



REQUEST FOR PROPOSALS

EDUCATIONAL COMMUNITY ENGAGEMENT AND SURVEY PLATFORM

RFP No. 2-2324

RFP DEADLINE: April 8, 2024 at 9:00am

Proposal to be delivered to:

Lynh N. Rust

Executive Director, Contracts & Purchasing

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

RFP No. 2-2324 Educational Community Engagement & Survey Platform

Business Hours: 8:00am – 4:30pm

All dates subject to change at the sole discretion of Capistrano USD. Please continue to check our website throughout the proposal and selection periods for updates.

<https://www.capousd.org/subsites/Purchasing/Doing-Business/ACTIVE-Procurements/index.html>

**REQUEST FOR PROPOSALS (RFP) NO. 2-2324
EDUCATIONAL COMMUNITY ENGAGEMENT AND SURVEY PLATFORM**

CAPISTRANO UNIFIED SCHOOL DISTRICT (District) is currently soliciting *Request for Proposals* from firms interested in providing an engagement and survey platform for K-12 school districts. Proposals will be accepted only from firms with extensive prior experience in the indicated areas of specialization.

Request for Proposal documents can be downloaded at:

<https://www.capousd.org/subsites/Purchasing/Doing-Business/ACTIVE-Procurements/index.html>

SUBMITTAL INFORMATION

All responses must be received by:

April 8, 2024

@ 9:00am

**Capistrano Unified School District
Attn.: Ms. Lynh N. Rust
Executive Director, Contracts & Purchasing
33122 Valle Road
San Juan Capistrano, CA 92675
Hours: 8:00am – 4:30 PST**

ALL COMMUNICATIONS REGARDING THIS RFP/RFQ SHALL BE DIRECTED TO BOTH:

Stephanie Avera
Chief Technology Officer
Capistrano Unified School District
seavera@capousd.org

Lynh N. Rust
Executive Director, Contracts & Purchasing
Capistrano Unified School District
lnrust@capousd.org

CONTACT WITH ANYONE OTHER THAN THE INDIVIDUAL(S) NAMED HEREIN IS STRICTLY PROHIBITED.

Finalists will present virtually during the week of April 15 – 19, 2024.

Publish: March 4 & 11, 2024

CUSD Minimum Requirements

SCORING

Qualifying Providers will be evaluated on their complete proposal, based on the following considerations:

Factor	Weight
Vendor Support/Ability to Perform (References)	20%
Technical Requirements	15%
Functionality	20%
Usability	20%
Cost	25%

CONTENT AND SEQUENCE

1. Vendor Support and Ability to Perform
2. Technical Requirements
3. Functionality and Usability
4. Cost

VENDOR SUPPORT AND ABILITY TO PERFORM

Provide a brief description of your firm, as well as other firm(s) that may be joining you, to provide services. This description should include:

- Full legal name and year established
- Number of employees and organizational structure
- History and current standing in the marketplace, particularly in relation to K-12 education
- Background or other information which supports your firm's ability to provide the requested services effectively and reliably
- Evidence of long-term fiscal stability

Also include:

- List of company contacts, with descriptions of their roles and backgrounds that will be assigned to CUSD's anticipated implementation and ongoing support team.
- Details on proposed scope of project and implementation including a general outline and timeline for completion.

- Define CUSD responsibilities during implementation.
- Minimum of five (5) references from comparable local education agencies where proposed products and services are in use. Reference must include:
 - Organization Name and Location
 - Name, title and contact information of person(s) from this organization who has experience with and is knowledgeable of equivalent products and services proposed.
 - List of products and services used by this organization including length of time in use.
 - Average down time per contract - in a quarter, year, contract term, etc

TECHNICAL REQUIREMENTS

Provide evidence to support the system’s security, reliability, and interoperability. Include details about integration methodology, release schedules, service level agreements and company development and/or security certifications. This should include:

