
</tr>
<tr>
<td>TELEPHONE</td>
<td>(415)</td>
</tr>
<tr>
<td>EMAIL ADDRESS</td>
<td></td>
</tr>
</tbody>
</table>

NOTICE TO THE CONTRACTOR:

<table>
<thead>
<tr>
<th>CONTRACTOR NAME</th>
<th>INSERT LEGAL/OFFICIAL NAME OF CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT PERSON</td>
<td></td>
</tr>
<tr>
<td>STREET ADDRESS</td>
<td></td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE</td>
<td>( )</td>
</tr>
<tr>
<td>EMAIL ADDRESS</td>
<td></td>
</tr>
</tbody>
</table>
Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section.

18. CRIMINAL BACKGROUND CHECK/SUBSEQUENT ARREST NOTIFICATION REQUIREMENTS

a. Criminal Background Check

1) Throughout the term of this Agreement, if Contractor or any of its employees, agents or volunteers that Contractor hires or assigns will have more than limited contact with SFUSD students, Contractor is required to comply with the criminal background check provisions of Education Code Section 45125.1. Contractor must conduct criminal background checks through the California Department of Justice (CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks, and must obtain subsequent arrest notification (as below), for all Contractor employees, agents, and volunteers who will have more than limited contact with District students pursuant to this Agreement.

2) Contractor certifies that no Contractor employee, agent or volunteer who has been convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Contractor’s proximity to children or services to the District inappropriate, shall have contact with District students under this Agreement. This prohibition does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under Education Code Section 45122.1.

3) It is the Contractor’s sole responsibility to comply with the CDOJ fingerprint and criminal background investigation requirements and maintain compliance throughout the duration of this Agreement.

4) The District will not be responsible for the costs of the criminal background checks.

5) Contractor’s employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check and subsequent arrest notification requirements.

6) If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students, the District Administrator supervising this Agreement will be required to affirm that Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement. The District’s determination shall control.

b. Subsequent Arrest Notification

1) In addition to the initial criminal background check, Contractor will obtain from CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have more than limited contact with District students pursuant to this Agreement. District shall not be responsible for the costs associated with the subsequent arrest notifications.

2) Upon receipt of notice that any of its employees, agents, or volunteers who will have more than limited contact with District students pursuant to this Agreement has been arrested or convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section...
44010, or a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Contractor's proximity to children or services to the District inappropriate Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with District students pursuant to this Agreement, and Contractor will immediately notify the District of such arrest.

3) Without limiting any other available legal remedies, failure by Contractor to comply with this Section may result in termination of this Agreement at the District's sole discretion.

c. Contractor certifies that it will comply with all CDOJ fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq., and maintain compliance throughout the duration of this Agreement with SFUSD.

d. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

19. TUBERCULOSIS SCREENING REQUIREMENTS
   a. California law requires that school consultants working with students be free of infectious tuberculosis (TB).
   b. If Contractor, its employees and/or sub-Contractors (“Contractor Parties”) shall or may be on a District school site and have contact with District students three or more times per month during the term of this Agreement, then Contractor shall at all times during the duration of the Agreement maintain compliance with the tuberculosis (“TB”) certification requirements as set forth herein.
   c. Contractor shall maintain on file documents confirming that Contractor Parties received a TB test or TB assessment that complies with the requirements of California Education Code section 49406. These documents shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit. Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied.
   d. All costs to comply with the TB certification requirements are the Contractor's responsibility.
   e. Contractor shall indemnify, defend and hold harmless the District and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any failure to comply with these TB certification requirements.
   f. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

20. CALIFORNIA STATE TEACHERS RETIREMENT SERVICES - POSTRETIREMENT EARNINGS LIMIT
   a. A school district is required to report post-retirement earnings to CalSTRS for retired members who perform creditable service whether the retired member was compensated as an employee of the district, independent contractor or employee of a third party.
   b. When a retired member's earnings exceed the fiscal year limitation, their retirement benefit will be reduced by the amount earned over the annual limit.
   c. The amount reduced may be equal to their monthly retirement benefit payable but shall not exceed the annual retirement benefit payable to the member.
   d. Contractor certifies that it is cognizant and fully informed of regulations regarding Postretirement Earnings Limits applicable to retirees from California State Teachers Retirement Services (CalSTRS). (California Education Code Sections 22714, 24114, 24116, 24214, 24214.5 and 24215.)
   e. **Contractor shall inform the District if owner and/or their employees is a retired member of CalSTRS before receiving payment for services under this Agreement, and all post-retirement earnings shall be reported to CalSTRS.**
   f. Contractor shall indemnify, defend (by counsel reasonably acceptable to the District) and hold harmless the District and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any failure to adhere to CalSTRS regulations applicable to retirees Postretirement Earnings Limit.
21. **CONFLICT OF FINANCIAL INTEREST**

