REQUEST FOR PROPOSAL
LIMITED IMPLEMENTATION OF VOIP SERVICES
PROPOSITION A 2016 BOND PROGRAM
PROJECT NO. 12068
RFP NO. VoIP_12068

MAIL OR DELIVER PROPOSALS TO
San Francisco Unified School District
Purchasing Department
RFP No. VoIP_12068
135 Van Ness Avenue, Room 310
San Francisco, CA 94102

PROPOSAL DUE DATE AND TIME
January 7, 2020 - 2:00 P.M. PST

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

This is a RFP pursuant to California Public Contract Code 20118.1: In accordance with the California Public Contract Code section 20118.1, the District may contract with any one of the three lowest responsible Bidders who, in the District's sole discretion, best meets the needs of the District as set forth in the Bid Documents.

- Please go to the following link to view and download the bid package. https://archive.sfusd.edu/en/doing-business-with-sfusd/current-rfps-rfqs-and-rfis.html
- Please look for "Limited Implementation of VoIP Services" section under "Current RFPs, RFQs, RFOs & RFIs". All related documents for this bid will be posted here.
- Competitive proposals for the specified material and/or service must be received by the San Francisco Unified School District, Purchasing Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, Bidders are required to respond according to the instructions contained in the RFP. Bidders will respond utilizing the format, forms and other criteria indicated in the RFP.
- Bidder responses that do not comply with the format, forms and other criteria indicated, will be rejected. The District reserves the right to refuse all proposals.
- Proposals transmitted by facsimile, email or other electronic communication will not be considered. Proposals received after the due date and time will be rejected.
- To preserve the integrity of this RFP, the Bidder is requested not to contact any individual, within the District, except those designated on the RFP, prior to the publication of the District's intent to award. Please note that inappropriate contacts by a prospective bidder may subject the bidder to disqualification from the contract award process.
- The District reserves the right to refuse any and all bids, and to waive any irregularities or informalities in any bid or in the bidding.
- The District reserves the right to amend this RFP as necessary.
- The District reserves the right to negotiate all terms, conditions, scope of work, and costs before award of contract.
List of Voice Over IP Implementation Services

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.

The District may award multiple vendors on the merit of the best value for equipment and/or services. The intent of the award of the proposal will be posted on the District’s website. The award resolution will be submitted for approval to the SFUSD Board of Education at the public Board meeting on Tuesday, January 28, 2020.

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RFP Timeline

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<th>Milestones</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Issue Date</td>
<td>12/25/19</td>
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### Submittal Requirements

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

**San Francisco Unified School District**  
**Purchasing Department**  
**RFP No. VoIP_12068**  
**135 Van Ness Avenue, Room 310**  
**San Francisco, CA 94102**

Proposals must be received by the due date and time specified in the timeline, Page 3, “RFP Submission Deadline at 2:00 p.m. PST”. Proposals received after the date and time indicated will be rejected.

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

- Proposal Identification Statement - Cover Letter
- The vendor should provide the organization name, mailing address, and primary contact information
- The response must contain all responses to the requirements in this RFP with the organization in the same format and order as presented in this RFP. The proposal price must include, but not limited to, professional services, labor, ongoing support, recurring costs, handling, installation, delivery, storage or any other applicable charges must be included in this response.
  - John Muir School Proposal
  - Dianne Feinstein School Proposal
  - Raoul Wallenberg School Proposal
Limited Voice Over IP Implementation Services
RFP NO. VoIP_12068

Department of Technology Proposal
Contact Center Software Proposal

- Customer References
- Planned Implementation Timeline
- Sample Billing Statement
- The proposer’s solution shall be “Turnkey” with all equipment, hardware, and software, implementation, training included without hidden costs.
- The turnkey solution shall include project management, full implementation of user assignments of device, extension, voicemail, handset, and equipment placement and implementation of relevant softphone or advanced feature sets.