- Availability – 24/7, 365 with details on scheduled maintenance and strategies for ensuring high reliability.
- Tech support hours/format (live person? End-users, language availability?)
- Description of process for test and release of software updates and provision for maintaining business continuity during major upgrades
 - Sample testing checklist
- Description of system design for scalability in data storage, data sets and user increases.
- Description of performance monitoring and/or tools and techniques used to ensure consistent response times and availability of application
- Description of recommended/used database backup, system recovery and failover capabilities to minimize the system downtime and risk of data loss.
- Description of vendor support for disaster recovery of the complete solution in the instance of data corruption, complete data failure, complete server failure, or complete site failure. Provide evidence of comprehensive disaster recovery processes.
- CUSD requires full access to extract user-generated, system, and usage data. Please describe how your system supports this requirement.
- AZURE SSO integration for authentication/authorization.
- Provide a list of all Student Information Systems, Assessment and Document Management/Collaboration tools with which your solution currently integrates (Aeries, Office 365, Google, Q, DataWise, etc.)
- Describe your data integration and loading processes, include sample file layouts.
- Provide access to documentation on security policies and provide a description of policies regarding storage, retention, and distribution of data. Include company non-release policy.
- Must allow CUSD to review internal and/or 3rd party audits

- Vendor must warrant that background checks are performed on any employee who may have access to client data and that said employees are required to sign data handling agreements. Description of protocols for handling client data must be explained.
- Vendor agrees that, even if the proposed solution is hosted by the vendor, data housed in the system remain the sole property of CUSD and cannot be used in any way not explicitly approved by CUSD.
- Vendor agrees that no third-party shall be given access to CUSD data for any reason without explicit, written authorization from CUSD. Any third party used to support the system must be identified as a designated subcontractor in the RFP response and the role/service intended to be provided.
- After award/selection, any additional third party vendor/subcontractor must be approved by CUSD in writing.

FUNCTIONALITY AND USABILITY

This section should include an in-depth description of the Survey Tool functionality. The list below indicates minimum requirements that must be addressed in the Provider’s response. However, please respond in a way that demonstrates the full feature set of the Survey Program and its usability. Clearly indicate in the response if the functionality is

- A. available as part of the standard system package
- B. is available but requires an additional cost
- C. will be available in a future release (indicate proposed timeline and any additional cost associated)
- D. not available

Management:

- Roster Management – teacher level, administrator, project manager management tools
- Automatic Enrollments– individual/group enrollment of users through integration with SIS, PD Express, OMS and/or file uploads.
- User Roles– options to define various user roles with a variety of administration access levels
- Integration with data systems – SIS, PD Express, AD account integration
- Integration with other tools – interoperability functionality
- Automated Features – automated release of announcements, assignments or materials
- A data visualization platform/dashboard to analyze results over time
- The ability to send over student lists to have the survey given to individual students and have results disaggregated at the student level

Content Authoring:

- Meets California state requirements
- The ability to create surveys using our own questions or a provided question bank
- The ability to translate surveys into different languages (what languages are available)

Design and Layout:

- Web Accessibility – work on all platforms and current web browsers.
- Navigation and Workflow – intuitive interface
- Customization – look and feel (branding) can be customized
- Overall Accessibility – follows guidelines for access to all aspects of the LMS for persons with disabilities (ADA Compliance)

Mobile Functionality

- App Availability – mobile app for a variety of devices and OS
- App Functionality – App is full-featured

Support:

- Online support with a variety of support options – FAQ, Community discussions, how-to manuals and videos, examples of best practices.
- Access to editable electronic copies of training materials and best practices resources.
- F2F and/or online training with a facilitator is available.
- 24/7 phone and e-mail support and tracking system for monitoring issue resolution

Other:

- Commitment to ongoing development based on current technology and research findings.

COST

Detail all costs associated with the proposed solution, including the implementation, software licensing and maintenance, ongoing support, recommended professional services, and cost of optional services and products. Describe any assumptions made impacting the cost proposal, and any limitations that apply to the listed cost. It is important to note that given the nature of our organization and stakeholder groups, the standard ADA model for cost may not be appropriate. Please provide options to pricing that takes this into account.

One Time Costs

Item	Examples of Included Items	Unit Cost (Define Unit)	Estimated Cost Year 1
Implementation	Data Integration, Project Management, Professional Services, User Management, IT Staff training, etc.		

