REQUEST FOR PROPOSAL
RFP No. 19-27

LEARNING MANAGEMENT SYSTEM (LMS)

PROPOSAL DUE DATE

Proposals must be submitted by 11:00 a.m., April 2, 2020

SUBMIT RESPONSE TO
Board of Education, Bid Box
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
ATTN: Lenore C. McCall, Buyer- Purchasing Services
777 N F Street
San Bernardino, CA 92410
Phone: (909) 381-1129
NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District of San Bernardino County, State of California, acting by and through its Governing Board, hereafter referred to as the “District”, is soliciting sealed proposals in response to RFP No. 19-27, Learning Management System (LMS).

Proposals may be received up to but not later than: April 2, 2020 @ 11:00 a.m.

Vendors who are desirous of securing a copy of the RFP documents may do so by download from the District’s website at: http://sbcusd.com/bids.aspx. Proposal responses must conform and be responsive in accordance with the RFP Documents that are on file for examination at the District’s Purchasing Department and posted on the District’s website.

Proposals must be received at the PURCHASING DEPARTMENT, BID BOX, SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, 777 N F Street, San Bernardino, CA 92410, and shall be opened on the date at the below stated time and place. All responses must be clearly marked on the outside of a sealed envelope with the Vendor’s company name and the RFP number. It is the Vendor’s sole responsibility to ensure that its proposal response is received at the correct location and by the time of opening. No Vendor may withdraw its RFP for a period of 60 days after the date set for the opening of proposals.

Contract award is contingent upon availability of funds. Minority and Disabled Veterans Businesses are specifically encouraged to respond.

The District reserves the right to accept or reject any or all proposals, and to accept or reject any item, to withdraw a line item or entire RFP, and to waive any irregularities or informalities in the RFP document(s). The District may award any, all, or none of this RFP.

By: Lenore C. McCall
   Purchasing Services – Buyer

1st PUBLICATION: March 12, 2020
2nd PUBLICATION: March 19, 2020
Request for Clarification: March 24, 2020, 11:00 a.m.
Public Opening: April 2, 2020, 11:00 a.m.
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INTRODUCTION

1.0 **Purpose** – San Bernardino City Unified School District’s (SBCUSD), Accountability & Educational Technology Department, hereafter the “District” is seeking bid proposals from qualified vendors to provide a Learning Management System (LMS) to be used by the District per the required and desired features listed in the scope of work.

2.0 **About the District** - The San Bernardino City Unified School District has an Average Daily Attendance (ADA) of approximately 54,000 students, and is located in central San Bernardino County and serves a diverse geological area of approximately 105 square miles. San Bernardino City Unified School District consists of small schools in rural mountain and foothill communities and larger suburban schools in valley flatland areas. The district operates 49 elementary schools, 11 middle schools, and 10 high schools. In addition, the District operates a continuation school, community day school, independent study schools, charter schools, and adult education and preschool programs. (For additional information on the District, log onto [http://sbcusd.com](http://sbcusd.com))

3.0 **Notice Inviting Proposals** - All interested Vendors are invited to submit sealed proposals in accordance with the terms and conditions stated in this Request for Proposal (RFP). Vendors must possess strong experience with successful implementation, training and problem resolution in the delivery of Learning Management System. The District is seeking proposals meeting or exceeding RFP specifications. To be eligible for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation within the timeframe specified herein. It shall be the sole responsibility of the Vendor to ensure proposals are submitted on the date, time and location specified in the RFP document. San Bernardino City Unified School District reserves the right, in its sole discretion, to determine the criteria and process whereby proposals are evaluated and awarded. No damage shall be recoverable by any challenger as a result of these determination or decision by the San Bernardino City Unified School District Board of Education.

A copy of the RFP can be viewed and downloaded by accessing the District’s website @ https://sbcusd.com/district_offices/business_services_division/Purchasing/bids_and_r_f_pps. If a proposer discovers any ambiguity or error such as a conflict, discrepancy, omission, or other error in the RFP, the proposer shall immediately notify the District in writing. The last day the District will accept request for clarifications is **March 24, 2020, 11:00 a.m.** All questions or requests for clarification regarding this proposal are to be submitted via email directed to the attention of Lenore C. McCall – Buyer - Purchasing Services at Lenore.mccall@sbcusd.k12.ca.us. **Contact with any other individual regarding this solicitation may be grounds for rejection.** Responses to questions and/or RFP clarifications will be posted on the District web site as addenda. It is the sole responsibility of each bidder to periodically check the web site for any addenda postings.
Acknowledgement of all addenda must be submitted with proposal response. **Failure to acknowledge in writing the receipt of any addendum may result in proposal rejection.**

**40 Proposal Submission** - One (1) original, two (2) copies and one (1) digital copy on flash drive of the Proposal must be mailed or delivered in a sealed envelope to the below stated address and identified as **RFP No. 19-27: Learning Management System**, in the bottom left-hand corner of the envelope. The word “ORIGINAL” shall be plainly stated on the original Proposal document. It is not necessary to submit each proposal in a separate envelope. All proposals may be submitted in one packet. The cost of preparing and submitting a proposal is the sole responsibility of the proposer and shall not be chargeable in any manner to the District. The contents of any proposal shall not be disclosed as to be made available to competing entities during the evaluation process.

**Proposals must be received in the San Bernardino City Unified School District “Bid Box”, Attn: Lenore C. McCall - Purchasing Services, 777 N F Street, San Bernardino, CA, 92410 no later than 11:00 a.m., PACIFIC STANDARD TIME, April 2, 2020. E-mailed or faxed proposals will not be accepted.**

Proposal documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the proposal. Responsibility for errors or omissions on the part of respondents will not be assumed by the District. A response to any specific item of this RFP with terms such as “negotiable”, “will negotiate”, or similar, may be considered non responsive. **No oral, telegraphic, email or telephone quotations or modifications will be accepted.**

All pricing must be in ink or typewritten. No pencil figures will be permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing quotation. The quantities contained within the RFP documents are approximate. The District reserves the right to increase or decrease quantities as required.

In addition to the Proposal, Vendors shall also complete as a part of the RFP all other forms requested on pages 15 through 36.

**41 Proposed Fee Schedule/Costs** - A fee schedule/proposed cost for each service, product or software being proposed must be clearly identified in the price proposal. **Price proposal shall be in a separate sealed envelope and clearly marked “Price Proposal”.** Be thorough and specific as price will be weighed heavily and will form the basis of any contract award. Fees/costs shall identify all terms, including but not limited to:

1) Hosting Fees; 2) Training and Support Fees (initial and on-going); 3) System Software license fees (to include automatic upgrades, cancellation penalties, etc.); 4) Software maintenance fees (including any required third-party fees); 5) Software integration fees; 6) Equipment requirements; and 7) Any other or additional fees (plug-ins, custom alterations, other licenses or services offered outside of the scope of work, etc.)

The District anticipates awarding a 5-year contract effective July 1, 2020 through June 30, 2025, with an option to cancel annually at the sole discretion of the District with 90 days prior written notice. Contract rates shall remain firm throughout the terms of the contract. In
the event of a general price decrease the District reserves the right to revoke the RFP award unless the decrease is passed on to the District. Vendor shall provide 3-months advance notice of annual request for increase in rates which shall be subject to negotiation and written agreement between the parties.

