

REQUEST FOR PROPOSAL

PROJECT TITLE:

Lakeside Union School District
School Safety Technology Project

RFP NUMBER: LUSD-02-2023

PROPOSALS DUE BY: 3:00 PM, 7/15/2023

AS SET FORTH ON PAGE 8

For More Information: <https://www.lakesideusd.org/> Under District Links

INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

Issuing Body

This Request for Proposal (“RFP”) is being issued by the Lakeside Union School District

Project Overview

Background Information

The Lakeside Union School District (LUSD) is located in the southwest portion of Bakersfield covering over 200 square miles. The district has two schools and serves an enrollment of approximately 1,588 students. Lakeside School was built in 1941 and serves students from Preschool Special Day Class and Transitional Kindergarten through 8th grade. It is located in an agricultural area approximately five miles southwest of Bakersfield. A full-size pool, gym, and auditorium are some of the amenities that make Lakeside School unique. Donald E. Suburu School was built in 1996 and serves Transitional Kindergarten through 5th grade. It is located in the Silver Creek residential development. Most of the district is comprised of large agriculture, with residential areas comprised of single-family homes, that range socioeconomically from low to medium.

Lakeside District Office - 14535 Old River Rd., Bakersfield, CA 93311

Lakeside School – 14535 Old River Rd., Bakersfield, CA 93311

Donald E. Suburu – 7315 Harris Rd., Bakersfield, CA 93313

“Piggyback” Clause -

CONTRACTORS are requested to indicate on the Bid if they will extend the pricing, terms and conditions for this bid to other government agencies, if the CONTRACTOR is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the DISTRICT. Minor changes in terms and conditions may be negotiated by participating agencies for up to (period of time) following the award of this contract. The following agencies may participate in the final contract: (list of local agencies). In addition, agencies not listed may also participate in the final contract. California’s Public Contract Code (PCC) Section 20118

Project Scope and Approach

The scope of this project is to provide interoperability between emergency communications and supporting the core functions of running a school. Proposals should be completed with all functionalities stated. Systems can be disparate or bundled but must maintain seamless integration.

It is not the intention of this proposal that there will be one technology that meets all expectations, but that the company awarded this project be the head contractor responsible for all subcontractors and technologies.

There will be a mandatory site walk for each campus involved in this project. Working hours during normal school attendance days will be 3:30 p.m. until 10:00 p.m. During non-student attendance days and weekends the site will be made available for work.

- TCP/IP Based Cabling for all systems
- Camera System – Capable of “Evidence Quality” and Remote Viewing
- Digital Classroom Clocks / Digital Messaging / Earthquake Warning
- Bells and Scheduler
- Integrated Campus / Classroom PA (Public Announcement) system capable of 85DB
- Integrated VOIP System
- Integrated Radio – DMR Based w/ Integrated GPS location

Conditions:

- Proposals need to list pricing as follows:
 - Cost of equipment
 - Cost of licensing
 - Labor broken down by installation:
 - Cost of installation equipment
 - Cost of installation cabling
 - Recurring costs for:
 - Licensing
 - Service contracts
 - Associated labor cost
 - Cost of Training
 - Technical staff
 - Non-Technical staff
- Provide a timeline for a:
 - Procurement of equipment
 - Cable project
 - Hardware installation
 - Equipment installation
 - Training

Specification:

- Cabling To Meet All Technology Needs
 - LC Connectors typical for all fiber connections
 - Fiber Single Mode cable for all backbone long hall applications
 - Multimode OM3 or OM4 typical for MDF/IDF links
 - Cat6 cable typical for device cabling and cameras up to 300ft.
 - Cat6a typical for Wi-Fi devices
 - Both fiber and copper optic cables to have ISP rating for indoors and OSP rating for outdoors
 - All fiber cable and terminations to be tested with LSPM (Light Source Power Meter) and documentation provided upon completion.

- Camera System
 - All cameras to utilize switch Power over Ethernet (PoE) for power.
 - All cameras must produce active 4k resolution and be capable of low resolution when no activity is present.
 - Camera placement will be a joint effort with LEA, District, and EduTech
 - Camera type will depend on placement
 - Options available such as facial recognition and license plate capture to be added as available options along with cost of services and licenses.
 - Local site storage – Sized to hold 99% of live high-resolution video and low-resolution video for 30 days and to save captured events permanently. After 30 days the data is deleted automatically.
 - The district will take responsibility for the secure location of server equipment and backup power.
 - Site server to be managed by district office location. Cloud or on-prem management acceptable. List capabilities.
 - Procedures for sharing video detailed in specification and training provided for non-technical users. School Board approval guidelines for the sharing of video to be developed based on technology ability.
 - Vape detectors to be installed in restrooms.
 - Eight sensors at Lakeside
 - Four sensors at Suburu
 - First responders access ability
 - Admin access to video system from a smart phone application and via secure web portal
 - All non-working cameras to be removed during installation of new technology.

- Digital Classroom Clocks / Digital Messaging / Earthquake Warning
 - Digital clocks can be stand-alone from a digital message board or integrated. Show pictures of units proposed along with three closest district references who are using this equipment.
 - Provide classroom, large room, and outdoor solutions.

- All equipment to be powered by PoE from IDF switching in order to remain on during a power outage.
- Give digital earthquake warning system details focused on the Kern County California area. For example, approximate time in second for earthquakes happening within 100 miles and greater than a 3.0 on the Richter scale.
 - Alarm to be both sound and digital formats.
- Bells and Scheduler
 - Audible bell for classroom passing periods to be heard on classroom speaker systems, all outside spaces on campus, and from VOIP phone system.
 - Scheduler to be web based
 - Programable with a smartphone and desktop solution for easy changes to schedules when needed.
 - Scheduler to have an easy-to-use template-based system for programming by semester, quarter, summer, and special events.

- **Integrated Campus / Classroom PA system capable of 85DB**
 - PA system must be easily reached by Bell Scheduler system, site handheld radio system, VOIP system, Android / IOS app, and capable of broadcasting earthquake warning system alerts.
 - Inside classrooms the speaker can be integrated into the clock/digital messaging system or disparate.
 - Outside of the classroom IP based speakers are to be engineered so that a sound level of 85DB is achieved on campus.
 - The exception is in large outdoor areas where speaker placement and reach of the network make this not able to happen. The expectation is that a level of 85DB be reached in 100-foot reach of the buildings.
 - Non classroom buildings such as the front office, gym, performing arts room, multipurpose rooms are to have a speaker rating of 85DB.
 - It is preferable that this system be powered by PoE switch equipment.
 - If additional electrical needs are identified this work is to be called out with specifications in this proposal.

- **Integrated VOIP System**
 - Interoperability with PA, Bell and Scheduler, Earthquake warning system, and radios
 - Three call manager head stations; two for office secretaries and one for superintendent's secretary. Most feature rich.
 - Advanced call manager for superintendent and assistant superintendent.
 - Classroom basic unit with call management and PA access. Open mic capable of office communications. New phones will replace existing phone locations on the wall at door entrance. The cable is currently in the ceiling and will need to be brought down to location.
 - Call Screening
 - Call Notifications
 - Priority Alerts
 - Extension Dialing
 - Voicemail
 - Speech to text to email
 - Do Not Disturb scheduling at the user level. App or web page accessible.
 - Instant Messaging via web or Android/IOS ap.
 - Three-Way Calling
 - Conferencing
 - Inform capabilities such as how many users in a conference call.
 - Direct dial in capability by unique phone number from the outside for some users.
 - Mobile App Connectivity
 - Advanced Call Management
 - Auto Attendant
 - VOIP caller ID on all devices
 - Call forwarding capable of accepting a schedule for call management for outside calls during direct instruction time periods

- Call Transferring
- Call Queues
- Custom Music on Hold
- Detail upgrade options and cost

PROCUREMENT AND EVALUATION PROCESS

Procurement Schedule and General Instructions

- A. The Lakeside School District has developed the following list of key events from RFP issuance through notice of contract award. All key dates are subject to change at the Lakeside School District’s discretion.

EVENT	Key Dates
Issue RFP and Advertisement Window	6/17/2023 - 6/21/2023
Mandatory Site Walk Lakeside School	9:00 a.m. 6/29/2023
Mandatory Site Walk Suburu School	1:00 p.m. 6/29/2023
Deadline for Proposer Requests for Clarifications or Modifications	1:00 pm, 7/10/2023
LUSD Posts Clarification / Modification Response	7/12/2023
Proposal Due Date and Time	3:00 p.m. 7/15/2023
Preliminary Evaluation of Proposals (estimated)	7/17/2023
Notification of Vendors Selected to Make Oral Presentations / Interviews (estimated)	7/18/2023
Oral Presentations and Demonstration (estimated)	7/21/2023
Final Evaluation (estimated)	7/21/2023
Notice of Intent to Award (estimated)	7/22/2023
Execution of Contract (estimated)	8/09/2023

- B. This RFP and any addenda that may be issued will be available on the following website:

[HTTPS://lakesideusd.org/rfp](https://lakesideusd.org/rfp) (“Lakeside Union School District Website”)

Proposal Submittal Address

Kimberly Scogin
RFP# LUSD-01-2023
Lakeside School District Office
14535 Old River Rd.

If submitting by postal mail use signature required.