Training	Training Services, Core IT Staff, Stakeholder group trainers, Training Documentation, etc.		
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Other			
Total One Time Costs			

Annual Recurring Costs

Item	Examples of Included Items	Unit Cost (Define Unit)	Estimated Cost Year 1
SaaS Solution	Software maintenance, support, software updates/upgrades, updated training materials and release notes, etc.		
Other			
Total One Time Costs			

If pricing is contingent on a specific volume of users, students, staff, etc., those conditions must be explicitly stated in the response.

Optional Services and Costs

Item	Description	Unit Cost (Define Unit)	Estimated Cost Year 1
		Recurring/One time	
		Recurring/One time	
		Recurring/One time	

Standard Master Agreement
CAPISTRANO USD MASTER AGREEMENT:
RFP No. # Services Platform

This Master Agreement (“MA”), is made as of **DATE** (“Effective Date”), by and between the Capistrano Unified School District (“CUSD”) and **[INSERT]** (“Vendor”).

BACKGROUND

A. CUSD is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §4526, and Public Contract Code §20118.1, to acquire computer hardware and software from one of the three lowest responsible bidders.

B. CUSD establishes its contracts for eligible products and services through the following process:

1. On **[DATE]**, CUSD issued a Request for Proposal for **SERVICES Platform** (the “RFP”) and invited qualified vendors to submit pricing products and services in response to the RFP.
2. CUSD published the RFP on its website and in a local periodical:
3. CUSD received one or more responses to the RFP. CUSD evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.
4. CUSD selected Vendor for an award under the RFP for **Services Platforms** and related services (“Products”). The parties are entering this Master Agreement (“MA”) to evidence the terms and conditions of that award.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. GRANT AND ACCEPTANCE OF AWARD

CUSD awards this MA to Vendor under the RFP with respect to the Products at the prices listed in Exhibit A. Vendor accepts the award and confirms Vendor’s acceptance of all terms and conditions of the RFP, which are incorporated herein by this reference. The RFP, Vendor’s proposal in response to the RFP (“Vendor’s Proposal”), and the Standard Student Data Privacy Agreement (“NDPA”) are incorporated herein by this reference. This MA includes the Products and pricing offered in Vendor’s Proposal, as identified in the RFP.

2. TERM

The term of this MA (the “Term”) shall commence on the Effective Date and shall expire after a period of five (5) years. The Agreement may be terminated by CUSD or Vendor for convenience after three years by the giving of notice of at least thirty (30) days before the expiration of the (3) year term.

3. PRODUCT ADDITIONS/DELETIONS

Vendor may add or delete Products introduced or removed from the market under the following conditions:

- A. Deleted Products have been discontinued and are no longer available;
- B. Added Products are either a direct replacement or are substantially equivalent to original Products listed in the RFP, Vendor's Proposal, the MA, or added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Products that Vendor did not have at the time Vendor's Proposal was submitted;
- C. Vendor receives an executed Amendment to the MA;

4. COMPLIANCE WITH APPLICABLE LAW

The Products must meet the approval of CUSD and shall be subject to the CUSD's general right of inspection to secure the satisfactory completion thereof. Vendor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Vendor, Vendor's business, the Products, equipment and personnel engaged in Products covered by this MA or accruing out of the performance of such Products. If Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, Vendor shall bear all costs. Vendor has executed the Standard Student Data Privacy Agreement (NDPA). The parties acknowledge that for the purposes of the CCPA, Vendor will not (a) retain, use or disclose CUSD data for any purpose other than for the specific purpose of providing the Products specified in the MA, or (b) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, CUSD data to another business or third party for monetary or other valuable consideration. Without in any way limiting the foregoing, the parties agree that Vendor is a "Service Provider" under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq. & § 1798.140(v) and that nothing about the MA or the Products involves a "selling" or a "sale" of Member data under Cal. Civ. Code §1798.140(t)(1).

In accordance with the Americans with Disabilities Act of 1990 and section 504 of the Rehabilitation Act, all Products provided under this Agreement shall comply to those applicable rules of the Web Content Accessibility Guidelines ("WCAG 2.0") and such iterations of WCAG as may become applicable during the term of this Agreement.

5. PERMITS/LICENSES

Vendor and all Vendor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this MA.

6. INSURANCE

Vendor shall insure Vendor's activities in connection with the Products under this MA and agrees to carry insurance as specified in the RFP to ensure Vendor's ability to adhere to the indemnification requirements under this MA.