4.1.1 Proposal Format – Each proposal should be clearly divided into sections (and subsections at vendor’s discretion). Prospective vendors are encouraged to follow the format shown below. Read the RFP carefully and respond accordingly. Failure to do so may be cause for rejection. At a minimum, proposals should include the following sections:

Section 1 – Executive Summary – Outline of services along with a brief summary of your firm’s qualifications and years in business including:

a. Description of your firm’s experience with (3) projects of similar size and complexity. Include scope of projects and description. Provide name of District, contact names, phone number and e-mail.

b. Identify and describe the qualifications of your proposed project team.

c. Indicate whether your organization has been known by any other names within the last five years.

d. Provide the names and qualifications of key personnel who would be assigned to manage and/or work directly with this account, in the roles/areas listed below. Please include education and professional work experience. (Project Manager, Implementation Team, & Customer Service Key Contact.)

Section 2 – Supplemental Questionnaire (page 21-23)

Section 3 – Scope of Work – Address each “Yes” response with respect to the required/desired features (pages 15-19)

Section 4 – Exceptions taken to District Terms & Conditions, including software license agreements, contract modifications, deletion or additions vendor would like District to consider shall be included here. If proposer does not agree with any terms or conditions of this RFP document, the District’s contract, or any District Terms and Conditions, the proposer must present its exceptions with its proposal. If no concerns are expressed by the proposer, the District shall consider that all terms and conditions of the RFP and District contract are accepted. The District reserves the right to negotiate and/or reject proposals based upon alternate T&C’s offering and/or any exceptions taken to any District contract terms and/or District RFP Terms and Conditions. Note: The district is under no obligation to accept, review or negotiate any exceptions taken to District RFP documents.
Section 5 – Methodology – Describe how your Firm will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of our company to undertake and accomplish the required scope of services while meeting all deadlines. Provide a startup action plan and timelines to complete the project.

Section 6 – Certifications and Other Required Forms (pages 24 through 36)

42 Proposal Acceptance - Failure to submit the information requested may result in the District’s request for prompt submission of missing information and/or giving a lower evaluation of the proposal. The District reserves the right to reject proposals which are substantially incomplete or lack material information.

Issuance of this RFP and receipt of proposals does not commit the District to make an award. The District reserves the right to postpone opening, to accept or reject any or all proposals received, to waive any informality or irregularity in the proposal response, to negotiate with other than the highest ranked proposer, or to cancel all or any part of this RFP, all in the best interest of the District. Any award will be contingent upon available and approved funding.

A proposer may modify or withdraw a proposal after submission by written notice of withdrawal provided that the proposal is withdrawn prior to the due date. No proposal may be withdrawn for a period of sixty (60) days after stated due date of proposal response. No proposal or proposal modification received after the due date will be considered.

43 Proposal Evaluation - All Proposals will be evaluated for completeness and the proposer’s ability to meet or exceed RFP specifications. A contract, if awarded, will be pursuant to California Public Contract Code 20118.2, which permits the District to competitively negotiate such contracts and to consider more than simply price in awarding the contract. In this case, price will be one of the most heavily weighted factors; though the District will also consider the prospective Vendor’s ability to meet the minimum technical specifications for the services as described in the RFP, as well as other relevant factors, including but not limited to performance reliability, efficient bandwidth usage, standardization, warranties and customer support.

The District may then short list for oral presentation specific proposals best meet or exceed District requirements. Vendors who are unable to meet the District’s schedule and/or requirements for an oral presentation are subject to proposal rejection.

43.1 Proposal Evaluation Criteria - During the evaluation period, the District reserves the right to conduct on District site, telephone or email conversations with a Proposer to clarify proposals, competitively negotiate, ask questions or obtain additional information.
The criteria listed below are not necessarily an all-inclusive list. While price will be the most heavily weighted criteria, the order of appearance is not intended to indicate relevance of importance. Once a proposer has been found responsive to the RFP requirements, a determination of award will be made based on the following considerations:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Services (including annual renewal, hosting fees, data integration fees, software maintenance fees, support and training, all other fees)</td>
<td>40</td>
</tr>
<tr>
<td>Responses to Scope of Work and Supplemental Questionnaire</td>
<td>25</td>
</tr>
<tr>
<td>Firm’s expertise, background, personnel qualifications, and experience with School Districts similar in size and scope to SBCUSD</td>
<td>15</td>
</tr>
<tr>
<td>Training and Support</td>
<td>10</td>
</tr>
<tr>
<td>Proposal format, organization and clarity</td>
<td>5</td>
</tr>
<tr>
<td>Acceptance of T&amp;C’s offering</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

4.3.2 **Oral Presentation** - The proposer should be prepared to present such information in order that the Committee can effectively and objectively analyze all system, materials and documentation proposed to implement a viable and successful Learning Management System. Firms invited for oral presentations must be represented by the individual who will be the prime contact person to the District, and other key project team members. A Proposer’s inability to respond to any request for clarification and/or oral presentation may be cause for disqualification. Upon conclusion of the proposal evaluation process, a Notification of Intent to Award will be sent to the firm selected. Award shall be made to the qualified bidder whose proposal is determined to be most advantageous and provides the best value at the most economical cost to the District.

4.3.3 **Schedule of Events**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing Date for RFP Questions</td>
<td>March 24, 2020, 1:00 am</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>April 2, 2020, 11:00 am</td>
</tr>
<tr>
<td>Anticipated Interview Date (if conducted)</td>
<td>Week of April 20</td>
</tr>
<tr>
<td>Anticipated Notice of Intent to Award</td>
<td>May 2020</td>
</tr>
<tr>
<td>Anticipated Board Approval/Contract Award</td>
<td>June 2020</td>
</tr>
<tr>
<td>Anticipated Start Date</td>
<td>July 1, 2020</td>
</tr>
</tbody>
</table>

**NOTE: Above dates are approximate and subject to change.**
GENERAL TERMS AND CONDITIONS

5.0 Term of Contract - Any award made between the District and successful proposing Vendor will consist of a District Agreement (a copy of which is included in this RFP package), this RFP document, all addenda, the Vendor’s submitted proposal, all negotiation documents, District’s Terms & Conditions, and any resulting Purchase Order(s). The contract period will be for a period of (5) five years upon approval of contract award by the San Bernardino City Unified School District Board of Education, with the District reserving the option to cancel upon 90-day advance notification, at the sole discretion of the District.

6.0 Assignment - Contract shall not be assignable in whole or in part without prior written consent of the District. In the event of any assignment hereunder to which the District has consented, each such assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without additional written consent of the District.

7.0 Mediation/Arbitration - If a dispute arises out of or relates to the contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under a mutually agreed upon process before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to the Agreement, or breach thereof, shall be settled by arbitration in the State of California, San Bernardino County, in accordance with a mutually agreed upon process.

8.0 Contract Termination

8.1 Default - In addition to any other rights of termination or any other remedies available at law or in equity, including but not limited to, liquidated damages, if District determines that a default or violation under the contract has occurred, it shall provide written notice to the Vendor describing the default or violation and it shall require the default or violation to be cured within five (5) business days. If the default or violation is not cured within that five (5) day period, the District may exercise its right to terminate the contract. In the event of a termination, District shall send a notice of termination in any manner acceptable as described in Notices, to the Vendor declaring the contract to be terminated as of the date provided in the notice.