Submission of Proposals

Proposal Delivery

- A. Proposals must be delivered to Lakeside District Office - 14535 Old River Rd., Bakersfield, CA 93311 no later than 3:00 p.m. PST 7/15/2023
- B. Proposal must be submitted as follows:
 1. Provide an original and four (4) copies of the technical proposal, as required by Page 75 of this RFP, signed by an authorized representative of the vendor, and including name, title, address, and telephone number of one individual who is the vendor's designated representative. **No copies of the technical proposal should include any pricing information.** Pricing information to be submitted separately to the proposal address listed on Page 8 and labeled "Pricing - Confidential."
 2. Pricing will be evaluated by a separate executive committee. This value will be rated at 30% of the evaluation committee's findings for the best fit for the district of the proposal.
- C. All proposals must be delivered via U.S. Mail, common carrier, overnight delivery service (with proof of delivery), or hand delivery. A receipt should be requested for hand delivered material. Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept unopened until the Proposal Closing Time. **PROPOSALS RECEIVED AFTER THE PROPOSAL CLOSING TIME WILL NOT BE CONSIDERED.**
- D. The proposer is solely responsible for ensuring that the full proposal is received by the Buttonwillow School District Office in accordance with the solicitation requirements, prior to the Proposal Closing Time, and at the place specified. The LUSD shall not be responsible for any delays in mail or by common carriers or by delivery errors or delays or missed delivery.

- E. Submittal of proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.
- F. Submittal of proposals to anyone other than the person named in Proposal Submittal Address may result in the rejection of proposal as being non-responsive.

Amendment or Withdrawal of Proposals

- A. A vendor may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing and received by the LUSD prior to the Proposal Closing Time. Amended proposals must comply with all proposal submission requirements set forth herein. In addition, both inner and outer sealed envelopes must be prominently marked “Amended Proposal.” In the event a vendor submits an amended proposal prior to the Proposal Closing Time, the vendor’s original proposal will be returned to the vendor unopened and will not be considered for evaluation.
AMENDED PROPOSALS RECEIVED AFTER THE PROPOSAL CLOSING TIME WILL NOT BE CONSIDERED.
- B. A vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Proposal Submittal Address listed on Page 8 in writing of its withdrawal (email is not authorized). The withdrawal must be signed by a duly authorized officer of the vendor.
- C. Amendments or withdrawals offered in any other manner, oral or written, will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

Mistake in Proposal

If after Proposal Closing Time but prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Business Manager in writing and request to withdraw the proposal. The notice shall be addressed to the Business Manager, signed by a duly authorized officer of the proposer, and delivered to the Proposal Submittal Address listed on Page 8. It shall be solely within the BWUSD’s discretion as to whether withdrawal will be permitted.

Error in Submitted Proposals

- A. If an error is discovered in a vendor’s proposal, the LUSD may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The LUSD may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction

will be allowed, the LUSD will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

- B. If the proposer's intent is clearly established based on review of the complete proposal submitted, the LUSD may, at its sole option, allow the proposer to correct an error based on that established intent.

Authorized Signatures, Validity Period of Proposals

- A. Proposals must include the vendor's name, address, telephone numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, telephone number, and email address of the individual who is the proposer's designated representative.
- B. Proposals will be valid for ninety (90) days after the Proposal Due Date specified in Page 7 ("Proposal Validity Date"). In the event a final contract has not been awarded by the date specified in Section 2.1.1, the LUSD reserves the right to negotiate extensions to the Proposal Validity Date.

Knowledge of Requirements

- A. Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any LUSD issued clarifications, modifications, amendments, or addenda. The BWUSD will post addenda and clarifications to the LUSD website; however, it is the proposer's responsibility to ascertain that its proposal includes all addenda issued prior to the Proposal Due Date.

Independence of Proposal and Joint Proposals

- A. Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.
- B. A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The LUSD assumes no responsibility or obligation for the division of payments, authorized expenses if allowed by the subsequent contract, or responsibilities among joint contractors.

Covenant Against Gratuities

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of any business Entity with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the LUSD will have the right to terminate any resulting contract in whole or in part. The rights and remedies of the LUSD provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

Overview of Evaluation Process

Evaluation of Proposals

- A. The LUSD will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”). The name, units, or experience of the individual members will not be made available to any vendor or requestor at any time prior to, during, or subsequent to this RFP.
- B. Proposals meeting the Minimum Qualifications will be distributed to the Evaluation Committee.
- C. The Evaluation Committee will first review and complete the evaluation of the technical proposals without the cost proposal. Technical proposals must not contain any pricing information. **Technical proposals that contain pricing information may be rejected as being non-responsive and may not receive further consideration.**
- D. Upon completion of the technical proposal’s evaluation, cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

Reservation of Rights

- A. The LUSD reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal. The LUSD's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.
- B. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.
- C. The LUSD reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach an agreement. If no agreement is reached, the LUSD can negotiate with other proposers or make no award under this RFP. At any time, the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the LUSD reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.
- D. Proposals that contain false or misleading statements may be rejected if in the LUSD's opinion the information was intended to mislead the LUSD regarding a requirement of the solicitation document.

Evaluation of Cost Proposal Sheets

Cost/fee proposals will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost proposal sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the proposer to provide an electronic copy of the cost/fee proposal and there is a discrepancy in the printed cost proposal sheets and the electronic copy, the pricing on the printed cost proposal sheets will be evaluated.

Requests for Additional Information

The LUSD reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The LUSD may require a proposer's representative to answer questions during the evaluation process with regard to the vendor's proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

Qualifications

Minimum Qualifications

- A. Proposers must meet the minimum qualification requirements listed below.
 - 1. Must be able to provide for demonstration, at least one currently installed and operational “suite” of software (Server-side / Cloud based and client) that operates successfully. Must have at least one current school district customer in California that can be contacted by the LUSD during the evaluation period for reference purposes
 - 2. Vendor has completed at least two (2) projects of similar size and scope anticipated by this RFP in the past two (2) years.
 - 3. Neither vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference Attachment C, Vendor Certification Form).
- B. The proposer must state specifically in its Executive Summary (see Section 4.1) how it meets or complies with each minimum qualification. Subject to the LUSD’s right, in its sole and complete discretion, to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Evaluation Criteria

Proposals will be evaluated to determine the proposal that offers the best value to the LUSD. The evaluation will be based upon the following criteria, listed in order of descending priority (although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award):

- A. Quality and appropriateness of installed and operational “suite” of technologies.
- B. Implementation experience and the technical architecture suitability and appropriateness for LUSD.
- C. Quality and appropriateness of a maintenance/support contract
- D. Ability of vendor to configure and/or customize technology for LUSD requirements.
- E. Scope and quality of technical and maintenance support offered during implementation and go-live phases
- F. Reasonableness of fee proposal
- G. Ability to meet timing requirements to complete the project
- H. References

Interviews, Product Demonstrations, and Negotiations

Interviews

- A. Following the initial screening of proposals, the LUSD reserves the right to require, and each proposer must be prepared to conduct oral presentations and other discussions (written or verbal) on the content of its proposal. If the LUSD determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the LUSD’s sole discretion, may be in-person and/or by teleconference. If selected to participate in an interview or presentation, a proposer’s failure to participate in such interviews or presentations shall result in a proposer’s disqualification from further consideration.
- B. Interviews, if held, are designed to provide the LUSD with clarification of submitted proposals only, and shall not be construed as a solicitation, invitation, or opportunity for vendors to alter, modify, or amend their previously submitted proposals. Any alterations, modifications or amendments so offered shall not be considered by the LUSD; but will, however, be viewed as negatively impacting the interview evaluation.
- C. Vendor must ensure that a minimum of one of its project management and one technical lead personnel attend the interview.

Product Demonstration

Following the initial screening of proposals, if the LUSD determines that a product demonstration is required, selected proposers will be notified in writing and work with the vendor to arrange a time and place for the demonstration. Vendor should be prepared to provide a demonstration per the schedule documented on Page 8. If selected to participate in a demonstration, a proposer's failure to provide a product demonstration shall result in a proposer's disqualification from further consideration.

Negotiations

If the LUSD desires to enter into negotiations, they will do so with one or more proposers, at the LUSD's sole discretion. If the LUSD enters into negotiations and no agreement is reached, the LUSD can negotiate with the other proposers or make no award under this RFP. The LUSD reserves the right to award a contract, if any, without negotiations.

Payment

Payment terms will be specified in any contract that may ensue as a result of this solicitation document. **THE LUSD DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.** Payment for the services anticipated by this RFP will be on cost reimbursement basis, up to a specified not to exceed amount, inclusive of all authorized expenses, and will be made based upon completion of tasks, or the acceptance of deliverables, as provided in the agreement between the LUSD and any selected vendor. Up to 8%, eight percent, of the total value of the contract will be held by LUSD until completion of product notice is signed by the district and the entity awarded the contract.

Award of Contract

Notification of Intent to Award Contract

The Evaluation Committee will make a final recommendation for award of the contract to the LUSD Board of Directors. The LUSD Business Manager will subsequently issue a Notice of Intent to Award to all proposers by posting the Notice of Intent to Award on the LUSD's LUSD website. The LUSD reserves the right to award, in whole or in part, to make multiple awards, or to make no award and to modify or cancel, in whole or in part, this RFP.