   a. It shall be Contractor's responsibility to know, and comply with, all requirements of California law pertaining to Conflicts of Financial Interest in contracting with public agencies. It is the obligation of the Contractor to determine whether or not participation in a contract may constitute a conflict of interest. While the District staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify the District immediately if it finds that a potential conflict may exist.

   b. Contractor certifies that it has read, understood and will comply with conflict of interest laws and regulations, set-forth in Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270 / Conflict of Interest.

   c. Contractor certifies that it is familiar with the provisions of set-forth in Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270; certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement. Please refer to the following links for the complete text of Board Rule and Procedure 9270 and Appendix to Board Rule and Procedure 9270: (right click to open link)
   
   http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AGULT477D602  
   http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AWU6KM1553E4

22. **NON DISCRIMINATION**

   The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing services to the District, it is Contractor's obligation to comply with Board Policy 0410 / Nondiscrimination in District Programs and Activities, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services Contractor will provide to the District under this Agreement include the provision of services to students, Contractor further understands and agrees that, in providing such services to the District, Contractor shall comply with Board Policy 6141 / Curriculum Development and Evaluation, which recognizes that the District's curriculum may sometimes include instruction related to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. The services provided by Contractor shall not reflect adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. By signing this Agreement, Contractor certifies that its programs, activities, and practices are free from discrimination and that it shall strictly adhere to and comply with District policies. Please refer to the following links for the complete text of Board Policy 0410 and Board Policy 6141: (right click to open link)
   
   http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=B4T49X7AED0E  
   http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AGP2W9042347

23. **PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION**

   a. Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to proprietary and/or confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect
its own proprietary and/or confidential information and in no case less than a reasonable standard of care.

b. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential. Contractor is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws otherwise permits access to confidential student information applies. **Even if access is permitted, Contractor shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement.** Contractor shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.

c. **Use of Confidential Student Data for Program Evaluation/Studies.** Contractor’s access to and use of confidential student data for purposes other than provided for under this Agreement requires **prior written approval** from the District’s Office of Research, Planning and Accountability ("RPA"). Contractor must complete and submit a Research Application to RPA and if RPA approves the Research Application, Contractor must also execute a Data Use and Confidentiality Agreement ("DUA") with RPA.

d. Within thirty (30) days of the termination or expiration of this Agreement, if no subsequent agreement is in place between the Parties to allow Contractor to have access to the District’s confidential student data, then any such data that is in the possession of Contractor shall be confidentially and securely returned to District in all forms in which the Contractor is holding such data, including, if applicable, in a computer-readable format. Once such data is received by District, and, if applicable, District confirms that the computer-readable format is indeed readable, Contractor shall securely destroy any remaining copies of the data that it holds in any form or media within fourteen (14) days of such confirmation from District. Contractor shall destroy all such data utilizing a method of secure destruction that renders such information unreadable, such as shredding or burning, erasure of magnetic media, electronic deletion using file shredding software, or other industry-standard method of secure destruction. Upon request, Contractor shall provide District with written certification that such destruction has occurred.

e. The confidentiality provisions of this Section shall survive the termination or expiration of this Agreement.

24. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**
Contractor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation including without limitation Section 504 of the Rehabilitation Act. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its agents or assigns will constitute a material breach of this Agreement.

25. **MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT**
If Contractor will provide services at a school site and works with District students pursuant to this Agreement, Contractor is a mandated reporter of suspected child abuse or neglect under California Penal Code section 11165.7, and Contractor will submit reports of suspected child abuse or neglect to Child Protective Services (CPS) as required by law. (Cal. Penal Code section 11165.7, e.g. subsections (a) (7) and (a) (8); Sections 11164 and sequential.) Contractor shall maintain copies of such reports. Contractor is requested, but is not required, to notify the District school site administrator when a CPS report has been filed.