Any general liability policy provided by Vendor hereunder shall contain an endorsement which applies its coverage to CUSD, members of Capistrano USD 's board of trustees, and the officers, agents, employees and volunteers of Capistrano USD, individually and collectively, as additional insureds, using language as set forth below:

Capistrano USD, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by Capistrano USD shall be excess and noncontributory.

7. CONTRACT MANAGEMENT

- A. The primary Vendor contract manager for this MA shall be as follows:

Name:

Attn:

Address:

Email:

Phone:

- B. The primary Capistrano USD contract manager for this MA shall be as follows:

Capistrano Unified School District

Attn: Chief Technology Officer

33122 Valle Road

San Juan Capistrano, CA 92675

- C. Should the contract administrator information change, the changing party will provide written notice to the affected party with the updated information no later than ten (10) business days after the change.

8. INDEMNIFICATION

To the extent permitted under applicable law, Vendor will defend, indemnify and hold harmless CUSD and its directors, officers, employees, volunteers, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Product infringes or misappropriates the proprietary or intellectual property rights of a third party; (ii) that results from the negligence or intentional misconduct of Vendor or its employees or agents; or (iii) any allegation that the Product does not conform to WCAG 2.0.

To the extent permitted under applicable law, CUSD will defend, indemnify and hold harmless Vendor and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of CUSD or its employees or agents or (ii) any breach by CUSD of any of the representations, warranties or covenants contained herein.

The Parties subject to a claim or suit under this section shall promptly provide the other notice in the manner specified in Section 21, below.

9. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this MA, each party shall cover its own attorney's fees.

10. SEVERABILITY

In the event that any provision of this MA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this MA will be affected by such holding, and all of the remaining provisions of this MA will continue in full force and effect.

11. DEFAULTS

In the event that Vendor defaults in its obligations under this MA, and if such default is not cured within thirty (30) days after notice of the default from CUSD to Vendor, then CUSD may pursue any available remedies against Vendor including, but not limited to, termination of this MA.

12. GOVERNING LAW AND VENUE

THIS MA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN ORANGE COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS MA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVISIONS REQUIRED BY LAW: Vendor acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this MA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

13. NOTICES

All notices under this MA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (d) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this MA, or at such other addresses as either party may subsequently designate by notice.

14. ASSIGNMENT

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this MA in its entirety, without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this MA shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An "Affiliate" for purposes of this Section shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

15. INDEPENDENT CONTRACTOR

Vendor, in the performance of this MA, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of CUSD, and are not entitled to benefits of any kind or nature normally provided to employees of CUSD and/or to which CUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Vendor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Products to be provided under this MA. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.

16. FORCE MAJEURE

Neither party shall be deemed to be in violation of this MA if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this MA by providing a written notification and shall not be liable to the other for failure to perform its obligation.

17. COUNTERPARTS

This MA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MA, and the MA shall not be binding on any party until all Parties have signed it.

18. AUTHORIZED SIGNATURE

The individual signing this MA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the MA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

19. SURVIVAL

The parties' respective obligations under the following sections of this MA shall survive any termination of this MA: Sections 8 through 13, covering Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

20. EXHIBITS

This MA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

21. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This MA, the RFP, Vendor's Proposal, and the NDPA are the entire agreements between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this MA will be effective unless in writing and signed by both parties. Notwithstanding any language to the contrary therein, no Vendor terms or conditions stated in Vendor 's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this MA, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this MA; (2) any exhibit, schedule, or addendum to this MA; (3) the NDPA; (4) Vendor's Proposal; and (5) the RFP.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the Effective Date.

Capistrano Unified School District

VENDOR

By:

Its:

By:

Its:

Date

Date

Exhibit A

Pricing

Required Forms

All required forms must be submitted as part of the Vendor's complete proposal on or before the Proposal Deadline specified in the calendar of events.