8.12 Unsatisfactory Performance - If, at any time during the performance of the contract it is determined that Vendor’s Services are unsatisfactory, the District shall provide written notice to the Vendor describing the unsatisfactory performance and a reasonable cure period. If the performance remains unsatisfactory at the end of the cure period, the District shall provide notice to the Vendor and the District shall have the right to terminate the contract as may be stated in the notice. In the event of a termination, the District is obligated to make payments only for services rendered up to the notice of termination.

8.13 Convenience - In addition to any other termination conditions, the District may terminate this contract, in whole or in part, for any reason whatsoever. The District will give 90 days advance written notice.
8.1.4 Payment & Remedies - At the time of termination, payment of invoices for products and services already received and approved in accordance with the RFP documents shall be the responsibility of the District. The District shall not be responsible for any loss of profits resulting from the cancellation. There shall be no early termination fee charged to the District.

Vendor understands data generated in Learning Management System Platform is the property of the District. Vendor agrees in the event of termination, all District owned data shall be transition and delivered to or District appointed agent within 90 days of District request. It is difficult to determine the amount of damage resulting from failure to meet the transition timeline. Failure to meet the time, due to no fault of the District, will result in a daily charge of $150 each day transition is delayed. Said amount shall be assessed as a penalty and shall not be construed as liquidated damages.

District’s right to terminate the contract as stated herein is in addition to any remedies District may have, including but not limited to assessing liquidated damages.

9.0 Non-Availability of Funds - Contracted services are contingent upon availability of funds. The District is not responsible, nor will it be penalized, for canceling or extending the contract due to lack of funding.

Vendor agrees to stop work upon notification by the District. In accordance with the RFP documents, the District will issue payment for the portion of work, product or service received.

10.0 Insurance - Throughout the life of the Contract, Vendor shall pay for and maintain in full force and affect the following policies of insurance:

10.1.1 Commercial or Comprehensive and General Liability insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than $2,000,000 per occurrence, and if written on an Aggregate basis, $4,000,000 Aggregate limit (CG 0001).

10.1.2 Commercial (Business) Automobile Liability insurance, endorsed for “any auto” with combined single limits of liability of not less than $1,000,000 each occurrence. (CA 0001)

10.1.3 Professional Errors and Omissions not less than $1,000,000 per Claim/$2,000,000 Aggregate. (5 year discovery and reporting tail period coverage). Certificate of Insurance only required.

10.1.4 Workers’ Compensation as required under the California Labor Code, and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

All insurances shall be with a California Admitted insurer, with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and authorized to conduct business in the State of California.
11.0 **Self Insured** - In any instance in which successful proposer choose to self-insure the amount of the retained limit or the underlying policy limits, the assured, as self-insurer, has the same duties and obligations as above. The self-insured entity represents that it currently holds coverage in the amounts as required herein. Any deductibles or self-insured retentions must be declared to and approved by the District. District shall guarantee that, at the option of the District, either: (1) the self-insurer shall eliminate such deductibles or self-insured retentions in respects to the District, its Buyers, officers, employees, agents and volunteers; or (2) the self-insurer shall procure a bond guaranteeing payment of losses and related investigation costs, claims, administrative and defense expenses.

12.0 **Examination and Audit**

12.1 **Audit** - The contracting parties shall be subject to the examination and audit of the District or District appointed auditor(s) throughout the performance period of the contract, and for a period of three (3) years after final payment. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

12.2 **Audit Access** - For the purposes of such audits, Vendor shall provide to the District (or its designees) access to the part of any facility at which the Vendor is providing services, to Vendor personnel, and to data and records relating to the services. Vendor shall provide reasonable assistance during the audit and will cooperate reasonably with the District in connection with audit functions and with regard to examinations by regulatory authorities. The District’s auditors shall comply with the Vendor’s reasonable security measures.

13.0 **Piggybackable Bid**

In accordance with Public Contract Code Section §20118, other school districts in the State of California may purchase under the same terms and conditions of this bid if it is determined to be in their best interest. If so, the San Bernardino City Unified School District waives its right and prefers that each school district work directly with the successful bidder. Sales to the other district will be made at the discretion of the successful bidder.

14.0 **Contractual Agreement**

Successful proposer will be required to enter into an agreement substantially similar in format to the below sample agreement.
AGREEMENT

THIS AGREEMENT, dated the day of ___________, 2020, in the County of San Bernardino, State of California, by and between the San Bernardino City Unified School District, hereinafter referred to as "District" and _________, hereinafter referred to as "Vendor".

WITNESSETH:

That the District and Vendor, for the consideration stated herein, agree as follows:

1. **Contract:**

The complete contract includes all RFP documents, all of the contract documents, including the Notice Inviting Proposals, RFP No. 19-27, all proposal addenda, the submitted proposal, all negotiation documents, any resultant purchase order(s), District’s Terms and Conditions, Special Conditions if any, Specifications, if any, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. **Scope of Services:**

Vendor shall perform within the time set in the Notice to Proceed, everything required to be performed, and shall provide and furnish all the personnel, labor, materials, necessary tools, equipment, and services, as described in all the documents of RFP No. 19-27 Learning Management System. Services shall be provided and performed in strict accordance with all such specifications and provisions described in Section 1 above. The Vendor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. **Compensation:**

District shall pay to the Vendor, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the total sum of (SXX.XX) Dollars & Cents (Reference Fee Schedule/Costs (Appendix “ “), said sum being the total amount agreed upon resulting from Vendor proposal dated 201X;

4. **Contract Term:**

The term of the contract is and shall continue through . The District reserves the right to cancel in accordance with the cancellation terms stipulated in the RFP documents.

5. **Indemnification:**

The Vendor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under
either (1) or (2) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent Contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm, or corporation employed by the Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract, and not by the active negligence of the District.

(c) Vendor, at Vendor’s own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

6. **Insurance:**

Vendor, at Vendor’s sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until expiration of this Agreement, insurance as called out in District’s RFP No. 19-27.

All insurance shall be with a California Admitted Insurer who has a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and authorized to conduct business in the State of California. Minimum coverages shall be as called out in RFP documents.

7. **Corporate Status:**

If Consult is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of ________________, and that________________________ whose title is ____________________ is authorized to act for and bind the corporation.

8. **Required Provisions:**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted,
or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

9. **Notices**

All notices, demands, and documents required pursuant to the terms hereof shall be in writing and shall be delivered in person or by certified or registered mail, return receipt requested, with postage prepaid, at the addresses set forth below for each party: Notices shall be effective as of the date of receipt by the addressee. The address to which notices, demands and documents may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

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**District:**
San Bernardino City Unified School District
Attn:
777 N F Street
San Bernardino, CA 92410

**Copy to:**
Lenore C. McCall,
Buyer - Purchasing Services

**Vendor:**

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10. ** Entire Agreement**

The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this contract, exists between the parties. This contract can be modified only by an agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**District:** SBCUSD

By: ____________________________
Debra Love
Title: Director - Purchasing Services
Date: __________, 2020

**Firm:**

By: ____________________________
Title: __________________________
Date: __________, 2020
SCOPE OF WORK

LEARNING MANAGEMENT SYSTEM

SCOPE OF WORK

Purpose:
The District’s Board of Education supports online learning opportunities as an innovative method for delivering certain instruction and enrichment to students. The purpose of this Request for Proposal is to solicit proposals from well qualified Vendors in order to provide a fully hosted online Learning Management System (LMS) for technology integration into standard-based curriculum to improve instruction and enhance student achievement across the district. The online LMS will provide students, teachers, and administrators access to digital content links relevant to instructional areas(s), grade level content and performance standards, and provide parent access to the LMS to facilitate home-to-school communication while coordinating access to resources to support learning at home. The District desires a solution that balances the District’s needs for a system with attractive capabilities as well as the District’s needs for effective bandwidth utilization of traffic over the District’s WAN link(s).