Post Award Documents Required

1. Insurance certificates and endorsements
2. All other supporting documents as required by the District
3. Certification of authorized dealer for the proposed solution

Inquiries and Contacts

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

Susan Chan
Purchasing Department
RFP No. VoIP_12068
135 Van Ness Avenue, Room 310
San Francisco CA 94102
Tel. No. (415) 241-6468 ext. 1604
Fax No. (415) 241-6487
Email: chans1@sfusd.edu

All questions must be submitted in writing on or before the due date and time specified in the Timeline on Page 3, Pre-Proposal Question Submission Deadline. No questions/inquiries will be entertained after this date. The preferred communication is email, although questions/inquiries may be sent via regular mail or facsimile. All communication shall be sent to the purchaser’s attention and include the above highlighted information on the outside of the parcel/envelope.

Information for Bidders

Protest Procedures

A. Protest of Contract Award
   a. Within two (2) business days of the District’s issuance of a Notice of Intent to Award a contract under this RFP, all Contractors who submitted a responsive proposal shall be afforded an opportunity to review all responsive Proposals. This opportunity for review shall be for a limited time and only those authorized representatives of each responsive Contractor shall be given access.
   b. Within five (5) business days of the District’s issuance of a Notice of Intent to Award a contract under this RFP, any Contractor that believes that the District has incorrectly selected another bidder for award may submit a written notice of protest (hereinafter "protest" or "notice of protest") as provided for herein.
   c. The notice of protest must be in writing and include a written statement specifying in detail each and every reason asserted for the protest. The protest must be signed by an individual authorized to represent the protesting company. The protest should specify facts and evidence sufficient for the District to determine the validity of the protest.
B. Delivery of Protests

The notice of protest must be received by the District at or before 5:00 p.m. PST on the fifth (5th) business day after the Notice of Intent to Award. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests or notice of protests made orally (e.g. by telephone) shall not be considered. All protests must be delivered to:

Susan Chan
SFUSD Lead Purchaser
135 Van Ness Avenue, Room 310
San Francisco, CA 94102

C. Disposition of Protests

The protest procedures and time limits set forth herein are the sole and exclusive remedy in protesting any aspect of this RFP.

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.

Background and Overview

The San Francisco Unified School District, founded in 1851, is the seventh-largest school district in California, educating over 55,000 PreK-12 students every year. As of the school year 2016-17, SFUSD has 73 elementary and K-8 schools; 12 middle schools; 20 high and continuation schools; 17 transitional kindergarten schools; and 10 active charter schools authorized by the District. The District employs nearly 10,000 people, including substitutes. SFUSD’s mission is to provide each and every student the quality instruction and equitable support required to thrive in the 21st century. Our vision is that every student who attends SFUSD schools will discover his or her spark, along with a strong sense of self and purpose. Each and every student will graduate from high school ready for college and career and equipped with the skills, capacities, and dispositions outlined in SFUSD’s Graduate Profile.

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

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

Phone devices and Unified Communications are part of this mix of tools and systems that SFUSD employs to provide educators with the communications means to facilitate carrying out the District’s vision. At present, there are approximately 5000 devices deployed throughout the District and approximately 130 stand-alone PBX systems.

**Project Purpose and Expectations**

SFUSD is undertaking this project for the following reasons:

To modernize its current telecommunication systems. The last district-wide modernization occurred in 1989 an Executone system. The district has been incrementally rolling out Mitel infrastructure on an as needed basis.

A need to achieve a consistent and centrally managed telephony system, while gaining efficiencies and functionality born by VoIP technology.

Goal: At the end of the limited implementation phase, we will understand the needs of the district for a VoIP solution.

Steps: This limited implementation phase will allow three schools to implement the selected products and utilize six-months to evaluate the success of the rollout.

The purpose of this Request for Proposal (RFP) is to establish contracts on a competitive basis with qualified vendors to directly supply VoIP/ Unified communication services including but not limited to: the transmission of voice, data and/or video content; auto attendant, contact center, voice mail, and media gateways. Phone equipment, accessories, and devices must be included, as well as the related maintenance and support services.

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

The anticipated contract term will be for a one-year term beginning February 1, 2020, and ending on January 31, 2021, and may be extended for a period or periods of up to four (4) additional years by mutual agreement.