Execution of Non-Disclosure Agreement

- A. If not previously submitted with their proposal, the intended awardee shall execute and submit the Attachment E Non-Disclosure Agreement, duly executed without change or modification, by an authorized officer of the intended awardee, to the Proposal Submittal Address within ten (10) business days of the award.
- B. The LUSD must be in receipt of the intended awardee's signed Non-Disclosure Agreement before discussions to finalize the scope of services can begin.
- C. Failure of the intended awardee to return the executed Non-Disclosure Agreement within the required timeframe, or submittal of a changed or modified Non-Disclosure Agreement, may provide cause for the LUSD, at the LUSD's sole and complete discretion, to rescind the Notice of Intent to Award without further discussion.
- D. Depending on the nature and extent of finalized scope of services, the vendor may be required to execute additional non-disclosure agreements prior to commencing services under the contract.

Execution of Contract

Upon award, the intended awardee will be required to 1) execute a standard state contract, and 2) provide certificates of insurance in conformance with Page 23, of Contract Terms and Conditions, on page 42 within ten (10) business days of award.

News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a vendor without the prior written approval of the LUSD Business Services Manager.

Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time. The protestor shall have exhausted all administrative remedies.

After Notice of Intent to Award

- A. A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all the following conditions:

1. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;
 2. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
 3. The vendor believes that the LUSD has incorrectly selected another vendor submitting a proposal for an award.
- B. Protests must be received no later than five (5) business days after the Notice of Intent to Award is posted on the LUSD website.

Form of Protest

- A. A vendor who is qualified to protest should submit the protest to the attention of the Business Manager at the Proposal Submittal Address. The protest must be in writing, signed by a duly authorized officer of the protesting party, and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
1. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
 2. The title of the solicitation document under which the protest is submitted shall be included.
 3. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
 4. The specific ruling or relief requested must be stated.
- B. The LUSD, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest, but which could have been raised at that time, the LUSD will not consider such new grounds or new evidence.

Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent or should have been reasonably discovered prior to the submission of a proposal, the LUSD will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the LUSD may extend the Proposal Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the

appeals process outlined below and the LUSD, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the LUSD will investigate the protest and will provide a written response to the vendor within a reasonable time. If the LUSD requires additional time to review the protest and is not able to provide a response within ten (10) business days, the LUSD will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The LUSD, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

Appeals Process

- A. The Business Manager's decision shall be considered the final action by the LUSD unless the protesting party thereafter seeks an appeal of the decision by filing a written request for appeal, signed by a duly authorized officer of the protesting party, with the LUSD's Business Services Manager at the Proposal Submittal Address within five (5) calendar days of the issuance of the Business Manager's decision.
- B. The justification for appeal is specifically limited to:
 - 1. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
 - 2. The Business Manager's decision contained errors of fact, and that such errors of fact were significant and material factors in the Business Manager's decision; or
 - 3. The decision of the Business Manager was in error of law or regulation.
- C. The vendor's request for appeal shall include:
 - 1. The name, address telephone and facsimile numbers, and email address of the vendor filing the appeal or their representative;
 - 2. A copy of the Business Manager's decision;
 - 3. The legal and factual basis for the appeal; and
 - 4. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.
- D. Upon receipt of a request for appeal, the LUSD's Business Services Manager will review the request and the decision of the Business Manager and shall issue a final determination. The decision of the LUSD's Business Services Manager shall constitute the final action of the LUSD.

Protest Remedies

If the protest is upheld, the LUSD will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the LUSD, the urgency of the procurement, and the impact of the recommendation(s) on the LUSD. The LUSD may recommend any combination of the following remedies:

- A. Terminate the contract for convenience;
- B. Re-solicit the requirement;
- C. Issue a new solicitation;
- D. Refrain from exercising options to extend the term under the contract, if applicable;
- E. Award a contract consistent with statute or regulation; or
- F. Other such remedies as may be required to promote compliance.

SPECIFICS OF A RESPONSIVE PROPOSAL

- A. Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis must be placed on conformity to the LUSD's instructions, requirements of this solicitation, and the completeness and clarity of content.
- B. Proposals shall be submitted in two parts.
 - 1. Part I shall consist of the responses to Paragraphs 4.1 through 4.6.2, which shall be entitled "Part I – Technical Proposal". There shall be no cost/fee information submitted in the Technical Proposal.
- C. All responses shall reference the paragraph number and be submitted in paragraph number sequence.
- D. A Table of Contents must be provided which identifies all sections and major subsections of the vendor's proposal by page number. All exhibits and attachments must also be identified and referenced by page number.
- E. Failure of the proposer to comply with the requirements set forth in Section 3 may result in the proposal being deemed non-responsive to the RFP and being rejected.

PROPOSAL FORMAT AND CONTENT

Executive Summary

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a “high-level”, general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the proposer’s understanding of the issues. The proposer must also address in this section how it meets the minimum qualification requirements.

Company and Subcontractor Information

Company Background Information

- A. The LUSD requires the vendor to be a reputable company of strong financial standing and demonstrated expertise in the evaluation and review of government/public sector projects and programs. The vendor’s proposal must provide the information requested below. If the proposer is a joint venture, or if any portion of the services will be provided by a subcontractor, information about the prime contractor and the subcontractor must be submitted separately. The information to be provided for the proposer/prime contractor is as follows:
 1. Complete name and address.
 2. Federal tax identification number.
 3. The type of legal business entity, and the state(s) where the business entity is authorized and licensed to do business. If incorporated, identify the state in which incorporated.
 4. Name, title, and address (including email address) of vendor’s single point of contact
 5. A short narrative description of the vendor’s organization, including organization charts and indication of company officers where applicable.
 6. Principal type of business, including all major lines of business.
 7. Total number of years in business.
 8. Number of years providing services similar in size and scope to those requested in this RFP.
 9. Significant transactional events in the past three (3) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPOs).

Subcontractors

- A. If subcontractors are proposed for this RFP, provide the following information for each subcontractor (Note: If any portion of the required services will be performed by a subsidiary, an affiliate, or a parent organization, those organizations must be considered subcontractors for the purpose of this RFP):
1. Subcontractor name and address.
 2. Federal tax identification number.
 3. The type of legal business entity, and the state(s) where the business entity is authorized and licensed to do business. If incorporated, identify the state in which incorporated.
 4. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
 5. Principal type of business, including all major lines of business.
 6. Total number of years in business.
 7. Number of years providing services similar in size and scope to those requested in this RFP.
 8. Number of times in the previous two (2) years this subcontractor has been used as a subcontractor for providing services similar in scope to those requested in this RFP. Describe subcontractor's role for each engagement listed.

Company Profile

Vendor shall provide a short description of its company, including core competencies, and key staff and their background.

Qualifications, Experience and References

Qualifications and Experience

- A. The LUSD requires the vendor and any subcontractors to have prior experience in all aspects of the services relative to the size, complexity and scope of this RFP. Vendor shall:
1. Provide a list of clients in which they have installed a suite of technology similar to this project.
 2. Identify a California location at which the LUSD evaluation committee can view a demonstration of vendor's installed and operational system
 3. Provide a list of project staff the vendor proposes to use in providing the services, and the roles each of the staff will play.
 4. Provide resumes describing the background and experience of key staff.
 5. Indicate if the project personnel have, or will have, fingerprint-based background checks through the California Department of Justice that reveal no felony convictions. Also, indicate an existing status or willingness to sign appropriate DOJ forms relating to access rights and responsibilities.
 6. Provide a list and description of projects completed during the past five (5) years that were similar in scope, complexity, content, and time frames to that identified in this RFP. Documentation of these projects must include:
 - project title;
 - description of work performed;
 - dates for work performed;
 - organization for which the work was performed; and,
 - name, address (including email address), title and telephone number of each organization's project manager for the work performed.

References

Provide the client contact names, addresses (including email address), and telephone numbers for each of a minimum of three (3) clients for whom the vendor has provided similar services. The vendor should include a brief description of the scope of the services provided to the customer and the date and duration of the contract. The LUSD may contact some or all of the references

provided in order to determine the vendor's performance record. The LUSD reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

Subcontractors

If the vendor intends to subcontract, describe the vendor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) client references, for products and services similar to those described in this RFP. The vendor should include a brief description of the scope of services provided to the customer and the duration of the contract.

Required Proposal Forms

The vendor must include the following appropriately completed and signed forms with their proposal:

1. Statement of Acceptance of Terms or Exception to Terms and Conditions— Attachment B
2. Vendor Certification Form – Attachment C
3. Payee Data Record (State of California Form STD-204) - Attachment D
4. Non-Disclosure Agreement – Attachment E, or Non-Disclosure Certification Form – Attachment F
5. Statement of acknowledgement of Insurance Requirements including copies of current insurance certificates
6. Software License Agreement for the software proposed

Acceptance of Terms or Exception to Terms and Conditions

- A. The vendor's proposal must include a signed statement (Attachment B) as to whether the vendor accepts the General Conditions in Section 6 without changes or whether the vendor takes any exception to those terms. If exceptions are proposed, vendor must submit a "redlined" version of the term or condition showing all modifications (additions or deletions, or new provisions) proposed by the vendor. In addition, the vendor must provide an explanation as to why each individual modification is required. The significance of any proposed exception(s) to the General Conditions may be a factor in the evaluation of the vendor's proposal.
- B. Although the LUSD will consider alternate language proposed by a vendor, the LUSD will not be bound by proposed contract language received as part of a prospective vendor's response. If the proposer requires that the LUSD be bound by some or all of the vendor's proposed contract language, the proposal may be considered non-responsive and may be rejected.

- C. In the event the LUSD enters into negotiations with a proposer, the LUSD may decide to only negotiate those items included as exceptions on the proposer's signed Attachment B. If during negotiations, the proposer raises issues that were not included in the proposer's Attachment B submittal, the LUSD may at the LUSD's sole discretion terminate the negotiations.

