



San Ramon Valley Unified School District

REQUEST FOR PROPOSAL

RFP # 761

For

Document Archiving Solution

Response must be received no later than:

**Wednesday, April 18, 2018 @ 3:00 PM (Pacific Time)
NO MINUTES, NO SECONDS**

Deliver response to the office of:

Jasmine R. Gacusan, CPPO

Director of Purchasing

3280 Crow Canyon Road

San Ramon, CA 94583

www.SRVUSD.NET

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SCHEDULE and FORMS (must be returned along with the Bid Form):

- RFP Checklist
- Summary Costs Sheet
- Supplemental Price Sheet
- Functional Requirements
- Maintenance Support
- Reference List
- Employee Fingerprint
- Acknowledgment of Addenda
- Non-Collusion
- Worker's Compensation Certificate
- Designation of Subcontractors
- Pupil Records Rider

Additional Exhibits:

District Boundary Map

NOTE: The Table of Contents is to be made a part of the above referenced bid.

PUBLIC NOTICE

RFP #761

Notice is hereby given that the San Ramon Valley Unified School District (hereinafter referred to as "District") in the town of Danville, County of Contra Costa, State of California desires to solicit request for proposal for:

DOCUMENT ARCHIVING SOLUTION

No offer of intent should be construed from this legal notice that the District intends to enter into Agreements with any interested companies unless, in the sole opinion of the District, it is in the best interest of the District to do so. Each response must be sealed, marked with RFP #761 and titled "Document Archiving Solution" and returned no later than:

3:00 pm (Pacific Time) and NO MINUTES, NO SECONDS on Wednesday, April 18, 2018

to the office of Purchasing Director of the San Ramon Valley Unified School District, 3280 Crow Canyon Road, San Ramon, CA 94583. The District will not receive any proposals after the set time. It shall be the full responsibility of all bidders to ensure that proposals are delivered to the above office by the time and date stated. It is the sole responsibility of the bidder to assure that the proposal is received by the Purchasing Director prior to the deadline date and time. The District will not be responsible for late deliveries by U.S. mail or any other means. Late, unsealed, unlabeled, incomplete proposals, or proposals otherwise not in compliance with the General Conditions of this RFP, will be rejected. By submitting a response, bidder acknowledges and accepts the General Conditions and all terms contained in this RFP. Faxed proposals will not be accepted. The District reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal or in the proposer's process. Proposer's evaluation and ranking will be based upon a comprehensive review and analysis of the requested information to determination which proposal's best meets the needs of the District. The District will be the sole judge of the suitability of the proposed document archiving solution proposal. Selected and ranked proposers shall abide by the District's decision.

PRE-BID CONFERENCE: A bidder's conference will be held on **Wednesday, April 4, 2018 @ 11:00 am** at Education Center, 699 Old Orchard Drive, Danville CA 94526 for the purpose of acquainting all prospective bidders with the RFP documents and the scope of the entire project. **Vendors are highly encouraged to attend this conference to address any questions or clarifications.**

CLARIFICATION DEADLINE

All questions regarding RFP preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions of the Request for Proposal must be submitted in writing via email to PURCHASING@SRVUSD.NET with subject title: RFP CLARIFICATION, no later than Monday, April 9, 2018 @ 11:00 am (Pacific Time).

Jasmine R. Gacusan, CPPO
Director of Purchasing,
Duplicating and Warehouse

Publish Dates: March 19 & 26, 2018

INTRODUCTION

ABOUT THE DISTRICT

The San Ramon Valley Unified School District (SRVUSD) covers an 18 square mile area, encompassing the communities of Alamo, Blackhawk, Danville, Diablo, and San Ramon (including the new Dougherty Valley communities in east San Ramon) as well as a small portion of the cities of Walnut Creek and Pleasanton. The District is comprised of 36 schools serving more than 32,000 students in Transitional Kindergarten through Grade 12.

District is governed by a Board of Education and complies with current government procurement practices. The District employs approximately 4,500 people, hiring 250-300 employees per year. With an annual operating budget of over \$337 million, SRVUSD receives more than \$17 million per year in parent/private donations, and approximately \$6.9 million per year from a local parcel tax.

Facts and Figures

36 Schools (22 elementary schools; 8 middle schools; 4 comprehensive high schools; 1 continuation high school; 1 independent study school)

Additional information on SRVUSD can be found at: www.srvusd.net

CALENDAR OF EVENTS

Event	Date	
Public Notice	March 19 & 26, 2018	Daily Journal – San Ramon Valley Times
Bidder's Conference	Wednesday, April 4 @ 11 am	Ed Center, 699 Old Orchard Drive, Danville CA 94526
Questions/Clarification Deadline	Monday, April 9 @ 11 am	Purchasing@srvusd.net
Opening Date	Wednesday, April 18 @ 3 pm	Purchasing Conference Room, 3280 Crow Canyon Rd, San Ramon 94583
Demonstration (elevated vendors ONLY)	Wednesday, May 2 (time tbd)	TBD
Evaluation Period and Discovery	May 2 – May 18	District Committee
Board Report	Tuesday, June 12, 2018	Board Meeting
Note: All dates subsequent to receipt of proposals are estimated and subject to change without notice.		