26. **OWNERSHIP OF RESULTS**
Any newly-developed plans, specifications, studies, reports, memoranda, computation sheets, computer data files or other materials in any form or media prepared by Contractor in connection with services performed under this Agreement ("Results") shall be the property of and be promptly transmitted to the District. The District hereby grants to Contractor a non-exclusive, irrevocable, royalty-free license to reproduce, modify,
edit, create derivative works based on, and otherwise use the Results. The Parties acknowledge and agree that the Contractor retains and exclusively owns all rights, title and interest in and to the intellectual property rights owned or developed by the Contractor prior to the date of this Agreement or outside of the scope of the services provided pursuant to this Agreement.

27. **AUDIT AND INSPECTION OF RECORDS**
Contractor agrees to maintain and to permit the District to audit, examine and make copies, excerpts and transcripts of all records including without limitation accurate accounting books and records, invoices, timesheets, documents, reports, student records, payroll and personnel records and other materials and data related to Contractor’s performance of this Agreement, whether funded in whole or in part under this Agreement. The Contractor shall maintain such records and data in an accessible location and condition for a period of not less than five (5) years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

28. **SUBCONTRACTING**
Contractor is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of the District.

29. **ASSIGNMENT**
It is understood and agreed that the services to be performed by the Contractor under this Agreement are personal in character and neither this Agreement, nor any duties or obligations hereunder, shall be assigned or delegated by the Contractor without the prior written consent of the District.

30. **WAIVER**
Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

31. **DISPUTE RESOLUTION**
Prior to any action or resort to any other legal remedy, District and Contractor agree to exercise reasonable efforts and to negotiate in good faith to resolve to the satisfaction of the Parties any dispute that may arise concerning the performance by either Party of its obligations under this Agreement.

32. **COMPLIANCE WITH LAWS**
Contractor shall keep itself fully informed of the applicable federal, state and local laws affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

33. **MODIFICATION OF AGREEMENT**
Any amendment or modification to this Agreement shall be by written instrument and shall only be effective upon execution by the duly authorized representatives of the Parties and approval or ratification by the Board of Education in an open, noticed meeting.

34. **USE OF NAME; MARKETING**
Excluding a simple statement or acknowledgement that Contractor has a written agreement with the District, Contractor will not use the name, marks or logos of the District in any planned advertisement, press release, or other planned publicity or marketing materials, in any form or media, without the prior written approval of the District. Notwithstanding the foregoing provisions of this Section, nothing in this Section shall infringe upon the First Amendment rights of either Party.

35. **GOVERNING LAW; VENUE**
This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules. The venue for all litigation relative to this Agreement shall be San Francisco, California.
36. **SECTION HEADINGS**
The section headings contained herein are for convenience of reference only and are not intended to define the scope of any provision of this Agreement.

37. **ENTIRE AGREEMENT**
This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by the Parties to this Agreement. In the event of any inconsistency between the terms of this Agreement and language set forth in any Appendix to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms.

38. **EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS**
   a. Original copies of this Agreement shall be executed by the respective Party’s authorized signatories.
   b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other.

39. **SEVERABILITY**
If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

40. **APPENDICES.**
The Appendices set-forth below and attached hereto are an integral and definitive part of this Agreement and are incorporated herein by this reference. In signing this Agreement, Contractor certifies that it will comply with all laws, regulations, and SFUSD Board Policies referenced in the Appendices; affirms that it is familiar with the laws, regulations, and SFUSD Board Policies referenced in the Appendices; certifies that it does not know of any facts that constitute a violation of any such laws, regulations, and SFUSD Board Policies contained therein; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.

<table>
<thead>
<tr>
<th>Appendix A - Scope of Work or Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix B - Schedule of Fees and Charges</td>
</tr>
<tr>
<td>Appendix C - Insurance Requirements</td>
</tr>
</tbody>
</table>

(Continued on next page)
41. STUDENT CONTACT DISCLOSURE

Will Contractor have **MORE THAN LIMITED CONTACT** or **FREQUENT OR PROLONGED CONTACT** with District students in the performance of this Agreement?  
*Check one:*

- [ ] **YES**
- [x] **NO**

If **YES**, Contractor must comply with the requirements of Sections 18 and 19 prior to Board ratification or approval.

---

I have reviewed and affirm that the Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement.

---

**INSERT NAME OF SITE/DEPT ADMINISTRATOR**  
**INSERT TITLE OF SITE/DEPT ADMINISTRATOR**

Date: **INSERT DATE SIGNED**

---

IN WITNESS WHEREOF the Parties hereto have executed this Agreement, to be effective upon approval or ratification by the District’s Board of Education on ____________.