Current Environment:
Currently, the District utilizes its Learning Management System solution. The District’s Student information system is Aeries and it also resides in a cloud-hosted environment. User access to the District’s current LMS is done via ADFS single sign-on. Rostering for the District’s current LMS is currently handled via Clever.

Indicate if your firm can meet or exceed the minimum Required (R) or Desired (D) features listed below. If yes, please provide this information as part of Section 3. If no, please indicate which feature(s) your firm is unable to provide.

<table>
<thead>
<tr>
<th>R/D</th>
<th>Platform Required / Desired Features</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A. Assessment Development</td>
</tr>
<tr>
<td>R</td>
<td>1. Communication capabilities including threaded discussion groups, discussion boards, monitored</td>
</tr>
<tr>
<td></td>
<td>email for students, polls/surveys/evaluations, blogs, and social network-type posts</td>
</tr>
<tr>
<td>R</td>
<td>2. Ability to create, administer, and track online courses. Course structure must incorporate</td>
</tr>
<tr>
<td></td>
<td>content and materials, online assignment submittal, assessments, and certificates</td>
</tr>
<tr>
<td>R</td>
<td>3. Ability to co-collaborate in courses (ability for co-teachers to have access to rosters)</td>
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<tr>
<td>R</td>
<td>4. Reporting features that allow staff, students, and parents to view student progress (i.e., results</td>
</tr>
<tr>
<td></td>
<td>of online assessments from courses within the LMS, grades, attendance, etc.)</td>
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<tr>
<td>R</td>
<td>5. Digital Locker with unlimited storage for all users</td>
</tr>
<tr>
<td>R</td>
<td>6. Calendar that allows staff to post events, due dates, etc.</td>
</tr>
<tr>
<td>R</td>
<td>7. Parent portal allows parents to communicate with staff and see course content information,</td>
</tr>
<tr>
<td></td>
<td>assessment results, calendar, etc.</td>
</tr>
<tr>
<td>R/D</td>
<td>Platform Required / Desired Features</td>
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</tr>
<tr>
<td><strong>R</strong></td>
<td>8. Ability to use with any operating system, device and browser</td>
</tr>
<tr>
<td><strong>D</strong></td>
<td>9. Embed Web 2.0 content where every user can add text, images, videos, links, social media, customized information and videos to their personal dashboard</td>
</tr>
<tr>
<td><strong>D</strong></td>
<td>10. Works with any mobile computing including mobile phones and tablets</td>
</tr>
<tr>
<td><strong>D</strong></td>
<td>11. Integration with Google Apps (Google Docs, Google Slides, Google Sheets, Google Forms) that allows login to the LMS using a Google Apps account. *Users can then move seamlessly between Google Apps and the LMS</td>
</tr>
<tr>
<td><strong>D</strong></td>
<td>12. Dashboard to provide at-a-glance display of important LMS information on a single screen</td>
</tr>
<tr>
<td><strong>D</strong></td>
<td>13. Ability to preview content from different roles (student, teacher, parent)</td>
</tr>
</tbody>
</table>

**B. Communication:**

| **R** | 1. System allows threaded discussion groups, discussion boards, blogs, polls/surveys/evaluations, and social network-type posts within and without online courses. |    |    |
| **R** | 2. System allows monitored student email accounts. The ability to restrict student emails to within the LMS is desirable |    |    |
| **R** | 3. Clear specification of how discussion boards, threaded discussion groups, and blogs are created, monitored, and deactivated. |    |    |
| **R** | 4. Clear specification of how student email accounts are created, monitored, maintained, archived, and deactivated. Account creation process should be automated with the ability to integrate with the District's Student Information System (SIS), Aeries. |    |    |
| **R** | 5. Clear specification of how polls/surveys/evaluations are created and delivered and results collected and analyzed. |    |    |

**C. Curriculum and Courseware Requirements:**

| **R** | 1. Provide a customizable content library that allows district and program administrators to create custom courses and the ability to use pull-out modules for differentiation of instruction in a variety of classroom models. *The ability for the LMS system to integrate with a variety of 3rd party solutions to provide for a content library. |    |    |
| **R** | 2. Courseware features shall be standards-based and comply with the most recent version of the guidelines of SCORM, IMS, QTI, IMS Enterprise, IMS LIP, IEEE, LOM, INACOL and other national and international specifications and standards organizations: |    |    |

2a. SCORM - Sharable Content Object Reference Model provides a technical architecture for learning objects to be easily shared across multiple learning delivery environments

2b. IMS - Instructional Management System is a system of defining and distributing open architecture interoperability specifications for e-learning products.

2c. QTI - Question and Test Interoperability is designed to make it easier to transfer information such as questions, tests and results between different software applications.