INSTRUCTIONS

INTENT

It is the intent of this Request for Proposal (RFP) to obtain a complete set of data from prospective company (Proposers) to enable the District to determine the companies, if any, that are best able to serve the District, its students, and staff.

PROCESS

After submittal of the RFP, the SRVUSD Steering Committee will review all proposals as part of Phase 1 evaluation. The committee will rank proposals accordingly and top proposers will then be invited to Phase 2 of evaluation - product demonstration.

NOTE: Vendors are advised to keep **Wednesday, May 2, 2018** available in case selected and elevated to demonstrate proposed product.

Top qualifying vendors at minimum, must meet functionalities, capabilities along with specification, performance requirements and desired pricing.

DEMONSTRATION (For elevated proposals ONLY – Phase 2)

Software/product demonstrations will be held on-site at District facilities and may cover all functional areas listed in this RFP. Proposer demonstrations are an integral part of the selection process. To avoid unnecessary delays, the District expects that proposers will be available for software demonstrations and on-site Discovery sessions on the date specified above and procurement schedule. Proposers that cannot demonstrate their software during the dates identified above may be eliminated.

The demonstration will give the District and the Proposer an opportunity to:

- Clarify or substantiate any area(s) contained in the proposal
- Verify functions offered by the RFP
- Evaluate the features offered by the RFP
- Confirm that the Vendor is clear of the intent of the District

The District will schedule a specific time for those who are going to be invited for demonstration. In addition, the District will provide a demonstration script. Vendors should be prepared to:

- Show features and function of the product
- Demonstrate all script items listed per section. Proposers are only allowed to demonstrate products that were included as part of the RFP. Product, modules and other features not included and priced in the proposal may not be demonstrated.

RIGHTS

The District reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal or in the proposer's process. Proposer's evaluation and ranking will be based upon a comprehensive review and analysis of the requested information to determination which proposal's best

meets the needs of the District. The District will be the sole judge of the suitability of the proposed document archiving solution proposal, selected and ranked proposer's shall abide by the District's decision. The District reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the District to be in the District's best interest. The District reserves the right to retain all proposals, including proprietary documentation, regardless of which proposal is selected. No proposals will be returned to vendors. The District reserves the right to request any supplementary information it deems necessary to evaluate proposer's experience or qualifications. This may include supplemental financial information, additional interview(s), and/or additional presentation by the proposer. The District reserves the right to reconsider any proposal submitted at any stage of the procurement. It also reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the District reserves the right to delete or add functionality (i.e., modules and components) until the final contract signing. The District reserves the right to cancel, in part or in its entirety, this RFP, including, but not limited to: selection schedule, submittal date, and submittal requirements. If the District cancels or revises this RFP, all proposers will be notified in writing by the District. This RFP does not commit the District to award a contract. All proposals submitted in response to this RFP become the property of the District and public records, and as such, may be subject to public review. If the successful proposer defaults, the District may award this RFP to the next best proposal and may recover the loss occasioned by the successful proposer against a surety bond, if any, or by suit against the successful proposer.

The District reserves the right to require Vendor to demonstrate the functionality of the proposed product to its satisfaction prior to making a decision to include in the qualified product list. The intent of the demonstration is to show that the proposed product will perform in a completely satisfactory manner and that they will meet or exceed the expectation of the District. Failure to promptly demonstrate the product could result in their proposal solution being rejected. The District reserves the right to require the submittal of additional information that supplements or explains proposed materials.

SUBMITTAL OF RESPONSES

Submit eight (8) original proposal packages and one (1) electronic copy in a USB flash drive media in MS Word format, under a sealed envelope, by UPS/FedEx, by mail or hand-delivery to the address shown on the yellow neon label provided with this RFP. Each submission must be marked clearly with the RFP Number, Title, Vendor Name and Date. Documents received in response to this RFP shall remain the property of the District. Responders are responsible for ensuring that their RFP is received by the San Ramon Valley Unified School District Purchasing Department on or before the due date. No faxed, verbal or electronically transferred bids will be accepted. Postmarks indicating the date of mailing shall not be considered as evidence of receipt. Any RFPs received after the schedule closing time for receipt of responses will be returned unopened.

EVALUATION CRITERIA

The District will review all proposals received as part of a structured evaluation process. For each decision point in the process, the District will evaluate proposers according to specific criteria and will then elevate a certain number of proposers to compete in the next level.

The sole purpose of the proposal evaluation process is to determine which solution best meets the

District's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide and has proposed the best product and implementation approach for the District's current and future needs based on the information available and the District's best efforts of determination.