---

**INSERT LEGAL/OFFICIAL NAME OF CONTRACTOR**  
**SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

APPROVED:

---

BY: ____________________________  
Authorized Signature  
**INSERT NAME OF AUTHORIZED SIGNATORY**  
**INSERT TITLE OF AUTHORIZED SIGNATORY**

---

Information regarding Contractor:  
(✔ one and complete W-9 on following page)

Type of Business Entity:

- [ ] Individual, no Employees  
- [ ] Sole Proprietorship  
- [ ] Partnership  
- [ ] Limited Partnership  
- [ ] Corporation, State:  
- [ ] Limited Liability Company  
- [ ] Other:

---

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

APPROVED:

---

BY: ____________________________  
**INSERT NAME**  
Deputy Superintendent, **INSERT DEPT**  
Chief, **INSERT DEPT**  
Assistant Superintendent, **INSERT DEPT**

---

RECOMMENDED:

---

BY: ____________________________  
Signature of Site/Dept. Administrator  
**INSERT NAME OF SITE/DEPT ADMINISTRATOR**  
**INSERT TITLE OF SITE/DEPT ADMINISTRATOR**

APPROVED AS TO FORM:

---

BY: ____________________________  
Senior Deputy General Counsel  
(N/A if < bid threshold limit)

---

BY: __________________________________  
Meghan Wallace  
Chief Financial Officer

---

BY: __________________________________  
Contracts Officer
TAXPAYER INFORMATION – W9

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

<table>
<thead>
<tr>
<th>Purpose of Form</th>
<th>General Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Section references are to the Internal Revenue Code unless otherwise noted.</td>
</tr>
<tr>
<td></td>
<td>Future developments. For the latest information about developments related to Form W-9, and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.</td>
</tr>
<tr>
<td></td>
<td>Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN) or employers identification number (EIN) to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</td>
</tr>
<tr>
<td></td>
<td>• Form 1099-INT (interest earned or paid)</td>
</tr>
<tr>
<td></td>
<td>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</td>
</tr>
<tr>
<td></td>
<td>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</td>
</tr>
<tr>
<td></td>
<td>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</td>
</tr>
<tr>
<td></td>
<td>• Form 1099-S (proceeds from real estate transactions)</td>
</tr>
<tr>
<td></td>
<td>• Form 1099-K (merchant card and third party network transactions)</td>
</tr>
<tr>
<td></td>
<td>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</td>
</tr>
<tr>
<td></td>
<td>• Form 1099-C (canceled debt)</td>
</tr>
<tr>
<td></td>
<td>• Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</td>
</tr>
<tr>
<td></td>
<td>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later. (refer to <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a>)</td>
</tr>
</tbody>
</table>

---

1. Name (As shown on your income tax return) **Name is required on this line; do not leave this line blank.**

2. Business name /disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:
   - Individual/sole proprietor or
   - C Corporation  
   - S Corporation  
   - Partnership  
   - Trust/estate
   - Single-member LLC
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
   - Other (see instructions) ▶

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee Code (if any) ▶
   - Exemption from FATCA reporting code (if any) ▶

(Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions.

6. City, state, and ZIP code

7. List account number(s) here (optional)

---

Social security number

or

Employer identification number

---

Signature of U.S. person ▶

Date ▶

---

Form 1099-DIV (dividends, including those from stocks or mutual funds)
APPENDIX A

SCOPE OF WORK or SERVICES

Contractor agrees to provide the following services to the District:

INSERT HERE A DETAILED SCOPE OF WORK

- What services (in detail) will be provided:
- When will services begin and end:
- Where and How will services be provided:
- How many services will be provided:

(Note: Attachments will not be accepted; do not include Contractor’s written proposal in the Appendix A.)
APPENDIX B

SCHEDULE OF FEES AND CHARGES

CALCULATION OF CHARGES

Total Cost of the Agreement (Not to Exceed Amount) INSERT CONTRACT DOLLAR AMOUNT IN WORDS dollars ($INSERT CONTRACT DOLLAR AMOUNT IN NUMBERS).