PROPOSAL SUBMISSION CHECKLIST

- Proposal Submission Checklist
- Acknowledgment of Amendments to RFP
- Vendor Representation and Certification
- Noncollusion Declaration
- Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification on Restrictions on Lobbying
- Workers' Compensation Certificate
- Drug Free Workplace Certification
- Tobacco Use Policy
- Criminal Records Check Certification by Vendor
- W-9
- Insurance Requirements Acknowledgement
- Rules Acknowledgement
- Federal Certifications
- Pricing Form
- Service Level and Maintenance Agreement (if applicable)
- Sample Reports and Training Materials
- Standard Student Data Privacy Agreement CA-NDPA
- Proposal Form

Write out all answers using the Proposal Form. Additional material may be submitted with the proposal as appendices. No brochures, marketing materials, or internal company documentation will be considered when scoring Proposals. Cross-references to the Proposal Form in additional materials will not be considered responsive. Any additional descriptive material that is used in support of any information in Vendor's proposal must be clearly identified.

ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

VENDOR HEREBY ACKNOWLEDGES RECEIPT OF ANY AND ALL AMENDMENTS TO THE RFP.

If Vendor has no knowledge of any amendments to the RFP having been issued to, or received by, Vendor, please check the following box:

Amendments

Amendment No	Date Published	Date Received

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

VENDOR REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

- He/she is a duly authorized agent of the Vendor with the authority to submit a Proposal on behalf of the Vendor (corporate or other authorization confirmation may be requested prior to final contract execution).
- He/she has read the complete RFP documents and all amendments issued pursuant thereto.
- The Proposal complies with State conflict of interest laws. The Vendor certifies that no employee of its firm has discussed, or compared the Proposal with any other Vendor or District employee, and has not colluded with any other Vendor or District employee.
- If the Vendor’s Proposal is accepted by Capistrano USD, the Vendor will enter into a Master Agreement with Participants to provide the Services, Systems and Equipment described by the Proposal on the terms mutually acceptable to Participants and the Vendor.
- Capistrano USD reserves the right to reject any or all proposals.

I hereby certify that I am submitting the attached Proposal on behalf of

--

I understand that, by virtue of executing and returning this required response form with the Proposal, I further certify, that the Vendor understands and does not dispute any of the contents of the proposal requirements (except as may be noted in the response).

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

NOTE: If Joint Venture, each member of the joint venture must provide a completed certificate form.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY VENDOR AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106) The undersigned declares:

I am the

--

(title) of

--

(Vendor), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal. The Vendor has not directly or indirectly colluded, conspired, connived, or agreed with any vendor or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other vendor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other vendor. All statements contained in the proposal are true. The Vendor has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a Vendor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Vendor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed as follows.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

City

State

--	--

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The

--

(Principal) of

--

(Vendor Name)

Certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one (1) or more public transactions (federal, state or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an expiration to this certification.

I HEREBY CERTIFY AND AFFIRM THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I hereby certify on behalf of

--

(name of offeror) that

--

(Firm name) meets the following qualifications:

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- c. For any county, city, city and county, municipal corporation, public DISTRICT, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature

Date

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Vendor Legal Name

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Name

Title

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(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Vendor may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person’s or organization’s policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
- c. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Participant determines that I have either (a) made false certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Signature	Date

Vendor Legal Name

Name	Title

TOBACCO USE POLICY

In the interest of public health, Participant provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Participant. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Signature

Date

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Vendor Legal Name

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Name

Title

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NOTICE TO VENDORS REGARDING CRIMINAL RECORDS CHECK

(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school DISTRICT may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Vendor shall certify in writing to the Board of Trustees of the school DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital

or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CRIMINAL RECORDS CHECK CERTIFICATION BY VENDOR

(AB 1610, 1612 and 2102)

To the Board of Trustees of Participant:

I,

--

(name)

certify that:

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(Name of Vendor)

1. has carefully read and understands the Notice to Vendors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work it will be performing for the Participant,

--

(Name of Vendor)

employees may have contact with students of the DISTRICT.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code §1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Signature

Date

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Vendor Legal Name

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Name

Title

--	--

City

State

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W-9

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Please be sure to enter Vendor's full legal name. This is the name that will be used for awarded vendors.

Insurance Requirements Acknowledgement

These are the Insurance Requirements for Vendors providing services or supplies to CUSD. By submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Insurance Requirements may include additional provisions as deemed appropriate by CUSD. All insurers must be duly licensed and admitted by the State of California.

Mandatory Requirements (unless Participant reduces or excludes coverage requirements)

1. Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella Liability.