**Scope of Services**

SFUSD seeks a unified, managed hosted or on premise VoIP telecommunications system and services that provide the same and additional enhanced capabilities of the current phone system to one of three schools that are part of this limited implementation. Proposals should include all costs to implement the project with the following minimum specifications:

**Specifications for the new phone system:**

A. The proposer will provide a VoIP solution that can accommodate the expansion to at least 10,000 devices and users.
B. The proposer shall have the ability to register E911 address specific to a suite/room number (per DID/ext) and shall perform initial setup for all lines. 911 services must remain available at all times. Should the main internet connection to the system fail the vendor needs to provide failover to the PSTN or other backup routes to emergency services.
C. The proposer shall create an auto attendance for each site.
D. The proposer shall include setup for dial plan (call flow and routing).
E. The proposer shall include the option(s) for virtual fax.
F. The proposer shall include the option(s) for conference calling.
G. The proposer shall include voicemail to email transcription.
H. The proposer’s system shall support billing that allows easy tracking of what each site is using to support charging individual departments/school sites.

I. If the proposer is proposing a hosted voice (VoIP) environment it is the vendor’s solution (e.g. no “white labeling” another vendor’s voice solution).

J. The proposer system shall support the ability to do an all sites or all site Voice Announce via phone with a passcode.

K. If the proposer is proposing an on-prem solution, sites shall be able to fully function even if the core site is offline.

L. The proposer shall include Active Directory integration, with the ability to update phone directory with restrictions/additions via OUs.

M. The proposer shall provide a list of languages transcribable by the proposed technology, the district has a strong desire for multilingual transcription.

N. The proposer shall provide a softphone option, which runs on the district’s supported systems (Apple iOS, Mac, Chrome, Android, Windows).

O. The proposer’s service shall include wireless or POTS network backup to allow the voice to remain active during an internet outage (SFUSD understands that a power outage would affect internet-based voice services).

P. The proposer voice service (VoIP) shall have a web-based user interface with varying levels of administrative access and control.

Q. The proposer shall be expected to support QoS (quality of service) on a primary internet circuit already installed by SFUSD.

R. The proposer shall upgrade a small 15 user call center software with the proposer’s solution with integration into Zendesk, and create reports to on call volume, hold times, operator statistics, and transfer calls to other departments.

S. The proposer shall provide integration to the existing simplex analog paging/intercom system as part of their response. Any hardware required for the integration shall be included.

T. The proposer shall provide two end-user training sessions at each site selected to install using the implemented solutions, and one administration training, with at least one end-user training session provided on-site.

U. The proposer shall provide integration to the existing simplex analog paging/intercom system as part of their response. Any hardware required for the integration shall be included.

Summary of Requirements

The new unified Voice over Internet Protocol (VoIP) Phone service shall provide a uniform communication system for selected facilities and shall be expandable at the convenience of SFUSD. The new system shall provide a single system in terms of dialing, feature access, and administration. At the convenience of the District, the services may be reduced or increased and a subsequent addition or reduction of cost shall occur.

Feature Set

The list below is a partial list of features that have been requested. It is provided as a baseline and as a starting point for the expected operations of the system. SFUSD expects the successful vendor will have had experience with schools of SFUSD size and scope and will be able to provide consulting advice, input and insight into what other organizations are using and to provide suggestions that will enhance the usability and functionality of the system including recommended user training. Provide a planned implementation timeline. Please identify which features are standard and which are added cost.