The breakdown of charges shall be as follows for the services rendered pursuant to this Agreement:

The Rate of Pay Will be (Check off and complete one option):

☐ Contractor will work days week / hours per day for $ per day/

☐ Contractor will work hours / $ per hour

☐ Contractor will work classes. Each class will be minutes/hrs for $ class

☐ Contractor will be reimbursed for expenses not to exceed $ All expenses will be listed separately on submitted invoice(s) (This is for travel, mileage, reimbursement of items purchased etc. – receipts should be attached)

or

PROVIDE HERE A BREAKDOWN OF THE COSTS. THE COSTS SHOULD CORRELATE PAYMENT TO CONTRACTOR WITH PROVISION OF SERVICES AND TIMELINES DETAILED IN APPENDIX A. THE BREAKDOWN SHOULD LIST SEPARATELY AND IN DETAIL THE RATE(S) OF PAY, CHARGES, EXPENSES, ETC.

1. Compensation
   a. The Contractor’s fee set forth in this Agreement shall be full compensation for all of Contractor’s Services incurred in its performance of the services set forth in Appendix “A.”
   b. All reimbursements for supplies, materials, travel and/or mileage shall not exceed the amount set forth in the Agreement, and shall be listed separately and is subject to approval of the District.
   c. The Fee shall be paid as indicated below and the rate of pay shall not be changed for the term Agreement.

2. Method of Payment
   a. Contractor shall submit invoices in a format approved by the District
   b. Contractor shall submit invoices to the District via the District’s authorized representative. Upon receipt and approval of Contractor’s invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

--end--
INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his or her agents, representatives, employees or subcontractors.

**Note:** Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of Contractors regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with the District’s Risk Manager.

**MINIMUM SCOPE OF INSURANCE:**

1. For Organization/Professionals providing services to SFUSD (District wide) who receive, on an annual basis, $50,000 or less in compensation from SFUSD, no evidence of General Liability/Commercial Liability insurance is required (unless the services are deemed inherently risky). However, you will need to provide the following insurance certificates:
   - **Automobile Liability Insurance** — (If you are driving while providing the services of this contract.) With limits not less than One Million Dollars ($1,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. A waiver of the Automobile liability insurance requirements may be requested by Consultant through the District’s Contracts Office provided that Consultant will not use any automobiles in the performance of this Agreement. The parties understand and agree that the District shall rely upon the representations that the Consultant shall make in any such waiver.
   - **Workers’ Compensation Insurance** if Organization/Professional Liability Contractor has employees. The minimum as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. A waiver of the Workers’ Compensation insurance requirements may be requested by Contractor through the District’s Contracts Office provided that Contractor does not have any employees.

2. For Organization/Professionals providing services to SFUSD (District wide) who receive, on an annual basis, $50,001 or more in compensation from SFUSD, the following certificates evidencing insurance are required:
   - **Comprehensive/Commercial General Liability (CGL):** Insurance covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars ($1,000,000.00) per occurrence and a general aggregate in an amount twice the required occurrence limit, including coverages for Employers liability, contractual liability, personal injury, independent contractors, and sexual abuse and molestation. The Sexual Abuse and Molestation coverage will be waived, in the District’s sole discretion, if the Contractor has certified will have no contact with, or limited contact with, the District’s students in the performance of this Agreement.
     - **Additional Insured Status:** The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
     - **Primary Coverage:** For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance coverage as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
   - **Automobile Liability** Insurance with limits not less than One Million Dollars ($1,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. A waiver of the Automobile liability insurance requirements may be requested by Consultant through the District’s Contracts Office provided that Consultant will not use any automobiles in the performance of this Agreement. The parties understand and agree that the District shall rely upon the representations that the Consultant shall make in any such waiver.
Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2019-2020.v.8

- **Workers’ Compensation** (This is required for any Contractor that has employees, regardless of the cost of services under this Agreement): as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease.

- **Professional Liability** (Errors and Omissions Insurance) (This is needed if the contractor holds a professional license that is regulated by the state) appropriate to the Contractor’s profession, with limits no less than One Million Dollars ($1,000,000.00) per occurrence or claim, Two Million Dollars ($2,000,000.00) aggregate.

- **Claims Made Policies** *(note – applicable only to professional liability insurance policies)*
  
  If policy provide claims-made coverage:
  
  i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  
  ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
  
  iii. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to the contract effective date,* the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

**Broader Coverage and/or Higher Limits:** If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

**Waiver of Subrogation:** Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

**Notice of Cancellation**

Each insurance policy required above shall provide that *coverage shall not be canceled, except with notice to the District.*

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers**

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

**Verification of Coverage**

Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District within 30 days of completion of the executed contract. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances**

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

--end--