2d. IMS Enterprise - IMS Enterprise is a specification for transferring data about people and groups.
<table>
<thead>
<tr>
<th>R/D</th>
<th>Platform Required / Desired Features</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>2e.</td>
<td>IMS LIP - Learner Information Package is a specification for a standard means of recording information about learners.</td>
<td></td>
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<tr>
<td>2f.</td>
<td>IEEE - Institute of Electrical and Electronics Engineers is an organization concerned with developing technical standards, recommended practices, and guides for computer implementations of education and training systems.</td>
<td></td>
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<tr>
<td>2g.</td>
<td>LOM - Learning Object Metadata is data about an object which has a specified educational purpose or context. o iNACOL - International Association for K-12 Online Learning</td>
<td></td>
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</tr>
<tr>
<td>2h.</td>
<td>iNACOL - International Association for K-12 Online Learning</td>
<td></td>
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<tr>
<td>R</td>
<td>3. Clear specification of how importation/creation and delivery of instructional content, courses and programs shall be provided</td>
<td></td>
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</tr>
<tr>
<td>R</td>
<td>4. Clear specification of how duplication and revision of instructional content shall be supported.</td>
<td></td>
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<tr>
<td>R</td>
<td>5. Automated processes such as assigning grades, supporting collaboration, user authentication, document management, assessment, displaying syllabi, calendars and other course information</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R</td>
<td>6. Curriculum coursework that will create assessments in multiple formats which may include rubrics, multimedia and timed and/or dated elements.</td>
<td></td>
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<tr>
<td>R</td>
<td>7. Reporting features to include:</td>
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<td></td>
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<tr>
<td></td>
<td>7a. Tracking system including notification of completed coursework, attendance, student work history, and student assistance needs.</td>
<td></td>
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<td></td>
<td>7b. Tracking system tracking teacher interaction with students and student data.</td>
<td></td>
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<td></td>
<td>7c. Parent/Student environment that allows view of student progress</td>
<td></td>
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<tr>
<td>R</td>
<td>8. Customizable reports that provide the following:</td>
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<tr>
<td></td>
<td>8a. Data that ties into California Common Core State Standards</td>
<td></td>
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<td></td>
<td>8b. Ability to produce reports that show student deficiencies and strengths</td>
<td></td>
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<td></td>
<td>8c. Ability to export/import reporting to state systems and current compatibility with CalPADS</td>
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<td></td>
<td>8d. Ability to create assessments tied to standards</td>
<td></td>
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<td></td>
<td>8e. Ability to plan instruction with alignment to state and district standards and curriculum</td>
<td></td>
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<td></td>
<td>8f. Resources</td>
<td></td>
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<td></td>
<td>8g. Query functions</td>
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<td></td>
<td>8h. Technical support for reporting features</td>
<td></td>
<td></td>
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<tr>
<td>D</td>
<td>9. Ability to show amount of time students spent in software</td>
<td></td>
<td></td>
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<tr>
<td>D</td>
<td>10. Ability to show progress within a course.</td>
<td></td>
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<tr>
<td>D</td>
<td>11. Ability to automatically check student assignments for plagiarism</td>
<td></td>
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<tr>
<td>R/D</td>
<td>Platform Required / Desired Features</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td><strong>D</strong></td>
<td>Allow for differentiation to divide classes into groups and assign different task to group</td>
<td></td>
<td></td>
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<tr>
<td><strong>D</strong></td>
<td>Calendar Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>R</strong></td>
<td>System supports multiple levels of users (i.e., teacher, school site, district)</td>
<td></td>
<td></td>
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<tr>
<td><strong>R</strong></td>
<td>System allows end users to activate/deactivate different levels of events within viewable calendars (i.e., parents or students and turn off district events and see only teacher-and or school-created events).</td>
<td></td>
<td></td>
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<tr>
<td><strong>R</strong></td>
<td>Clear specification of how to create a calendar; create, archive, and delete events within a calendar; set viewability of events (i.e., event is viewable to teachers but not parents); and activate/deactivate different levels of events.</td>
<td></td>
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<tr>
<td><strong>E</strong></td>
<td>Parent Portal Requirements:</td>
<td></td>
<td></td>
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<tr>
<td><strong>R</strong></td>
<td>System allows parents to communicate with staff (i.e., parents can email teachers within the LMS)</td>
<td></td>
<td></td>
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<tr>
<td><strong>R</strong></td>
<td>System sends email to staff members’ district email accounts</td>
<td></td>
<td></td>
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<tr>
<td><strong>R</strong></td>
<td>System allows parents to see course content information, assessment results, calendars, etc.</td>
<td></td>
<td></td>
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<tr>
<td><strong>R</strong></td>
<td>Clear specification of how to create, manage, archive, and delete parent portal accounts</td>
<td></td>
<td></td>
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<tr>
<td><strong>R</strong></td>
<td>Ability for parents to reset their own passwords through a self-service portal or something similar</td>
<td></td>
<td></td>
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<tr>
<td><strong>R</strong></td>
<td>Partnership with Clever integration:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6a.</td>
<td>Instant login application (Single Sign On)</td>
<td></td>
<td></td>
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<tr>
<td><strong>R</strong></td>
<td>Passes student information from Aeries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6c.</td>
<td>Includes account authentication</td>
<td></td>
<td></td>
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<tr>
<td><strong>R</strong></td>
<td>Integration with Aeries Parent Portal</td>
<td></td>
<td></td>
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<tr>
<td><strong>F</strong></td>
<td>Assessment Features:</td>
<td></td>
<td></td>
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<tr>
<td><strong>D</strong></td>
<td>Allow students to take online assessments tied to courses within the LMS</td>
<td></td>
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<tr>
<td><strong>D</strong></td>
<td>Ability to create digital tests with different question types and automatic marking.</td>
<td></td>
<td></td>
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<tr>
<td><strong>D</strong></td>
<td>Ability to ensure test-mode browser for exam conditions during digital test</td>
<td></td>
<td></td>
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<tr>
<td><strong>D</strong></td>
<td>Ability to link to Illuminate/Aeries for data management</td>
<td></td>
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<tr>
<td><strong>D</strong></td>
<td>Ability to share and receive information from district information systems, developer of apps, publishers, etc.</td>
<td></td>
<td></td>
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<tr>
<td><strong>D</strong></td>
<td>Ability to export grades into Google Sheets/Aeries Gradebook.</td>
<td></td>
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<tr>
<td><strong>D</strong></td>
<td>Ability to tag content with standards</td>
<td></td>
<td></td>
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<tr>
<td><strong>G</strong></td>
<td>Technical Requirements</td>
<td></td>
<td></td>
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<tr>
<td><strong>R</strong></td>
<td>The vendor’s system will support user single sign-on capability via Active Directory</td>
<td></td>
<td></td>
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<tr>
<td>R/D</td>
<td>Platform Required / Desired Features</td>
<td></td>
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</tr>
<tr>
<td>R</td>
<td>2. The vendor’s system should be platform independent and the system must integrate with Active Directory and LDAP.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>R</td>
<td>3. Proposed system must be web-based and hosted remotely.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>R</td>
<td>4. Proposed system must be compatible with multiple browsers, including but not limited to:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4a. Internet Explorer</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>4b. Safari</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>4c. Firefox</td>
<td>Yes</td>
<td>No</td>
</tr>
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<td></td>
<td>4d. Chrome</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>R</td>
<td>5. Vendor to specify minimum compatibility for each browser.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>R</td>
<td>6. Proposed system must allow for customization to include domain and District branding on login and other pages.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>R</td>
<td>7. Proposed system should allow for access on most mobile devices (i.e., smart phones, iPads, tablets, etc.) and work with current mobile operating systems (i.e., iOS and Android)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>R</td>
<td>8. Vendor to specify minimum compatibility for each OS.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>R</td>
<td>9. Vendor shall develop system-wide, role-based security and user access security specific to the learning management system.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>R</td>
<td>10. The system must provide for HTTPS support in all functions where usernames and/or passwords are transmitted.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>R</td>
<td>11. Vendor shall describe in detail its proposal and provide SBCUSD with full documentation of the system architecture approved by and provided to SBCUSD (i.e., provide complete technical architecture diagram)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>R</td>
<td>12. Hardware/Network Requirements:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>13a. Vendor will implement a system that is scalable from 52,000 to 70,000 students</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>13b. Vendor shall provide supportive data which give data transfer statistics and bandwidth requirements for optimum use of the application based on proven concurrent users.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>13c. Vendor shall provide both non-mobile and mobile access technology and security</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>R</td>
<td>13. System should be available on most mobile devices (i.e., smart phones, iPads, tablets, etc.) and work with current mobile operating systems (i.e. iOS and Android)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>R</td>
<td>14. Vendor’s system should provide the ability to maintain a log of who logged into the software and accessed the records for a particular student, including what date and time, and changes made and audit trail capabilities.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>R</td>
<td>15. Multiple levels of security – down to the record and/or field level.</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

**H. Import/Export and Digital Locker**

<p>| R   | 1. Requires an interface that accepts text files or database connections for uploading, importing and exporting student data. | Yes | No |</p>
<table>
<thead>
<tr>
<th>R/D</th>
<th>Platform Required / Desired Features</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>2. The system must provide the ability to import data from other district-level data systems, should be SIF compliant and compatible with AERIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R</td>
<td>3. The system must provide scalable storage for all users. Storage capacity for different user levels may be monitored and adjusted by the District. Vendor to specify individual user and collective storage capacities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R</td>
<td>4. The system must provide the ability to store various file types including but not limited to text, video, audio, etc.</td>
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</tbody>
</table>

1. Technical, Support and Implementation

R 1. The vendor will assign a primary point of contact as the technical resource to support the account. Primary technical resource will respond to calls or emails within 4 hours during regular business days and 24 hours on weekends and holidays to support the resolution of technical issues and troubleshoot all other issues and request. During the first thirty (30) business days of deployment (“go live” testing period), requires immediate availability during District hours (7:00 a.m. – 4:30 p.m. Monday-Friday PST).