- Unified Messaging with transcription.
- Fax/eFax Management/Fax to Email/Fax Server Automatic Call Back
- Remote Maintenance/Administration
- Call Waiting
- Voice Mail
• Call Forward Busy/No Answer
• Call Redirect
• Softphone Options and Features
• Call Hold/Release
• Music on Hold
• Call Park/Pickup
• Call Transfer
• Remote Handsets
• Calling Line ID Name & Number
• Call Waiting Caller ID Name & Number Multiple Call per Line Appearance
• Speaker Phone Capable
• Extension Dialing between Locations Auto/Speed Dial
• Numbers assigned to staff without handsets Auto Answering at certain hours of the day
• DTMF Integration with overhead paging
• Active Directory Integration
• Contact center to include browser support for click-to-call or contact lookup
• Contact center to support Supervisor/Peak-In feature
• Contact center to support auto logoff agent after set idle time
• Contact center to support time of day call routing
• Has the following key e911 features
  o Ability to register E911 address specific to a suite/room number (per DID/ext) Provider will perform initial setup for all lines.
  o 911 services must remain available at all times. Should the main internet connection to the system fail the vendor needs to provide failover to the PSTN or other backup routes to emergency services.
• On-prem systems will incorporate vendors’ business continuity best practices.
• Hosted solution should support connectivity over multiple providers or over existing SD-WAN solutions

It is the intent of this proposal to have a system that has failover capabilities in case of system failure and to have an acceptable level of redundancy in case of a power failure or other incidents. Please provide your solution to assure the system is operational 24/7/365.

Cable

The vendor will provide cable from the wall to the phone. As the installation is expected to be “in-line” with the handset/endpoint existing between the wall jack and a computer, any additional cabling will be provided by the vendor.

Service Level Objectives shall be:

• Network Availability – 99.99%
• Packet Delivery Rate – 99.99%
• 802.1d & 802.1q QoS service on the entire circuit.
• Network Latency: 150ms, one way (from speaker to listener).
• Mean Time to Repair 4 Hours, end-to-end, including local loop.
• Service shall have a Perceptual Evaluation of Speech Quality “PESQ” score range from -1 to 4.5, with the high range representing a perfect score.

Sites

John Muir Elementary School
• 25 classroom phones
• 2 executive phones
• 1 Operator phone with sidecar
• 1 local survivability device to connect to two POTS lines
- 2 Conference Phones
- Integration into Analog paging system

Raoul Wallenberg High School
- 54 classroom phones
- 4 executive phones
- 1 Operator phone with sidecar
- 1 local survivability device to connect to two POTS lines or equivalent
- 3 Conference Phones
- Integration into Analog paging system

Dianne Feinstein Elementary School
- 37 classroom phones
- 4 executive phones
- 1 Operator phone with sidecar
- 1 local survivability device to connect to two POTS lines or equivalent
- 2 Conference Phones
- Integration into Analog paging system

Contact Center
- Contact Center Software - 15 user license
- 15 knowledge worker phones

Department of Technology Staff
- 35 Users all with softphone access
- 35 wireless headsets
- 20 knowledge worker phones

Vendor Requirements
- Account team experienced with the public sector, large volume accounts. Team must be prepared to address the unique life/safety needs of a school environment.
- Designated customer service point(s) of contact, with a toll-free contact number. The vendor shall inform the District of any changes to contact information and the District will likewise inform the vendor of any changes to staff who are allowed account access.
- Designated end-user access to vendor-customer care and tech support online or via a toll-free number.
- Training on request for the District
- US-based technical support during SFUSD business hours
- Vendor shall have no record of unsatisfactory performance within the last 24 months of proposal date. Respondents who are or have been seriously deficient in current or recent contract performance shall be presumed to be unable to meet this requirement.
- If the proposed solution is a hosted solution, the proposer shall provide which call types are included. Free calling in the continental US is the minimum required. Free Calling to Hawaii, Alaska, Puerto Rico, Mexico and Canada included is preferred and preference is given for solutions that provide access to further countries. Please include all countries where free calling exists.

Request for Customer References

The vendor must provide at least three references from customers who meet the following criteria. Provide a contact name, title, company name, address, phone number, email address, and a brief description of the project:
- Scope of project similar to the requirements outlined in this RFP;
- Work is currently underway or was completed within the last three years
Contract

A. The form of agreement ("Contract") is the document the selected firm will be expected to execute, regardless of the scope or volume of work awarded. The General Terms and Conditions and all Appendices and/or Exhibits that are a part of the Contract are not negotiable. In the event you have any clarifying questions about the Contract, please submit them in written form before the deadline for submission of written questions and the District will respond accordingly.