Vendor Certification Form

- A. Minimum Qualifications, neither the vendor nor any of its proposed subcontractors may currently be under suspension or debarment by any state or federal government agency, and neither may the vendor nor any of its proposed subcontractors be tax delinquent with the State of California or federal government as a minimum qualification to be considered for award of a contract for the services anticipated by this RFP. Therefore, the vendor's proposal must include the signed statement (Attachment C) certifying that neither the vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and further, that neither the vendor nor any of its proposed subcontractors are tax delinquent with the State of California or federal government.
- B. Attachment C, Vendor Certification Form, also requires the vendor to provide a list of all contracts the vendor has had, or currently has, with state or federal government customers for two (2) years preceding vendor's submission of their proposal for this RFP. This listing shall also include a list of contracts each proposed subcontractor has had with state or federal government customers for the same period. Such list shall be broken-out between the vendor and each proposed subcontractor.

Payee Data Record (State of California Form STD-204)

The LUSD is required to obtain and keep on file, a completed Payee Data Record (Attachment D) for each vendor prior to entering into a contract with that vendor. Therefore, vendor's proposal must include a completed and signed Payee Data Record.

Non-Disclosure Requirements

- A. Pursuant to the requirements, the vendor selected as intended awardee will be required to sign and return, without change or modification, the LUSD's Non-Disclosure Agreement (Attachment E) prior to commencing discussions with the LUSD to finalize the scope of services of the resultant contract. Further, depending on the nature and extent of the finalized scope of services, the vendor may be required to execute additional non-disclosure agreements prior to commencing services under the resulting contract.
- B. It is understood by the LUSD that some vendors may be reluctant to agree to the terms and conditions of the Attachment E Non-Disclosure Agreement unless they were awarded the contract for the services set forth herein. Recognizing that reluctance, the LUSD has provided the following alternative for vendor's desiring to submit a proposal without prior execution of the Non-Disclosure Agreement.

- C. The vendor's proposal must include either (i) a signed Non-Disclosure Agreement (Attachment E) or, (ii) a signed statement (Attachment F) certifying that the vendor will sign and return the LUSD's Non-Disclosure Agreement (Attachment E), without change or modification, within ten (10) business days of being selected as the intended awardee.
- D. Failure of the intended awardee to return the executed Non-Disclosure Agreement within the required timeframe, or submittal of a changed or modified Non-Disclosure Agreement, may provide cause for the LUSD, at the LUSD's sole and complete discretion, to rescind the Notice of Intent to Award without further discussion.

Technical Proposal

Work Plan and Methodology

- A. Vendor shall provide a detailed work plan that describes the methodologies the vendor intends to use to complete the scope of services in and each of the deliverables specified within the timeframe allowed for this project. Specifically, the vendor will break the project out into identifiable major tasks with component tasks and deliverables and describe the technical approach and the methodology that will be used to address each task and provide the deliverables according to the work plan. The Work Plan shall include:
 - 1. Time estimate, including a detailed project timeline that identifies key milestones for this project.
 - 2. Implementation plans including:
 - a. Method for analyzing and implementing required customization
 - b. System installation, configuration, and testing at LUSD for 4 (four) users.
 - 3. Go-live support
 - 4. Duration of technical and maintenance support included in proposal
 - 5. Variables that could increase or decrease the scope of the project.
 - 6. The LUSD resources required for project

Other Technical Requirements

i. The proposer shall provide the following information about its software product:

- 1. Minimum and recommended hardware and software requirements for operating system and all vendor-supplied software. List and describe minimum and recommended memory and disc

capabilities, network bandwidth, type of server, and any alternatives to the above.

- Client-desktop software

2. Product specification that demonstrates:

For each of the sections below (a through h), include a list describing the technical architecture functionality based upon scenarios or other use case conditions for which the software would perform. This would include server software, message management software, user GUI software, and network functions at a summary listing level. It should be noted that this information will be the basis for providing input and written content to support the creation of a Technical Architecture Specification (TAS) document, a sample of which is provided as Attachment H to this RFP.

- a. User security components, attributes, configuration, login, and validation functions. Indicate if the user security portion has been utilized or is known to be capable of being utilized in conjunction with Microsoft Active Directory services.
- b. Technical and User documentation
- c. Software operation
- d. Training materials
- e. Trouble shooting
- f. Supporting materials and information for a Technical Architecture Specification (TAS) document (sample included as Attachment H to this RFP). Note that the vendor is not expected to complete the document as part of this RFP.
- g. Adding a method and capability to support future needs to share data with other software applications (i.e., an API or interface). Include a description of how this solution works, such as handling Web Services requests or other types of interface communications. If a solution does not currently exist, or future web services or other enhancements are planned, indicate the possible solutions being considered.
- h. In addition, the proposer shall identify LUSD resources required for the project as well as onsite and remote access requirements.

Cost/Fee Proposal

Cost/Fee Proposal Requirements

- A. Vendors shall submit a detailed line-item cost/fee proposal showing total cost of services to be performed for the initial term and all subsequent option terms. Vendor must submit their pricing in accordance with the requirements.
- B. Vendors shall fully explain and justify all cost items in a narrative entitled “Cost Justification” which must include the following items at a minimum:
 - (1) Total number of hours required to complete this project;
 - (2) Estimated total number of hours to be spent on each task/segment;
 - (3) Identify key staff that will work on each task/segment and provide their hourly rate for consulting fees;
 - (4) Identify non-key staff by labor category (i.e., that will work on each task/segment and provide the hourly rate for that labor category;
 - (5) Current or periodic cost for maintenance/support contract that includes support and upgrades;
 - (6) Discount for quantity and/or purchase-ahead discounts;
 - (7) Breakdown of cost (e.g., labor, tools, licenses, etc.); must include costs for training and documentation and indicate whether this represents existing product or training and documentation customized for LUSD;
 - (6) Estimated administrative and operating expenses, including all incidentals;
 - (7) Estimated travel expenses (non-local travel only) that include detailed travel costs for any trips that must be made to the LUSD.
 - (8) Impact of any variable may have on cost/fee.
- C. The LUSD will only reimburse travel expenses determined to be allowable. It is not anticipated that travel will be required or necessary to any location other than the LUSD.
- D. Vendors desiring to submit an alternative pricing model shall clearly label such submission as “ALTERNATIVE PRICING MODEL” and attach such alternative pricing proposal to the vendor’s cost/fee proposal submission. Submitting an alternative pricing model without fully

complying with, above, or submitting an alternative pricing model in lieu of the required cost/fee proposal submission, may result in the proposal being deemed non-responsive to the RFP and may result in the proposal being rejected by the LUSD. Examples of alternative pricing models that the LUSD may be willing to consider are as follows:

- (1) firm-fixed rate for travel expenses that includes airfare, mileage, local transportation, lodging, meals, and incidentals for each specific destination, provided the vendor.
- (2) firm-fixed amount(s) for completion of specific tasks or the acceptance of defined deliverables, provided such firm-fixed amount(s) is/are inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Vendor for services rendered to the LUSD.

Payment of Consulting Fees

Payment for the services set forth in this RFP is anticipated to be on a cost reimbursement basis inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Vendor for services rendered to the LUSD, up to a specified not to exceed contract amount, and will be made based upon completion of tasks, or the acceptance of defined deliverables. The LUSD may elect to utilize an alternative pricing model at the LUSD's sole and complete discretion, should the LUSD determine that it is in their best interest to do so.

Taxes

Payment for the services set forth in this RFP is anticipated to be on a cost reimbursement basis inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Vendor for services rendered to the LUSD, up to a specified not to exceed contract amount, and will be made based upon completion of tasks, or the acceptance of defined deliverables. The LUSD may elect to utilize an alternative pricing model at the LUSD's sole and complete discretion, should the LUSD determine that it is in their best interest to do so.

Allowable Expenses

- A. **Travel Expenses.** The LUSD will reimburse a contractor for the actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required to perform the services set forth in this RFP up to the maximums listed in Section 4.7.4 B, below. To be eligible for reimbursement of authorized travel expenses, a contractor will be required to submit a written travel plan to the Project

Manager prior to incurring any travel expenses, including the reason for the trip, number of persons traveling, types of expenses the contractor expects to incur and the estimated costs. Prior approval of the travel plan by the Project Manager will be required.

- B. Reimbursement for Travel Expenses. The following constitutes the maximum limits the LUSD will pay for authorized travel expenses:
1. For approved and necessary air transportation, the LUSD will reimburse a contractor for the actual cost incurred, provided all air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Project Manager agrees otherwise in writing.
 2. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, LUSD will reimburse the Contractor for actual meal and lodging expenses not to exceed \$150.00 per day plus applicable taxes on lodging.
 3. For necessary private vehicle ground transportation (non-local travel only) usage, LUSD will reimburse the Contractor up to \$0.55 cents per mile.