R 2. District reserves the right to review changes in the primary point of contact assigned and to concur with replacement recommendations.

R 3. The vendor will support the initial data migration and validation process.

R 4. The vendor will provide and will manage a separate test and training environment.

R 5. The vendor will provide training and transfer knowledge to IT and Assessment.

R 6. Accountability and Instructional Technology Department staff to support the application in-district (e.g. system administrator, and users, and trainers).

R 7. The system training for District staff will incorporate a train-the-trainer approach to prepare District staff for delivering training to teachers and other applicable staff as needed.

R 8. The vendor shall provide training for 40 District Administrators, all site administrators (200) and site Technology Coaches (70) on tool. This training of the trainers will be facilitated in-person. Follow-up training may be facilitated on line or in person.

R 9. The vendor must have the capability to support virtual professional learning (e.g., webinars, e-learning videos, etc.).

R 10. The vendor shall provide a user guide for all users, including parents, with comprehensive information related to applicable features (i.e. teacher user guide includes information on course administration, assessments, generating and reading reports, calendars, communication features, digital storage, and Google Apps integration (if applicable); parent user guide includes information on creating a parent portal account and using the feature of the portal.

J. Project

R 1. The Vendor’s responsibilities include project planning, design, and development for the Learning Management System. Conduct project planning, design, and development for the Learning Management System.

1a. Project planning – vendor will provide a project plan that includes a schedule based on a Project Management best practice.

1b. Project Design – vendor will provide District team with a full design that includes process flows and maps that outline the design of the system. The design should include detailed report mock-ups to be approved prior to development/implementation and delivery milestones for progress.

1c. Development – the development of the system will be done with the project team. The vendor will provide periodic (frequency determined by project team) updates and stage gate reviews. This will also include vendor created test plans and delivery milestones for progress checking.
Learning Management System

Fee Proposal Signature Form

<table>
<thead>
<tr>
<th>Unit Cost</th>
<th>Extended Cost</th>
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<tbody>
<tr>
<td>(Per Student, Teacher, etc.)</td>
<td>(Annual)</td>
</tr>
<tr>
<td>Training (Onsite and Ongoing)</td>
<td>$__________</td>
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<tr>
<td>One-time Implementation Fee</td>
<td>$__________</td>
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<tr>
<td>Annual License Fees Per Student</td>
<td>$__________</td>
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<tr>
<td>License Annual Renewal Fee</td>
<td>$__________</td>
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<tr>
<td>Hosting fee</td>
<td>$__________</td>
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<tr>
<td>Convert to In-house (onsite) fee</td>
<td>$__________</td>
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</table>

Total Initial Cost (Year 1) $____________________________

Cost Year(s) 2 through 5 $__________________________

*Vendor must include a separate complete line item breakdown identifying all cost elements to substantiate above proposed cost.

Vendor’s proposal must include a description of professional services for setup, configurations, and installation, training, and network requirements. Vendor must also include in this section the cost per student/site/additions or removal of users. (Including, but not limited to; first year warranty, labor, set-up, activation, freight, training, time, travel, technical support, engineering, project management, if any, tools or equipment required to complete the project)

Note: Failure to include a comprehensive line item cost breakdown is cause for rejection of proposal. Please limit all figures to two (2) decimal points. The District will not be responsible for rounding errors.

**THIS PRICE PROPOSAL FORM, ALONG WITH THE LINE ITEM COST BREAKDOWN SHEET IDENTIFIED ABOVE IS TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE, CLEARLY MARKED “FEE PROPOSAL”**

The undersigned has read the specifications, instructions and conditions, and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, and the prices quoted herein:

I certify that I have read and fully understand the intent of this RFP No. 19-27 Learning Management System. We certify that we have adequate resources to fulfill the proposal requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by the District.

We further certify that, since the receipt of this RFP, no contact, discussion, or negotiation has not been made nor will be made regarding this proposal for Learning Management System with any District employee or Board Member other than the listed contact person in the RFP. We understand that any such contact could disqualify this proposal.

We further certify that we are properly licensed to conduct business within the scope of this RFP, in the State of California.

We certify that all requirements and addenda contained herein shall be considered part of the entire RFP response and that the complete document submitted shall be considered a legally binding document.

Name of Firm ____________________________

By ____________________________

SIGNATURE AND TITLE

Printed Name ____________________________

Address __________________________________

Phone ______________________ Email ______________________
SUPPLEMENTAL QUESTIONNAIRE

To supplement request for information called out in other sections of this RFP document, please include responses to the following specific questions. For uniformity purposes among proposers, suggested sections where information can be included in a firm’s proposal has been indicated below.

If the same information is provided elsewhere in your proposal and qualification materials, clearly identify such in the following questions.

SECTION A – SPECIFIC REQUEST FOR INFORMATION

1. **Background and Organization (Include in Section 1 of Proposal Response)**

Describe your company’s overall experience and qualifications, especially in the public sector, and include the following information:

- Indicate how long your organization has offered Vendor services and how many clients you currently service in the public sector.

- Indicate whether your organization has been known by any other names within the last five years.

- List any characteristics of your organization that you feel distinguishes you from other LMS vendors.

2. **Staff Qualifications (Include in Section 1 of Proposal Response)**

Provide the names and qualifications of key personnel who would be assigned to manage and/or work directly with this account, in the roles/areas listed below. Please include education and professional work experience.

- Project Leader
- Implementation Team
- Customer Service Key Contact

3. **Vendor Administrative Facility (Include in Section 1 of Proposal Response)**

Indicate the physical location of the facility that will be responsible for hosting and administering this contract.

4. **Customer Service Staff (Include in Section 3 of Proposal Response)**

Briefly discuss your proposed approach to providing customer service to the District and include the following information:

- Indicate your response time for customer service inquiries.
- Indicate the number of employees you anticipate will be necessary to provide customer service for this account.
• Describe customer service hours of operation and location of customer service facility.

5. *Periodic / Adhoc Reports (Include in Section 3 of Proposal Response)*

Describe reports that can be produced and indicate in what format these reports can be produced (i.e. Excel, PDF, etc.)

6. *Disaster Recovery Program (Include in Section 3 of Proposal Response)*

Describe your disaster recovery program should data maintained in your system be adversely affected by earthquake, fire, flood, or another catastrophic event.

7. *Security Compliance (Include in Section 3 of Proposal Response)*

Describe systems, policies and procedures in place to ensure compliance with Privacy and Security rules.

8. *Implementation Plan (Include in Section 3 of Proposal Response)*

Describe the transition plan, including timeline.

9. *Warranty (Include in Section 3 of Proposal Response)*

Describe in detail product, software and service warranty.

**SECTION B – Please answer the following:**

(1) Have you or any of your principals been in litigation or arbitration of any kind relating to similar services during the prior five (5) years?________.
   If yes, provide the name of the public agency and briefly detail the dispute:

   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

(2) Have you ever had a services agreement or contract terminated for convenience or default in the prior five (5) years?________.
   If yes, provide details including the name of the other party:

   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
(3) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

If yes, provide details:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(4) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency?