Minimum Limits (If required by Participant)

1. Workers' Compensation and Employer's Liability insurance in the amount of not less than \$1,000,000 per occurrence.

2. Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.

Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to CUSD. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this RFP or Master Agreement.

Optional Insurance

Cyber Risk insurance to cover both tangible and intangible property risk of the system and data, as well as third party liability for breaches of security is encouraged, but not required by EdTech JPA. Desired coverage includes: i. Security and privacy liability, including privacy breach response costs, regulatory fines and penalties; ii. Media liability, including infringement of copyright, trademark and trade dress (intellectual property by appearance of product, design, or packaging); iii. Cyber extortion; and iv. Privacy. Suggested limits of not less than \$2,000,000 per occurrence, or sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this RFP, Master Agreement and Purchase Agreements with Associate Members. The Policy should include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

Additional Insured Endorsement Language

"[Participant Name], its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Additional Insured Endorsements are required to accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) days prior written notice of cancellation.

Additional Required Documents

Certificates of Insurance must be accompanied by a list of all excluded coverages under the general liability and excess/umbrella liability policies. The exclusion policy document section must be provided to CUSD. The general liability and excess/umbrella liability documents must list the corresponding policy numbers referenced on the Certificate of Insurance.

I hereby agree to the insurance requirements specified herein.

Signature	Date

Vendor Legal Name

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Name	Title

Appendix C: Federal Certifications

Education Department of General Administration Regulation (EDGAR) Federal Funding Contract Compliance Form

The following provisions are not required for award but may be required by Participants and apply when federal funds are expended by Participants for any contract resulting from this procurement process. Participants are the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Breach of Contract by Either Parties

Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

I hereby agree to the Breach of Contract by Either Parties

Initials of Authorized Representative of Vendor Name

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Termination for Cause or for Convenience

Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the Federal Rules above, when federal funds are expended by CUSD, CUSD reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. CUSD also reserves the right to terminate the contract immediately, with written notice to Vendor, for convenience, if CUSD believes, in its sole discretion that it is in the best interest of CUSD to do so. The Vendor will be compensated for work performed and accepted and goods accepted by Participant as of the termination date if the contract is terminated for convenience of CUSD. Any award under this procurement process is not exclusive and CUSD reserves the right to purchase goods and services from other vendors when it is in the best interest of CUSD.

I hereby agree to the Termination for Cause or for Convenience

Initials of Authorized Representative of Vendor Name

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Rights to Inventions Made Under a Contract Agreement

Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement, “; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the Federal Rules above, when federal funds are expended by Participants, the Vendor certifies that during the term of an award for all contracts by Participants resulting from this procurement process, the Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

I hereby agree to the Rights to Inventions Made Under a Contract Agreement

Initials of Authorized Representative of Vendor Name

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Clean Air Act (42 U.S.C.7401-7671q.)

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

I hereby agree to the Clean Air Act (42 U.S.C. 7401-7671q.)

Initials of Authorized Representative of Vendor Name

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Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rules above, when federal funds are expended by Participants, the Vendor certifies that during the term of an award for all contracts by Participants resulting from this procurement process, the Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

I hereby agree to the Debarment and Suspension

Initials of Authorized Representative of Vendor Name

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Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

(Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the Federal Rules above, when federal funds are expended by Participants, the Vendor certifies that during the term and after the awarded term of an award for all contracts by Participants resulting from this procurement process, the Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that

a.) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

b.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

I hereby agree to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Initials of Authorized Representative of Vendor	Name

Record Retention Requirements for Contracts Paid for/with Federal Funds - 2 CFR § 200.333

When federal funds are expended by Participants for any contract resulting from this procurement process, the Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I hereby agree to the Record Retention Requirements for Contracts Paid for/with Federal Funds - 2 CFR § 200.333

Initials of Authorized Representative of Vendor	Name

Certification of Compliance with the Energy Policy and Conservation Act

When federal funds are expended by Participants for any contract resulting from this procurement process, the Vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

I hereby agree to the Certification of Compliance with the Energy Policy and Conservation Act