SCOPE OF SERVICES

Required Services

- A. The vendor shall begin providing services within two (4) weeks of contract signing provided LUSD has certified that each school network has the POE+ switching equipment in place and operational.
- B. The vendor shall provide implementation support that includes:
 - Software installation and configuration
 - Training for personnel
 - The vendor shall provide “go-live” support that includes:
 - Technically qualified personnel onsite at the LUSD on the first day the system goes live and for up to an additional two (2) days if the LUSD deems it necessary
 - Availability of qualified dedicated technical personnel to provide telephone support for LUSD on the first day the system goes live and for up to an additional two (2) days if LUSD deems it necessary
 - Priority access to technical support via telephone for up to two weeks after system goes live
- C. The vendor shall maintain their system by providing the LUSD with free updates if the software changes or requires fixes in accordance with any ongoing standard maintenance contract terms agreed to by the LUSD.
- D. The vendor shall provide upgrade support:
 - Notification and implementation support for software changes due to enhancements or problem resolution

Deliverables

The vendor shall provide the following deliverables:

Server-side / Cloud based centralized technology customized and configured for the LUSD

Server-side / Cloud based centralized technology must meet the following minimum criteria:

- Supports technology integration
- Provides complete backup of critical configurations

Desktop application that provides LUSD users with access and ability to update databases.

Software must meet the following minimum criteria:

- Provides a graphical user interface
- Supports management required in order to interface with provided technology

Plan for go-live support

Provide a plan for the details.

Documentation

The vendor shall provide the following documentation:

- Technical Architecture Specification (template provided – see Section 4.6)
- Training manuals
- End user documentation
- Operating Guide, which shall include installation and configuration instructions, system management and maintenance instructions, and troubleshooting.

GENERAL CONDITIONS

The General Conditions are included in this solicitation document as Attachment A, Contract Terms and Conditions.

ATTACHMENTS

Attachment A	Contract Terms & Conditions
Attachment B	Vendor's Acceptance of Terms or Exceptions to Contract Terms and Conditions
Attachment C	Vendor Certification Form
Attachment D	Payee Data Record (State of California Form STD-204)
Attachment E	Non-Disclosure Agreement
Attachment F	Non-Disclosure Certification Form
Attachment H	Technical Architecture Specification

1.3 Attachment A – Contract Terms and Conditions

EXHIBIT A STANDARD PROVISIONS

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to LUSD), and save harmless LUSD and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of LUSD.

3. Termination for Cause

- A. Pursuant to this provision, LUSD may terminate this Agreement in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:
- i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of this Agreement, or (c) so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and, after receipt of a written Notice from LUSD specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of

five (5) business days or a longer period, if authorized in the Notice of failure; or,

- ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any State authority relating to insolvency or protection from the rights of creditors.
- B. In the event LUSD terminates this Agreement in whole or in part, due to the Contractor's failure to perform, LUSD may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to LUSD for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.
 - C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
 - D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of LUSD shall be to pay only for the services rendered at the rates set forth in the Agreement.
 - E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. No Assignment

Without the written consent of LUSD, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

EXHIBIT B
SPECIAL PROVISIONS

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. “Amendment” means a written document issued by LUSD and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- B. “Applicable Law” means any federal, state and local laws or ordinances, codes, legislative acts, regulations, ordinances, rules, rules of LCUSD as applicable.
- C. “Confidential Information” has the meaning set forth in Section 12
- D. The “Contract” or “Contract Documents” constitute the entire integrated agreement between LUSD and the Contractor, as attached to and incorporated by a fully executed Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “Agreement.”
- E. “Contract Amount” means the total amount encumbered under this Agreement for any payment by LUSD to the Contractor for performance of the Work, in accordance with the Contract Documents.
- F. The “Contractor” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with LUSD to do the Contract Work. The Contractor is one of the parties to this Agreement.
- G. “Data” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- H. “Day” means calendar day, unless otherwise specified.
- I. “Deliverable(s)” or “Submittal(s)” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to LUSD for acceptance.
- J. “Force Majeure” means a delay which impacts the timely performance of Work which neither the Contractor nor LUSD are liable for because such delay or

failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:

- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- K. “Key Personnel” refers to the Contractor’s personnel named in Exhibit E, Contractor’s Key Personnel and Project Staff, whom LUSD has identified and approved to perform the Work of the Contract. Key Personnel provide the lead roles of the Project Staff. Qualifications of Key Personnel are represented by the resumes set forth in Exhibit E. Roles of Key Personnel are set forth in Exhibit D, Work to be Performed.
- L. “Material” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- M. “Milestone(s)” means one or more events or dates, if specified in the Contract Documents, by which Work, as identified, must be provided by the Contractor.
- N. “Notice” means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- O. “Project” refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, LUSD and LUSD’s representatives.

- P. “Project Staff” means the personnel of Contractor, including Key Personnel, and Contractor’s subcontractors (if any) who are designated to provide the services of this Agreement.
- Q. The “LVUSD” refers to the Lakeside Union School District.
- R. “State Standard Agreement” means the form used by LUSD to enter into agreements with other parties. Several originally signed, fully executed versions of LUSD, together with the integrated Contract Documents, shall each represent the Agreement as an individual “Contract Counterpart.”
- S. “LUSD Representative” shall mean those individuals and/or functions set forth in the Contract Documents or any Notice associated with this Contract. LUSD Representatives shall also include those individuals designated to perform technical and/or administrative functions pursuant to this Contract. All communications with LUSD shall be through such individuals.
- T. “Stop Work Order” means the written Notice, delivered in accordance with this Agreement, by which LUSD may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- U. “Subcontractor” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When LUSD refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- V. “Task(s)” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for LUSD.
- W. “Third Party” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, agency, entity or combination thereof,

including joint ventures, other than LUSD or the Contractor, which is not a party to this Agreement.

- X. "Third Party Data" means all Data and information of a Third Party, including all such Data and information relating to the Third Party and their respective contractors, agents, employees, technology, operations, facilities, markets, products, capacities, systems, procedures, security practices.
- Y. "Work" or "Work to be Performed" or "Contract Work" may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of LUSD. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to LUSD 's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, LUSD may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If LUSD terminates all or a portion of this Agreement other than for cause, LUSD shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

State's Obligation Subject to Availability of Funds

- A. LUSD 's obligation under this Agreement is subject to the availability of authorized funds. LUSD may terminate the Agreement or any part of the

Contract Work, without prejudice to any right or remedy of LUSD, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, LUSD may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to LUSD 's right to terminate for convenience or default.

- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. LUSD will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.

- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

4. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager, [TBD], shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager. Any Notice from the Contractor to LUSD shall be in writing and shall be delivered the Project Manager as follows:

[TBD], Project Manager

- B. Notice to the Contractor shall be directed in writing to:

[TBD]

5. Subcontracting

- A. The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless LUSD agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

- B. This Agreement is based upon the unique expertise of the Contractor. Therefore, in addition to the prohibition against assignment under Exhibit A, Standard Provisions paragraph 4, it is the policy of LUSD to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease LUSD 's likelihood of receiving performance under this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of LUSD, and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of LUSD shall be void and shall constitute a breach of this Agreement. If the Contractor is authorized by LUSD to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.

- C. Any substitution or prolonged absence of the personnel who were specifically identified in the original proposal, as accepted, must be approved. Failure to obtain acceptance shall constitute a major breach of this Agreement

6. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

7. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

8. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

9. Audit

The Contractor shall permit the authorized representative of LUSD or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to LUSD under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

10. Insurance Requirements

A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, LUSD shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. Workers' Compensation at statutory requirements of LUSD of residency.
 - ii. Employers' Liability with limits not less than \$1,000,000.00 for each accident.
 - iii. Commercial General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
 - iv. Business Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
 - v. Professional Liability: Errors and Omissions \$1,000,000.00..
 - vi. The following Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Product, and Completed Operation coverage.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, LUSD. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to LUSD and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. LUSD, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

- ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects LUSD, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by LUSD, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

- E. The Contractor shall provide LUSD certificates of insurance satisfactory to LUSD evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon LUSD 's request.

- F. If at any time the foregoing policies shall be or become unsatisfactory to LUSD, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to LUSD, the Contractor shall, upon Notice to that effect from LUSD, promptly obtain a new policy, and shall submit the same to LUSD, with the appropriate certificates and endorsements, for approval.

- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to LUSD of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: 14535 Old River Road., Bakersfield, CA 93311

11. Confidentiality

A. General Obligations

All financial, statistical, personal, technical and other data and information which are designated confidential by a party ("Disclosing Party"), or, if not so designated, is nonpublic information that under the circumstances surrounding disclosure ought to be treated as confidential, and made available to the other party ("Receiving Party") in order to carry out the Agreement, or which become available to the Receiving Party in carrying out the Agreement ("Confidential Information") will remain the property of the Disclosing Party. All LUSD Data, or Third-Party Data shall be deemed Confidential Information of the LUSD as applicable. The Receiving Party shall protect the Confidential Information of the Disclosing Party from unauthorized use and disclosure and shall use at least the same degree of care, but no less than a reasonable degree of care, to safeguard the

Confidential Information of the Disclosing Party as it employs with respect to its own information of a similar nature. The Receiving Party shall require that its employees, agents and subcontractors comply with the confidentiality restrictions of this Agreement. Subject to the provisions of this paragraph 31, the Contractor may disclose LUSD, or Third-Party Confidential Information to its Subcontractors (if any) as reasonably necessary for the conduct of the LUSD business, provided that such subcontractor has signed a reasonable nondisclosure agreement. In the event of unauthorized disclosure or loss of Confidential Information, the Receiving Party shall immediately notify the Disclosing Party in writing. The obligations in this paragraph shall not restrict any disclosure pursuant to any applicable law or by order of any court or government agency (provided that the Receiving Party shall give prompt notice to the Disclosing Party of such order in such time as to permit the Disclosing Party to participate in the response to any such order) and shall not apply with respect to information that (1) is independently developed by the Receiving Party without violating the Disclosing Party's proprietary rights as shown by the Recipient's written records, (2) is or becomes publicly known (other than through unauthorized disclosure), (3) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, (4) is already known by the Receiving Party at the time of disclosure, as shown by the Recipient's written records, and the Receiving Party has no obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreements entered into before the effective date of this Agreement between the LUSD and Contractor, (5) is rightfully received by the Receiving Party free of any obligation of confidentiality, or (6) with respect solely to a particular disclosure, such disclosure is approved in writing by the Disclosing Party.