If yes, provide details:

________________________________________________________________________

________________________________________________________________________

(5) Have you ever had any direct or indirect business, financial or other connection with? Any official, employee or Vendor of the District? Elaborate and discuss any potential, apparent or actual conflict of interest:

________________________________________________________________________

________________________________________________________________________

SECTION C – REFERENCES (If included in Section 1, please indicate)

(1) List at least three clients for whom you have provided similar services.

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<th>Phone Number and Email</th>
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I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this __________ day of ________________________, 2020, at ____, State of ___________.

City, County

Company Name: ____________________________ Signature: ____________________________

Title: ____________________________ Print Name: ____________________________
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

FAR Subpart 9.4—Debarment, Suspension, and Ineligibility

I am aware of and hereby certify that neither ________________________________ nor

Name of Bidder

its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the ______ day of ________________________ 20__ for the purposes of submission of this RFP.

By

___________________________
Signature

___________________________
Typed or Printed Name

___________________________
Title

___________________________
Date

As the awardee under this RFP, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the ______ day of ________________________ 20____ for the purposes of award of this contract.

By

___________________________
Signature

___________________________
Typed or Printed Name

___________________________
Title

___________________________
Date
CERTIFICATION REGARDING TECHNOLOGY SERVICE AGREEMENTS – AB1584 COMPLIANCE

Family Educational Rights and Privacy Act (FERPA) Section 49073.1 of the California Education Code

By submitting your proposal bidder agrees to comply with the Family Educational Rights and Privacy Act which states:

AB 1558 – Section 49073.1 of the CA ED Code which states:
(a) A local educational agency may, pursuant to a policy adopted by its governing board or, in the case of a charter school, its governing body, enter into a contract with a third party for either or both of the following purposes:
(1) To provide services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.
(2) To provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records in accordance with the contractual provisions listed in subdivision (b).
(b) A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following:
(1) A statement that pupil records continue to be the property of and under the control of the local educational agency.
(2) Notwithstanding paragraph (1), a description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.
(3) A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract.
(4) A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil’s records and correct erroneous information.
(5) A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records. Compliance with this requirement shall not, in itself, absolve the third party of liability in the event of an unauthorized disclosure of pupil records.
(6) A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil’s records.
(7) (A) A certification that a pupil’s records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced.
(B) The requirements provided in subparagraph (A) shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content pursuant to paragraph (2).
(8) A description of how the local educational agency and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g).
(9) A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.
(c) In addition to any other penalties, a contract that fails to comply with the requirements of this section shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the contract. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the local educational agency.
(d) For purposes of this section, the following terms have the following meanings:
(1) “Deidentified information” means information that cannot be used to identify an individual pupil.
(2) “Eligible pupil” means a pupil who has reached 18 years of age.
(3) “Local educational agency” includes school districts, county offices of education, and charter schools.
(4) “Pupil-generated content” means materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. “Pupil-generated content” does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

(5) (A) “Pupil records” means both of the following:
(i) Any information directly related to a pupil that is maintained by the local educational agency.
(ii) Any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational agency employee.
(B) “Pupil records” does not mean any of the following:
(i) Deidentified information, including aggregated deidentified information, used by the third party to improve educational products for adaptive learning purposes and for customizing pupil learning.
(ii) Deidentified information, including aggregated deidentified information, used to demonstrate the effectiveness of the operator’s products in the marketing of those products.
(iii) Deidentified information, including aggregated deidentified information, used for the development and improvement of educational sites, services, or applications.
(6) “Third party” refers to a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.
(e) If the provisions of this section are in conflict with the terms of a contract in effect before January 1, 2015, the provisions of this section shall not apply to the local educational agency or the third party subject to that agreement until the expiration, amendment, or renewal of the agreement.
(f) Nothing in this section shall be construed to impose liability on a third party for content provided by any other third party.

As the awardee under this RFP, I am familiar with and agree to comply with the Family Educational Rights and Privacy Act Section 49073.1 of the California education Code.

By

________________________________________
Signature

________________________________________
Typed or Printed Name

________________________________________
Title

________________________________________
Company Name

________________________________________
Date
BIDDER’S CERTIFICATE
REGARDING WORKERS’ COMPENSATION

Labor Code Section 3700:

“Every employer except the state and all political subdivisions or institutions thereof, 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 Buyer of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Buyer of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

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

____________________________________

____________________________________

____________________________________

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part  Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performance of any work under this contract.)
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

____________________________________________________________________________________________________________________________________________________

being first duly sworn, deposes and says that he or she is ________________________________ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_________________________________________________________________________  ________________________________

(Date)                                    (Signature)
Form W-9
Request for Taxpayer Identification Number and Certification
Give Form to the requester. Do not send to the IRS.

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

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

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual/sole proprietor
   - Corporation (C-C corporation, S-C corporation, P-partnership)
   - Limited liability company
   - Other (see instructions)

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

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

6. City, state, and ZIP code

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

Part I  Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II  Certification
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here
Signature of U.S. person
Date

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1069-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)
Equal Opportunity Certification

San Bernardino City Unified School District
777 N. “F” Street
San Bernardino, CA 92410
(909) 381-1126

Company________________________________________________________

Address________________________________________________________

City__________________________State__________Zip__________

Telephone________________________Fax________________________

Email______________________________Number of employees__________

Please check one of the following categories. This company is:

Minority Owned _____  Woman Owned_____  Disadvantaged _____

Disabled Veteran Owned_____  None of the Other Categories _____

Please check and complete below. This company is:

Independently Owned and Operated:_______

An Affiliate of________________________Parent Company________________________

A Subsidiary of___________  Address________________________________________

A Division of________________________________________________________

“By signing below, I certify that we are an Equal Opportunity Employer and have made a good faith effort to improve Minority, Women and Disabled Veteran employment.

Signature________________________________________________________

Printed Name____________________________________________________

Title____________________________________________________________

Date____________________________________________________________
VENDOR APPLICATION
San Bernardino City Unified School District
Purchasing Department
777 N. “F” Street, San Bernardino, CA 92410
(909) 381-1126

Business Name: ____________________________________________________________

Valid Business License Number: _______________ Expiration Date: ______________

Representative Name: __________________________ Title _________________________

Business Address: __________________________________________________________

Number of years in business: ______ Email address: ______________________________

Business Telephone Number: _______________ Fax Number: _______________________

Products or Services Provided: _________________________________________________

Comments: __________________________________________________________________

List of References:

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<thead>
<tr>
<th>Business Name/Address</th>
<th>Contact</th>
<th>Phone</th>
<th>Dates of Service</th>
<th>Products/Service</th>
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“I certify that the information provided is true and correct to the best of my knowledge. I understand it is the Vendor’s responsibility to update the above information as needed.”

Authorized Company Signature______________________________________________

Printed Name______________________________________________________________
San Bernardino City Unified School District  
7771 N. F Street, San Bernardino, CA, 92410  
Fingerprint and Criminal Background Check Certification

In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement dated ____________________, between the San Bernardino City Unified School District “DISTRICT” and the individual, company, or contractor named ___________________________ for provision of ___________________________,

Please check all appropriate boxes and sign below:

REQUIREMENTS MET:

☐ A) The VENDOR hereby certifies to the DISTRICT’s governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

__________________________________________  ______________________________________  __________________________________________

SERVICES MAY BEGIN AFTER A PURCHASE ORDER (P.O.) IS ISSUED TO THE VENDOR.

~ OR ~~

REQUEST FOR WAIVER:

IF YOU ARE REQUESTING A WAIVER, BE ADVISED THAT NO SERVICES ARE TO BE PROVIDED UNTIL SUCH WAIVER IS APPROVED BY THE DISTRICT AND A P.O. IS ISSUED.