B. If selected, your firm must agree to the terms and conditions stated in the Contract, which will incorporate by reference all aspects of the RFP and your submitted Proposal.

C. Contract for solutions provided by Value Added Reseller use "Attachment A - Organization/Professional Services Contractor Agreement" and Hosted Solutions use "Attachment B - Software Subscription and Support Services Agreement".

D. This project does not require a performance bond at this time. The selected vendor for the implementation phase of the VoIP District-Wide project shall provide a performance bond. The vendor must furnish the District a performance bond equivalent to $50,000.00 (fifty thousand dollars) within fifteen (15) days after notification of intent to award the contract. Bond must be for one (1) year, to be issued annually for the term of the contract. Bond must be in the form provided (see Attachment C).

Best Value Scoring

1. Proposals may earn a maximum of 1,000 best value points, as indicated in the table below.
2. Each scope of work shall be evaluated separately, and Contractors who propose multiple scopes of work may earn different best value scores for each scope of work.

<table>
<thead>
<tr>
<th>Best Value Points</th>
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<tbody>
<tr>
<td>Value Category</td>
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<tr>
<td>Prior Relevant Experience</td>
</tr>
<tr>
<td>Completeness of Solution</td>
</tr>
<tr>
<td>Cost</td>
</tr>
<tr>
<td>Support and Training</td>
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<tr>
<td>Total</td>
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</tbody>
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3. Each best value category shall be scored separately using the scoring guide below.

<table>
<thead>
<tr>
<th>Scoring Guide</th>
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<tbody>
<tr>
<td>QUALITY OF RESPONSE</td>
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<tr>
<td>EXCEPTIONAL RESPONSE</td>
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<tr>
<td>Addresses the requirements completely,</td>
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<tr>
<td>Criteria</td>
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<tr>
<td><strong>GOOD RESPONSE</strong></td>
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<tr>
<td><strong>ADEQUATE RESPONSE</strong></td>
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<tr>
<td><strong>MARGINAL RESPONSE</strong></td>
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<tr>
<td><strong>INADEQUATE RESPONSE</strong></td>
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**Criteria for Best Value Scoring**

**All Four (4) Value Categories**

- The following criteria will be considered when allocating points in each of the four Value Categories
  - RFP responses demonstrate a clear understanding of and alignment with the District’s vision, mission, values, service standards, and with the Department of Technologies mission, vision, and strategic plan.
  - Proposer has provided all the information requested of this RFP, and their responses demonstrate their capacity to provide all the services described in this RFP.

**Value Category 1: Prior Relevant Experience (200 Points) - Professional Qualifications**

- Extensive prior experience providing services that are similar in nature to those requested in the scope of work to school districts similar in size, and complexity.
- Demonstrable track record of providing excellent service.
- Firm demonstrates and is able to articulate the needs of the district and how the proposed solution will help enable the vision 2025 goals.
- Firm has never been formally disqualified from performing services for any school district or other public agency within the State of California. Contractor has not had a contract terminated for failure to perform in the past ten (10) years.
- Firm demonstrates a compelling vision and roadmap of the proposed platform.
- Review provided customer references based on similar projects completed.
• Value Category 2: Completeness of Solution (300 points)
  • The solution is a solution that is Internet and network first solution.
  • The solution is flexible permitting change to district needs utilizing industry standards and equipment.
  • The solution meets all requirements and scope of services.
  • The warranty and support requirements are met.
  • The solution has all the necessary equipment and software included in this initial limited implementation to require only site specific hardware if the implementation is expanded.
  • If the solution is hosted it should include free calling in the US in its entirety (Alaska and Hawaii) and Mexico and Canada. Preference is given for solutions that provides included access to further countries. Please include all countries where free calling exists.
  • Has some of the following key contact center features:
    o Solution integrates with Zendesk
    o Interactive voice response
    o Priority calling for VIPs
    o Live dashboard
  • Ability to run reports on agent utilization, uptime, hold time, and ability to run custom reports.