B. Unauthorized Acts

Without limiting either party's rights in respect of a breach of this paragraph, the Receiving Party shall:

- i. immediately notify the Disclosing Party of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information by any person or entity that may become known to the Receiving Party;
- ii. immediately furnish to the Disclosing Party the details of the unauthorized possession, use or knowledge, or attempt thereof, known by the Receiving Party and assist the Disclosing Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;

- iii. cooperate with the Disclosing Party in any litigation and investigation against Third Parties deemed necessary by the Disclosing Party to protect its proprietary rights; and
- iv. immediately use its commercially reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information.

C. Return of Confidential Information

- i. From time to time and upon the Disclosing Party's request, the Confidential Information of the Disclosing Party, including copies thereof, will be returned to the Disclosing Party, or if the Disclosing Party so elects, will be destroyed.
- ii. From time to time and upon the LUSD's request, the LUSD's, or Third Party's Confidential Information, including copies thereof, will be returned to the LUSD, or if the LUSD so elects, will be destroyed.

12. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of LUSD funds or that are sponsored by LUSD if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

13. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of LUSD with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, LUSD will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by LUSD in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of LUSD provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

14. National Labor Relations Board

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

15. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Section 8355 through Section 8357.

16. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.

- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

17. Americans with Disabilities Act

By signing this Agreement, Contractor assures LUSD that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

18. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

19. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

20. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

21. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

22. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

23. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of LUSD.

24. Disclaimer

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by Force Majeure. Force Majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.

25. Evaluation of Contractor

LUSD shall evaluate the Contractor's performance under the Agreement.

Acceptance of the Work

- A. The Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.

- B. Acceptance Criteria for Work (“Criteria”) provided by the Contractor pursuant to this Agreement:
 - i. Timeliness: The Work was delivered on time;

 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and

 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).

- C. The Contractor shall provide the Work to LUSD, in accordance with direction from the Project Manager. LUSD shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. LUSD’s Project Manager shall use the Acceptance and Signoff Form, provided as Attachment 1 to this Agreement, to notify the Contractor of the Work’s acceptability.

- D. If LUSD rejects the Work provided, LUSD’s Project Manager shall submit to the Contractor a written rejection using Attachment 1, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If LUSD rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.

- E. If the Project Manager requests further change, the Contractor shall meet with the Project Manager, within three (3) business days of such request, to discuss

changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the LUSD and a principal of the Contractor, as set forth in subparagraph F below.

- F. If agreement cannot be reached between LUSD's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Administrative Director of the LUSD, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the LUSD, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, LUSD may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, LUSD may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

26. Project Staff

- A. Contractor shall utilize individuals with suitable training and skills to perform the services. At no time shall personnel of Contractor and Contractor's Subcontractor, if any, provide services on LUSD premises except for the services set forth in this Agreement. The LVUSD shall have the right at any time to request that the Contractor remove any of its personnel from the LUSD, if in the LUSD Operator's good faith opinion, such individual is unsatisfactory with respect to conduct at LUSD. If the LUSD Operator exercises this right, the LUSD will promptly notify the Contractor and the Contractor shall promptly remove such individual from the LUSD. The Contractor shall then promptly meet with the LUSD's Project Manager to discuss the replacement of such an individual from the Project Staff. The contractor shall maintain backup procedures and conduct the replacement procedures for the Project Staff in such a manner so as to assure an orderly and prompt succession for any Project Staff member who is replaced. Upon the LUSD's request, Contractor shall make such procedures available to the LUSD.
- B. Conduct of Project Staff – While at the LUSD, Contractor shall, and shall cause Contractor's Project Staff, (1) to comply with the requests, standard rules and regulations and policies and procedures of the LUSD Operator regarding safety and health, security, personal and professional conduct (including the wearing of

an identification badge and adhering to site regulations and general safety practices or procedures) generally applicable to LUSD Operator's own personnel, and (2) otherwise conduct themselves in a businesslike manner. Contractor shall enter into an agreement binding all Project Staff to non-use and non-disclosure requirements at least as protective as those on Contractor with respect to the Client's Confidential Information in connection with Contractor's provision of the Services (to the extent that such agreements do not already exist).

27. Standard of Professionalism

The Contractor shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

28. Services Warranty

The Contractor warrants and represents that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to LUSD, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

29. Warranty – Basic & Professional

- A. Unless otherwise specified, the warranties contained in this Agreement begin after Work has been approved and accepted by LUSD.

- B. The Contractor warrants that the Work furnished hereunder will conform to the requirements of this Agreement and such Work (if a product) will be merchantable, for its intended purposes, free from all defects in Materials and workmanship, and to the extent not manufactured pursuant to detailed designs furnished by LUSD, free from defects in design. LUSD's approval of designs or

specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty.

- C. All warranties, including any special warranties specified elsewhere herein, shall inure to LUSD, its successors, assigns, customer agencies, and users of the Work provided hereunder.

30. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

31. Public Contract Code References

References to the Public Contract Code are provided for Contract's convenience only and shall not imply that the Public Contract Code applies to the LUSD, but rather shall be used to define the Contractor's obligations under the particular contract provision in which such code section is referenced.

32. Copyrights and Rights in Data

All copyrights and rights in the Data produced with funding from this Agreement that may presumptively vest in the Contractor shall be transferred to LUSD.

33. Ownership of Results

- A. Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of LUSD. Upon LUSD 's written request, the Contractor shall provide LUSD with all this Data within thirty (30) Days of the request.
- B. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of LUSD.

34. Limitation on Publication

- A. The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for LUSD without prior review and written permission by LUSD.
- B. The LUSD review shall be completed within thirty (30) Days of submission to the Project Manager and, if permission is denied, LUSD shall provide its reasons for denial in writing.

35. Limitation on State's Liability

LUSD shall not be responsible for loss of or damage to any non-State equipment arising from causes beyond LUSD 's control.

36. Contractor's Personnel--Replacement

- A. The Contractor shall provide a [position title] to perform the Tasks and provide the Deliverables set forth in this Agreement. The Contractor's [position title] shall:
- i. Serve as the primary contact with LUSD's personnel;
 - ii. Manage the day-to-day activities of the Contractor's personnel;
 - iii. Identify the appropriate resources needed;
 - iv. Plan and schedule the Work;
 - v. Meet budget and schedule commitments on this Project;
 - vi. Provide Progress Reports and Project Reviews in accordance with this Agreement; and
 - vii. Manage the overall quality of the Deliverables and the Work performed.
- B. LUSD reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to LUSD under this Agreement if in LUSD 's opinion, the performance of the Contractor's personnel is unsatisfactory. LUSD agrees to provide Notice to the Contractor in the event it makes such a determination. If LUSD exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- C. If any of the Contractor's Key Personnel become unavailable during the term of this Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills as that demonstrated in the resume set forth on page 70.
- D. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of LUSD's Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time, except for the Contractor's Project Contact.
- E. If any of the Contractor's Key Personnel identified within the Agreement become unavailable during the term of this Agreement, the Contractor will supply a substitute acceptable to LUSD 's Project Manager.

- F. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to LUSD, LUSD may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit A.

37. Prohibited Bids Concerning End Product of this Agreement

No person, firm, or subsidiary thereof, which has been awarded a consulting services agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision shall not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract to this Agreement in amounts no more than ten percent (10%) of the total monetary value of this Agreement.

38. Progress Reports

The Contractor shall submit progress reports to the Project Manager, as required, describing work performed, work status, work progress difficulties encountered, remedial actions, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. Invoices shall include, in detail, all costs and charges applicable.

39. Stop Work

- A. LUSD may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, LUSD shall either:

- i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.

- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. LUSD shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if LUSD decides the facts justify the action, LUSD may receive and act upon a proposal submitted at any time before final payment under this Agreement.

- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or LUSD's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, LUSD shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

- D. LUSD shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

40. Disabled Veteran Business Participation Review

The Contractor agrees that LUSD or its designee shall have the right to review, obtain, and copy all Data pertaining to performance of this Agreement. The Contractor agrees to provide LUSD or its designee with any relevant information requested and shall permit LUSD or its designee access to its premises, upon reasonable Notice, during Working Hours for the purpose of interviewing employees and inspecting and copying such Data, books, records, and other accounts that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Sections 10115 et

seq. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under the Agreement.

41. Rights in Data and Deliverables

- A. All communications and Data originated or prepared by the Contractor pursuant to this Agreement including, but not including the Contractor's administrative communications and Data relating to this Agreement, shall be delivered to and shall become the exclusive property of LUSD and may be copyrighted by LUSD. Upon LUSD's written request, the Contractor shall provide LUSD with all this Data within thirty (30) Days.
- B. The ideas, concepts, know-how, or techniques relating to Data processing, developed during the course of this Agreement by the Contractor or jointly by the Contractor and LUSD can be used by either party in any way it may deem appropriate.
- C. All inventions, discoveries, or improvements of the computer programs developed pursuant to this Agreement shall be the property of LUSD. LUSD agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor, or any other such person, and further agrees that the Contractor, or any other such person, may sublicense additional persons on the same royalty-free basis.
- D. This Agreement shall not preclude the Contractor from developing Data or Materials outside this Agreement that are competitive, irrespective of any similarity to Data or Materials which might be delivered to LUSD pursuant to this Agreement.