☐ B) The VENDOR requests a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

☐ The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)

☐ The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether VENDOR’s employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]

☐ The VENDOR and its employees WILL HAVE OTHER THAN LIMITED CONTACT with pupils but will assure that ONE(1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]

☐ 1) Installation of a physical barrier at the worksite to limit contact with pupils
☐ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ

☐ 3) Surveillance of employees of the VENDOR by school personnel

☐ The services provided by the VENDOR are for an “EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and accessible” [EC 45125.1(b)(2)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR’s sole responsibility to maintain, update and provide the District with current “Fingerprint and Criminal Background Check Certification”, along with the employee list, throughout the duration of VENDOR provided services.

Authorized VENDOR Signature: ____________________________
Printed Name: ____________________________ Title: ____________________________ Date: ____________________________

DISTRICT APPROVAL SHOWN BELOW IS REQUIRED:

☐ WAIVER REQUEST: APPROVED—☐ DENIED—☐

By: ____________________________ Date: ____________________________

Assistant Superintendent, Human Resources Division OR Other Authorized District Agent
Education Department of General Administration Regulation (EDGAR)
Federal Funding Contract Compliance Form

The following provisions are required and apply when federal funds are expended by San Bernardino City Unified School District for any contract resulting from this procurement process. San Bernardino City Unified School District is 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**

(A) 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.

Pursuant to Federal Rules (A) above, when federal funds are expended by San Bernardino City Unified School District, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES __________Initials of Authorized Representative of Vendor

---

**TERMINATION FOR CAUSE OR FOR CONVENIENCE**

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

Pursuant to Federal Rules (B) above, when federal funds are expended by San Bernardino City Unified School District, the District 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 vendors 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. San Bernardino City Unified School District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if San Bernardino City Unified School District believes, in its sole discretion that it is in the best interest of San Bernardino City Unified School District to do so. The vendor will be compensated for work performed and accepted and goods accepted by San Bernardino City Unified School District as of the termination date if the contract is terminated for convenience of San Bernardino City Unified School District. Any award under this procurement process is not exclusive and San Bernardino City Unified School District reserves the right to purchase goods and services from other vendors when it is in the best interest San Bernardino City Unified School District.

Does vendor agree? YES __________Initials of Authorized Representative of Vendor
RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT

(C) 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 Federal Rule (C) above, when federal funds are expended by San Bernardino City Unified School District, the vendor certifies that during the term of an award for all contracts by San Bernardino City Unified School District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree?  YES  ___________Initials of Authorized Representative of Vendor

CLEAN AIR ACT (42 U.S.C.7401-7671q.)

(D) 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).

Pursuant to Federal Rule (D) above, when federal funds are expended by San Bernardino City Unified School District, the vendor certifies that during the term of an award for all contracts by San Bernardino City Unified School District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree?  YES  ___________Initials of Authorized Representative of Vendor

DEBARMENT AND SUSPENSION

(E) 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 Federal Rule (E) above, when federal funds are expended by San Bernardino City Unified School District, the vendor certifies that during the term of an award for all contracts by San Bernardino City Unified School District 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.
Does vendor agree?  YES  _______ Initials of Authorized Representative of Vendor

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)


Pursuant to Federal Rule (F) above, when federal funds are expended by San Bernardino City Unified School District, the vendor certifies that during the term and after the awarded term of an award for all contracts by San Bernardino City Unified School District 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.

Does vendor agree?  YES  _______ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by San Bernardino City Unified School District 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.

Does vendor agree?  YES _______ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT
When federal funds are expended by San Bernardino City Unified School District 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).

Does vendor agree?  YES ______ Initials of Authorized Representative of Vendor

**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.

Does vendor agree?  YES ______ Initials of Authorized Representative of Vendor

**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.

Does vendor agree?  YES ______ Initials of Authorized Representative of Vendor

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.

| Company Name: | ________________________________ |
| Address: | ________________________________ |
| City: | __________________ State: | __________________ Zip: | __________________ |
| Phone Number: | __________________ Fax #: | __________________ |
| Email Address: | __________________ |
| Printed Name of Authorized Representative: | __________________ |
| Signature of Authorized Representative: | __________________ Date: | __________________ |
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ____________________________

and ____________________________,

as Surety, are hereby held and firmly bound unto the ____________________________,

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT hereinafter called the “District,” in the sum of ____________________________ DOLLARS ($ __________) for the payment of which sum, will and truly to be made, we hereby jointly and severally bind ourselves, heirs, executors, administrators, successors, and assigns.

WHEREAS, the saidPrincipal is herewith submitting its proposal for:

RFP NO. 19-27
LEARNING MANAGEMEN SYSTEM (LMS)

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded and contract upon said Proposal and shall, within the number of days after the notice of such award, execute a written memorial of the awarded contract and submit the required labor and material and faithful performance bonds, then this obligation shall be null and void; and in the event that the principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the owner as a result of such refusal, including but not limited to publication costs, the difference in money between the amount of the BID of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the surety’s liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such bid; and said Surety does hereby waive notice of any such extension.
IN WITNESS THEREOF the above bounded parties have executed this instrument under their several seals this ___________ day of ____________, 20 __ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

________________________________________
(Seal)
(Individual Principal)

Address
________________________________________
(Business Address)

________________________________________
(Seal)
(Individual Principal)

Address
________________________________________
(Business Address)

Attest:
________________________________________
(Corporate Principal)

________________________________________
(Business Address)

by _________________
(Affix Corporate Seal)

Attest:
________________________________________
(Corporate Surety)

________________________________________
(Business Address)

by _________________
(Affix Corporate Seal)

The rate of premium of this bond is __________________________ per thousand.
Total amount of premium charges, $
(The above must be filled in by corporate surety)
PERFORMANCE BOND

WHEREAS, the San Bernardino City Unified School District by Board action on
____________________ 2020, has awarded to __________________________________
hereinafter designated as the “Principal” a contract for the work described as follows:
________________________________________________________________________
________________________________________________________________________

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance
of said contract,

NOW THEREFORE, _______________________________________________________
Name of Principal
of _______________________________________________________________________
Address
City of  ______________________, State of ______________________, a s Principal, and,
_______________________________________a corporation organized and existing under the laws of the State of
_______________________________________, legally doing business in California as an admitted surety insurer at
_______________________________________ _______________________________________________,City
of ___________________.

State of California, as Surety, are indebted to San Bernardino City Unified School District in the sum of
__________________Dollars ($                    ) for which payment Principal and Surety bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principals, his or its heirs, executors,
administrators, successors or assigns, shall keep an perform the covenants, conditions and agreements in the contract
and any alteration thereof on his or their part, to be kept and performed at the times and in the manner therein
specified and in all respects according to their intent and meaning, and shall indemnify and save harmless the District,
its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise,
 it shall be and remain in full force.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to
the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same,
shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs
incurred by the District in such suit, including reasonable attorney’s fees, to be fixed by the Court.
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the ______________day of ______________________ 20____.

__________________________________________
Principal

(Corporate Seal)  By_______________________________

__________________________________________
Typed or Printed Name

Title_______________________________

__________________________________________
Surety

(Corporate Seal)  By_______________________________

__________________________________________
Typed or Printed Name

(Attach Attorney in Fact Certificate)  Title_______________________________