Value Category 3: Cost (200 points)
  • Contractor provides a turnkey solution for all the services outlined in this RFP.
  • Costs include in the solution includes all costs clearly laid out, with the least number of SKUs to reduce billing and administrative complexity.
  • The five year costs of the solution when extrapolated out to a district wide solution provides a lower cost of ownership than current solutions.
  • Ability to have each site billed separately.
  • Easy to understand and intuitive billing statements.

Value Category 4: Support and Training (300 points)
  • The proposed solution is intuitive for end-users to minimize necessary training.
  • The proposed solution is intuitive for administrators.
  • The contractor provides a mechanism for the District to offload administrative tasks.
  • The contractor offers an SLA as outlined in this RFP.
  • The contractor provides the District with a dedicated support contact.
  • The contractor offers on-demand free training and schedulable in-person training.

Vendor Proposal Presentation
  • The Proposer shall be provided one 45-minute presentation by the District to present an overview of the proposed solution.
  • The Proposer’s presentation will assist in the assessment of solution deficiencies and other pertinent information in assessment of Value Categories 2 and 4.
  • The Proposer’s presentation shall include an overview of the proposal’s technology, solution differentiators, and pertinent information in assessment of Value Categories 2 and 4.
  • The Proposer’s responses to follow up questions from the District’s Evaluation Committee.
  • All contractors that meet the Vendor Requirements (page 8), Score of Services (page 6), and Summary of Requirements (page 7) shall be invited to a mandatory Vendor Presentation.

A Vendor who does not make itself available may be deemed nonresponsive and thereby, the District reserves the right to disqualify the Vendor.
The District will not be responsible either directly or indirectly for any Vendor costs related to the Vendor Presentation. The District reserves the right to request additional information and clarifications from any Vendor during the proposal evaluation and selection process.

**Attachment A – Organization/Professional Services Contractor Agreement**

Attachment A is uploaded to the SFUSD website and is also at the following link:


**Attachment B – Software Subscription and Support Services Agreement**

Attachment B is uploaded to the SFUSD website and is also at the following link:

Attachment C – Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the VoIP Contract, which is incorporated herein by reference.

2. If Contractor timely performs each and every obligation under the VoIP Contract, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. Surety’s obligation under this Performance Bond shall arise after:

3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the VoIP Contract; and

3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the VoIP Contract, to Surety in accordance with the terms of the VoIP Contract or to a contractor selected to perform the VoIP Contract in accordance with the terms of the VoIP Contract with District.

4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety’s expense take one of the following actions:

4.1 Arrange for Contractor, with consent of District, to perform and complete the VoIP Contract; or

4.2 Undertake to perform and complete the VoIP Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of VoIP Contract, arrange for a contract to be prepared for execution by District and the Contractor selected with District’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the VoIP Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the VoIP Contract, incurred by District resulting from Contractor’s Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
i. After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
ii. Deny liability in whole or in part and notify District citing specific reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.

6. After District has declared a Contractor default, and if Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the VoIP Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the VoIP Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of the Balance of the Agreement Price to mitigation of costs and damages on the VoIP Contract, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of the defective work, materials and equipment and completion of the VoIP Contract;
6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure.
6.3 Liquidated damages, or if no liquidated damages are specified in the VoIP Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Maintenance Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.

8. Surety hereby waives notice of any change, including changes of time, to the VoIP Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be faxed as an item of costs.

10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

11. DEFINITIONS

11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the VoIP Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the VoIP Contract.

11.2 VoIP Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the VoIP Contract.
CONTRACTOR, as principal

___________________________________
By: ________________________________
Title: _______________________________
Address: ____________________________
___________________________________
___________________________________
Fax: _______________________________
Phone: _____________________________

SURETY

___________________________________
By: ________________________________
Title: _______________________________
Address: ____________________________
___________________________________
___________________________________
Fax: _______________________________
Phone: _____________________________

DISTRICT
San Francisco Unified School District
135 Van Ness Avenue, Room 310
San Francisco CA 94102
Phone: (415) 241-6468
Fax: (415) 241-6487