42. Ownership of Intellectual Property, Etc.

- A. Unless the Contractor and LUSD reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to LUSD's requirement (a) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of or related to providing services to LUSD shall be treated as if it were "work for hire" for LUSD, and (b) the Contractor will immediately disclose to LUSD all

discoveries, inventions, enhancements, improvements, and similar creations (collectively, "Creations") made, in whole or in part, by the Contractor in the course of or related to providing services to LUSD.

- B. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with LUSD, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to LUSD, without any additional compensation and free of all liens and encumbrances of any type. The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to LUSD. The Contractor agrees to execute any documents required by LUSD to register its rights and to implement the provisions herein.

43. Trade Secret, Patent and Copyright Indemnification

- A. The Contractor shall hold LUSD, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in connection with the Agreement.
- B. The Contractor may be required to furnish a bond to LUSD against any and all loss, damage, costs, expenses, claims, and liability for patent, copyright, and trade secret infringement.
- C. The Contractor, at its own expense, shall defend any action brought against LUSD to the extent that such action is based upon a claim that the Data or Materials supplied by the Contractor or the operation of such Data or Materials pursuant to a current version of Contractor-supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against LUSD in any such action. Such defense and payment shall be conditioned on the following:
 - i. That the Contractor shall be notified within a reasonable time in writing by LUSD of any Notice of such claim; and,
 - ii. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise,

provided, however, that when principles of government or public law are involved, LUSD shall have the option to participate in such action at its own expense.

- D. Should the Data, Materials, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, LUSD shall permit the Contractor at its option and expense either to procure for LUSD the right to continue using the Data or Materials, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Data or Materials by LUSD shall be prevented by injunction, the Contractor agrees to take back such Data or Materials and make every reasonable effort to assist LUSD in procuring substitute Data or Materials. If, in the sole option of LUSD, the return of such infringing Data or Materials makes the retention of other Data or Materials acquired from the Contractor under this Agreement impractical, LUSD shall then have the option of terminating such contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Data or Materials and refund any sums that LUSD has paid the Contractor less any reasonable amount for use or damage.

- E. The Contractor shall have no liability to LUSD under any provision of this clause with respect to any claim of patent, copyright, or trade secret infringement which is based upon the following:
 - i. The combination or utilization of Data and/or Materials furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii. The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or,
 - iii. The modification by LUSD of the equipment furnished hereunder or of the software; or,
 - iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.

- F. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

- G. The foregoing states the entire liability of the Contractor to LUSD with respect to infringement of patents, copyrights, or trade secrets.

44. Copyrights, Patents, Royalties, and other Rights in Data

- A. The costs or fees relating to royalties, patents, copyrights, trademarks or similar property rights (including, but not limited to, misappropriation of trade secrets) or claims for any such rights pertaining to inventions, articles, processes or methods that may be used upon or in a manner connected with the Work under this Agreement or with the use of completed Work by LUSD shall be paid by the Contractor. The Contractor and any of its sureties shall protect and hold LUSD, and its officers, agents and employees, harmless against any and all demands made for such fees or claims brought or made by or on behalf of the holder of any invention, patent, copyright, trademark or similar property right (including, but not limited to, misappropriation of trade secrets). Before final payment is made on the account of this Agreement, the Contractor shall, if requested by LUSD, furnish acceptable proof of a proper release from all such fees or claims.

- B. Should the Contractor, its agent, representatives or employees, or any of them, be enjoined from furnishing or using any invention, Data, Material, or appliances supplied or required to be supplied or used under the Agreement, the Contractor shall promptly notify LUSD of the Contractor's intent to substitute other Data, Materials, or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to LUSD. In the event LUSD elects, in lieu of such substitution, to have supplied and to retain and use any such invention, Data, Material, or appliances as may be required to be supplied by the Agreement, the Contractor shall pay all royalties or fees and secure such valid licenses as may be requisite and necessary for LUSD, its officers, agents, representatives and employees, or any of them to use such invention, Data, Material, or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly or to pay such royalties or fees and secure such licenses as may be necessary, then in that event LUSD shall have the right to make such substitution or LUSD may pay such royalties or fees and secure such licenses and charge the Contractor, even though Final Payment under the Agreement may have been made.

45. Data Security

Contractor shall establish and maintain safeguards against the destruction, loss or alteration of LUSD Data, or Third-Party Data that Contractor may gain access to or be in possession of in providing the services of this Agreement (the “Data Safeguards”). Contractor shall not attempt to access, and shall not allow its personnel access to LUSD Data, or Third-Party Data that is not required for the performance of the services of this Agreement by such personnel. In the event Contractor or a Contractor’s Subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to the LUSD Data, or Third Party Data, Contractor shall promptly (1) notify the LUSD of such breach or potential breach and (2) if the applicable LUSD Data, or Third Party Data was in the possession of Contractor at the time of such breach or potential breach, Contractor shall investigate and cure the breach or potential breach.

46. Limitation of Liability

LUSD shall not be liable to the Contractor for any indirect, special, or consequential damages or loss of anticipated profits in connection with or arising out of the furnishing, functioning, or use of any item or service provided under this Agreement. The Contractor indemnifies and holds harmless LUSD from and against all liability for personal injury or property damage caused by the Contractor's negligence or willful misconduct while performing its obligations pursuant to this Agreement on LUSD's premises. Any expiration or termination of this Agreement shall not affect the continuing obligations of the parties described in this Agreement.

EXHIBIT C

PAYMENT PROVISIONS

1. Contract Amount

- A. The total amount LUSD may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, shall be the actual costs not to exceed the total Contract Amount of \$[TBD] as set forth in this Exhibit.
- B. The Contractor has estimated the costs and expenses necessary to complete the Work. LUSD's acceptance of the Contractor's proposal and price does not (1) imply that LUSD approves of or adopts the Contractor's plan, means, methods, techniques, or procedures required to perform the Work, nor (2) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.

2. Payment for Contract Work

- A. For performing the Work of this Agreement, LUSD shall compensate the Contractor at the firm fixed prices, as set forth in Table 1, below, for the

completion and acceptance of each Deliverable, as set forth in Exhibit D, Work to be Performed, inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to LUSD.

Table 1: Total Amount by Deliverable for the Work

<i>Deliverable</i>	<i>Due Date</i>	<i>Total Not To Exceed Amount</i>
Deliverable #1	[TBD]	[TBD]
Deliverable #2	[TBD]	[TBD]
Deliverable #3	[TBD]	[TBD]

- B. The total not to exceed amount LUSD may pay the Contractor, pursuant to this provision, shall be \$[TBD].
- C. LUSD will hold 8%, eight percent, of the total encumbrance for the project until a notice of completion for the project is agreed by both parties.

3. Reimbursement for Allowable Expenses

The following constitutes the maximum limits the LUSD will pay for authorized travel expenses:

- A. For approved and necessary air transportation, the LUSD will reimburse a contractor for the actual cost incurred, provided all air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Project Manager agrees otherwise in writing.
- B. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, LUSD will reimburse the Contractor for actual meal and lodging expenses not to exceed \$150.00 per day plus applicable taxes on lodging.
- C. For necessary private vehicle ground transportation usage, LUSD will reimburse the Contractor up to \$0.34 cents per mile.

4. Direct Expenses

All fees and charges noted in this Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

5. Other Expenses

LUSD shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

6. Taxes

LUSD is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. LUSD will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

7. Method of Payment

A. The Contractor shall submit an invoice for Work provided upon completion of the Deliverables, as set forth in Exhibit D, Work to be Performed, or no more often than once a month. After receipt of invoice, LUSD will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

B. LUSD will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:

- i. The Contract number;
- ii. A unique invoice number;

- iii. The Contractor's name and address;
- iv. Taxpayer identification number (the Contractor's federal employer identification number);
- v. Description of the completed Work, including services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
- vi. The appropriate receipts for reimbursement of allowable expenses, if this Agreement provides for reimbursement;
- vii. The dates and hours worked;
- viii. The contractual charges, including the appropriate cost, price, rate, progress payment, or expenses, if allowable under this Contract; and,
- ix. Preferred remittance address, if different from the mailing address.

C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Lakeside Union School District
District Office
c/o Business Office
14535 Old River Road
Bakersfield, CA 93311

D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

8. Disallowance

If the Contractor claims or receives payment from LUSD for a service or reimbursement that is later disallowed by LUSD, the Contractor shall promptly refund the disallowed amount to LUSD upon LUSD 's request. At its option, LUSD may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

9. Payment Does Not Imply Acceptance of Work

The granting of any payment by LUSD as provided in Exhibit Title/Paragraph/Number, shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or

Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

10. Most Favorable Price

The Contractor agrees that no other customer will receive better rates for substantially similar services offered under substantially similar terms and conditions when the volume of business from such other customers is equal to or less than the volume of business LUSD delivers under this Agreement.

EXHIBIT D
WORK TO BE PERFORMED

1. General Information

A. [To Be Developed]

2. Background

Lakeside Union School District is a K-8 district with two school sites, Lakeside School and Donald E. Suburu School. Enrollment for the 2021-22 school year is 1,504 students.