Initials of Authorized Representative of Vendor	Name

Certification of Compliance with Buy America Provisions

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

I hereby agree to the Certification of Compliance with Buy America Provisions

Initials of Authorized Representative of Vendor	Name

Certification of Non-Collusion Statement

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

I hereby agree to the Certification of Non-Collusion Statement

Initials of Authorized Representative of Vendor	Name

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above

Vendor Legal Name

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Vendor Address

--

City	State	Zip

Phone Number	Fax Number

Email Address

--

Name	Title

--	--

Signature

Date

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Appendix D: Pricing Form

Detail all costs associated with the proposed Solution, including, but not limited to, complete delivery, the implementation, installation, configuration, software licensing, maintenance, ongoing support, repairs, parts, recommended professional services, taxes and surcharges, and costs of optional services and products. Describe any assumptions made impacting the cost proposal, and any limitations (e.g., professional service hours, number of initial distribution groups) that apply to the listed costs. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

- One Time Costs
- Annual Recurring Costs
- Optional Services/Solutions and Costs

Expand the following tables as required to provide pricing for the proposed system to meet the requirements specified in this RFP. Include Software Upgrade Costs and Maintenance Support and Assurance. Explain any escalation or price change for each year if pricing for each year is not identical. Provide the hourly rate for services not covered by warranty or service contracts.

If pricing is different based on the quantity of licenses purchased, or any other factor(s), please provide pricing for Tier 1 and Tier 2 in the Unit Cost column, along with specifications to qualify for each Tier in the Description column. If inadequate specifications are made Participants may select which Tier they belong in, to the best of their knowledge.

All costs for functionality in the proposal must be listed in the pricing forms. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

Pricing Form				
One Time Costs				
Item	Description	Unit Cost (indicate Flat Cost or Per Student/Staff/Us er, etc.)	One Time Cost (Y or N)	Price Escalators (Years 1 - 5)
Implementation <i>Including but not limited to: Data Integration, Transition from Existing Systems, Project Management, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, District Trainers and Teachers)</i>				
Training <i>Including but not limited to: Training Services (Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)</i>				
Other <i>Please Describe:</i>				
Annual Recurring Costs				
Item	Description	Unit Cost (indicate Flat Cost or Per Student/Staff/Us er, etc.)	One Time Cost (Y or N)	Price Escalators (Years 1 - 5)
Tier 1 Licensing <i>Including but not limited to: Software, Licensing, training materials and release notes.</i>	_____ licenses to qualify for Tier 1			

Tier 1 Maintenance & Support				
Tier 1 Upgrade & Update Costs <i>Including but not limited to: Updated training materials and release notes.</i>				
Tier 1 Other <i>Please Describe:</i>				
Tier 2 Licensing <i>Including but not limited to: Software, Licensing, training materials and release notes.</i>	_____ licenses to qualify for Tier 2			
Tier 2 Maintenance & Support				
Tier 2 Upgrade & Update Costs <i>Including but not limited to: Updated training materials and release notes.</i>				
Tier 2 Other <i>Please Describe:</i>				
Optional Services/Solutions				
Item	Description	Unit Cost <i>(indicate Flat Cost or Per Student/Staff/Us er, etc.)</i>	One Time Cost <i>(Y or N)</i>	Price Escalators <i>(Years 1 - 5)</i>
Optional Services/Solutions 1 <i>Check box if required to meet minimum requirements of this RFP</i>				
	<input type="checkbox"/> Required to Meet Requirements	<input type="checkbox"/> Recurring <input type="checkbox"/> One-Time		

	<p><i>If required to meet requirements in this RFP, list requirements that are dependent on the optional Services/Costs OR Future development efforts:</i></p>			
<p>Optional Services/Solutions 2 <i>Check box if required to meet minimum requirements of this RFP</i></p>				
	<input type="checkbox"/> Required to Meet Requirements	<input type="checkbox"/> Recurring <input type="checkbox"/> One-Time		
	<p><i>If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts:</i></p>			

Appendix E: Supplementary Materials

Service Level and Maintenance Agreement (if applicable)

Sample Reports and Training Materials

Additional Resources that Support the Proposal

*Please note that Vendor agreements must be incorporated into CUSD agreements and negotiated after award to be incorporated into terms.

Appendix F: Standard Student Data Privacy Agreement (CA-NDPA Standard)

Please complete and sign the CA-NDPA, including Exhibit E.