Lakeside District Office - 14535 Old River Rd., Bakersfield, CA 93311

Lakeside School – 14535 Old River Rd., Bakersfield, CA 93311

Donald E. Suburu – 7315 Harris Rd., Bakersfield, CA 93313

A. [To Be Developed]

3. Objective or Purpose of the Agreement

A. [To Be Developed]

4. Contractor Responsibilities

A. The Contractor's Project Manager will have the following responsibilities under this Contract:

[To Be Developed]

5. LUSD Responsibilities

A. LUSD's Project Manager will be responsible for managing, scheduling, and coordinating all Project activities, including Project plans, timelines, and resources, and escalating issues for resolution to LUSD management.

6. Work Requirements

A. The Contractor shall provide the following Work...

Market Analysis,

Technology Center Outsourcing Report,

Managing An Outsourced Technology Center Report

7. Project Schedule

A. The Contractor shall complete and submit the Work pursuant to the following schedule...

Market Analysis,

Technology Center Outsourcing Report,
Managing An Outsourced Technology Center Report

EXHIBIT E

CONTRACTOR'S KEY PERSONNEL AND PROJECT STAFF

1. The Contractor's Project Staff shall be comprised of Key Personnel and other Project Staff designated to perform the Work of this Agreement.

2. The following individuals shall be the Key Personnel:

Name of Contractor's Key Personnel	Title
	Contractor's Project Manager

The resumes of the Contractor's Key Personnel are included in this exhibit.

- The following individuals shall be the other Project Staff:

Name of Contractor's Other Project Staff	Functional Role

**EXHIBIT F
ATTACHMENTS**

This Exhibit includes the following form(s):

Attachment 1, Acceptance and Signoff Form

ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM

Description of Work provided by Contractor:

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

Attachment B – Vendor’s Acceptance of Terms or Exceptions To Contract Terms and Conditions

**VENDOR’S ACCEPTANCE OF TERMS OR
EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS**

(Mark the Appropriate Choice)

_____ **Vendor accepts the General Conditions in Section 6 without exception.**

OR

_____ **Vendor proposes the following exceptions to the General Conditions:**

NOTE: If exceptions are proposed, vendor must submit a “redlined” version of the term or condition showing all modifications (additions or deletions, or new provisions) proposed by the vendor. The vendor must also provide an explanation/rationale as to why each individual modification is required.

(List all exceptions)

Signature

Printed Name

Title

Date

Attachment C – Vendor Certification Form

**ATTACHMENT C
VENDOR CERTIFICATION FORM**

I certify that neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with state or federal government customers during the two years preceding submission of this Proposal.

I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Signature

Printed Name

Title

Date

List of all Contracts with State or Federal Government Customers during the Two Years preceding Submission of this Proposal:

(List Contracts)

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their taxpayer identification number.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individuals/sole proprietors**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

- From within the United States, call.....1-800-852-5711
- From outside the United States, call.....1-916-845-6500
- For hearing impaired with TDD, call....1-800-822-6268

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

Attachment E – Non-Disclosure Agreement

Attachment E - Non Disclosure Agreement

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”), effective as of _____ (“Effective Date”), is entered into by and between the Lakeside Union School District, with its principal address at 14535 Old River Road., Bakersfield, CA 93311 (hereinafter “LUSD”) and [*company name/individual*], a [] corporation, with its principal address at [*complete address*], (hereinafter the “Company”).

WHEREAS, the LUSD is the owner of and/or has received from third parties (“Providers”) certain technical, financial and personnel information, software, inventions, research and development information, business plans, and/or other information which are not generally known to either the public or to the industry (collectively, the “Information”), which Information has been obtained and developed through substantial expenditures of time, effort and money, and which, if made available to the third parties, could seriously damage the business and activities of the LUSD and/or Providers (all such Information, whether verbal or written and in whatever form, and whether or not such Information bears a legend indicating its confidential or proprietary nature are hereinafter called the “Secret Information”);

WHEREAS, the LUSD and Company wish to discuss the possibility of entering into certain business transactions, and may enter into such transactions in the future (such future transactions referred to as “Future Agreements”);

WHEREAS, the LUSD wishes to afford itself certain protections regarding the Secret Information which the LUSD may disclose (i) during business discussions with Company and (ii) pursuant to Future Agreements; and

WHEREAS, the LUSD is willing to disclose the Secret Information to Company only on the terms and conditions set forth below, and Company agrees to receive the Secret Information from the LUSD only on said terms and conditions;

NOW THEREFORE, in consideration of the promises and of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. All Secret Information disclosed by the LUSD to Company shall be received in confidence by Company. Company agrees that it shall undertake all necessary and appropriate steps to ensure that the secrecy of the Secret Information in its possession shall be maintained. Company also agrees that it shall treat the Secret Information with not less than the same degree of care and confidentiality with which it treats its own confidential information, but in no event less than reasonable care. Company agrees that access to the Secret Information shall be given by it only to those of its employees who have a need to know to engage in the business relationship contemplated by this Agreement and who have signed a non-use and non-disclosure agreement in content at least as protective of the Secret Information as the provisions hereof, prior to any disclosure of the Secret Information to such employees.

2. Company shall not (i) use any portion of the Secret Information for any purpose not contemplated by this Agreement or (ii) disclose the Secret Information or any part of it to any third party without the prior written consent of the LUSD; provided, however, that Secret Information shall not include any information of the LUSD that: (a) is already properly known to Company at the time of its disclosure as shown by the Company's files and records immediately prior to the time of disclosure by the LUSD to Company; (b) is publicly known through no action or inaction of Company; (c) is received from a third party free to disclose it to Company; (d) is independently developed by the Company without use of or reference to the Secret Information, as shown by documents and other competent evidence in the Company's possession; or (e) is communicated to a third party with express written consent of the LUSD. Nothing in this Agreement shall prevent the Company from disclosing Secret Information to the extent the Company is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that Company gives the LUSD prompt written notice of such requirement before making such disclosure and Company gives the LUSD an adequate opportunity and assistance to interpose an objection or take action to assure confidential handling of such Secret Information.

3. Except as otherwise provided in any Future Agreement, at any time, Company agrees that it shall return to the LUSD upon request all documents, records, notebooks, computer media or other stored information of any form or type whatsoever containing any Secret Information, including all copies thereof, then in its possession or control (directly or indirectly), whether prepared by it or others and it shall at such time immediately discontinue all use of the Secret Information.

4. Nothing in this Agreement is intended to grant any rights to either party under any patent or copyright rights, nor shall this Agreement grant to any rights in or to the Secret Information, except as expressly set forth herein.

5. Any software and other technical information disclosed under this Agreement may be subject to restrictions and controls imposed by the Export Administration Act, Export Administration Regulations and other laws and regulations of the United States and any other applicable government or jurisdiction, as enacted from time to time (the "Acts"). Each party agrees to comply with all restrictions and controls imposed by the Acts.

6. ALL SECRET INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. The parties acknowledge and agree that the Secret Information and rights related thereto being protected by the LUSD hereunder are of a special, unique, unusual and extraordinary character, which gives them a peculiar value, the loss of which may not be adequately or reasonably compensated for in damages in an action at law, and further agree that the breach by Company of any of the provisions of this Agreement shall cause the other party irreparable injury and damage. In such event, the party alleging breach of this Agreement shall be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts and undertakings required of the other party hereunder and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement by the other party. Neither this provision nor any exercise by either party of its rights to equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have to, damages or otherwise. If either party brings suit to enforce the terms hereof, the successful party in such suit shall be entitled to receive all of its reasonable costs of litigation, including attorneys' fees.

8. If any provision of this Agreement is declared void, or otherwise unenforceable, to any extent, the parties shall endeavor in good faith to agree to such amendments that shall preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.

9. This Agreement contains the sole and entire agreement between the parties relating to the subject hereof and any representation, promise or condition not contained herein, or any amendment hereto or waiver hereunder shall not be binding on either party unless in writing and signed by an authorized representative of the party to be bound thereby.

10. This Agreement and all rights and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, affiliates, agents, employees and assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to choice of law principles.

11. This Agreement shall survive until such time as all Secret Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Company. Except as otherwise provided in any Future Agreement, either party may terminate this Agreement by written notice to the other. Notwithstanding any such termination, all rights and obligations hereunder shall survive with respect to Secret Information disclosed prior to such termination.

12. The State of California, acting through the Judicial Council of California, Administrative

Office of the Courts, is an intended third party beneficiary of this Agreement and shall have the right to enforce provisions of this Agreement directly against Company.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Administrative Office of the Courts

[Company]

By:

By:

Name:

Name:

Title:

Title:

Attachment F – Non-Disclosure Certification Form

**ATTACHMENT F
NON-DISCLOSURE CERTIFICATION FORM**

I certify that _____ (Proposer’s company name) (the “Proposer”) will submit to the LUSD the Non-Disclosure Agreement, contained in this Request for Proposals # IS-031306 as Attachment E, duly executed by an authorized officer of the Proposer without change or modification, within five (5) business days of being notified by the LUSD of the LUSD’s Notice of Intent to Award a contract to the Proposer.

I acknowledge that if Proposer fails to return the executed Non-Disclosure Agreement within the required timeframe, or if the Proposer submits a changed or modified Non-Disclosure Agreement, the LUSD, at the LUSD’s sole and complete discretion, may rescind the Notice of Intent to Award and disqualify the Proposer from any further consideration for contract award.

Signature

Printed Name

Title

Date