The proposal evaluation criteria should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of the District. The criteria that will be used to evaluate proposals will include, but are not limited to the following:

1. Written Proposal Evaluation

- Software Functionality
- Cost
- Overall Implementation Approach
- Experience with Similar Projects and Size
- Technical Compatibility
- Scope of Proposed System
- Firm / Product Sustainability

2. Software Demonstrations

- Overall System Features
- Software Features and Support for Necessary Processes for:
 - Superintendent's Office
 - HR Personnel Files
 - Budget Office
 - Payroll/Accounts Payable
 - Special Education
 - School Sites
 - Service Departments
 - Facilities
 - Grounds & Maintenance
 - Transportation
 - Child Nutrition
 - Purchasing/Warehouse/Duplicating
 - Custodial
- Automation of Business Processes
- Implementation Presentation / Approach to Address the District's needs.
- References

3. Discovery

- Overall Scope of Work
- Project Team Experience / Knowledge
- Understanding of the District's Needs
- Implementation Approach / Mitigation of Project Risks
- Division of Roles and Responsibilities
- Proposed Interface Approach

- Compliance with Contract Terms and Conditions
- Cost

RESPONSE DUE DATE

Each response must be sealed, marked with the **RFP #761** and titled "Document Archiving Solution", no later than:

3:00 pm (Pacific Time) and NO MINUTES, NO SECONDS on Wednesday, April 18, 2018

to the office of Purchasing Director of the San Ramon Valley Unified School District, 3280 Crow Canyon Road, San Ramon, CA 94583. The District reserves the right to request clarification or additional information from any respondent at any time during this RFP process.

CLARIFICATION DEADLINE

Prospective respondents can submit questions pertaining to this RFP via email to Purchasing@srvusd.net, no later than Monday, April 9, 2018 at 11:00 am, with subject title: RFP CLARIFICATION. All questions will be consolidated into a single set of responses and will be emailed back to the Proposers as well as posted on the SRVUSD Purchasing web site under Bids Posting: <http://www.srvusd.net/purchasingmain>.

COMMUNICATION

All communication from prospective proposers regarding this RFP must be in writing by email to Purchasing@srvusd.net. Communication by telephone or in person will not be accepted. Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the Board, or any employee of the San Ramon Valley Unified School District with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration.

EXCEPTIONS TO THE RFP

SRVUSD requires each proposer to provide a list of exceptions taken to this RFP. Any exceptions taken must be identified and explained in writing. An exception is defined as the supplier's inability to meet a mandatory requirement in the manner specified in the RFP. If the supplier provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution must be explained.

PRODUCT USE REQUIREMENT

SRVUSD requires that all hardware, system software products and application software products included in proposals be currently in use in a production environment by at least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be accepted. It is understood that applications software required to be built is excluded from this provision. By submitting a response to this RFP, the Vendor certifies that the product proposed is in productive use and capable of demonstration in the proposed configuration.

PROPOSAL ERRORS

SRVUSD will not be liable for any errors or omissions in supplier proposals.

COSTS

All elements of recurring and nonrecurring costs that must be borne by SRVUSD shall be identified and presented in the pricing volume using the specified format provided for in this RFP. These costs should include all labor, travel, lodging, per diem, car rental and so on required to complete each phase of the project. Expenses shall be billed at cost. Costs should be listed in the project phase in which they will occur; suppliers shall not preload continuing costs into the first phase. Proposers shall list and price any item that is part of their solution whether hardware, software, or management related that has not been specified in the requirements but is needed in order to complete the supplier's proposed solution.

Proposers shall provide SRVUSD with a firm, fixed price. Any cost listed should be tied to a specific task or product in the proposal. Failure to comply with pricing requirements will result in rejection of your proposal. The burden of proof for pricing credibility rests with the proposer.

DETAILED SUBMITTAL REQUIREMENTS

In order for competing proposals to be compared equally, proposers must assemble their proposals in strict adherence to the layout requirements. Proposers are cautioned that failure to follow all proposal layout requirements may result in disqualification without review. However, proposals may include additional/ supplemental materials as attachments or in narrative format so long as they are provided in the back of the proposal as "Supplemental Information". Responses must include the original question from the RFP.

Each proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. The proposal should be organized into the following major sections and in the following order:



Section	Cover
1	Executive Summary (Title Page, Letter of Transmittal, and Table of Contents)
2	Scope of Services
3	Response to Administrative Requirements
4	Software Features
5	Implementation Plan
6	Change Management Plan
7	Training Plan
8	Maintenance and Support Program
9	Company Background and Experience

- 10 Exceptions to the RFP
- 11 Price Proposal (To be submitted in a separate sealed envelope)
- 12 Supplemental/Additional Information including pricing. This pricing shall be in addition to the base system. (If applicable)

1. Executive Summary

(Proposal Section 1) The introductory material must include a title page with the RFP name, name of the proposer, address, telephone number, the date, a Letter of Transmittal, and a Table of Contents. The executive summary should be limited to a brief narrative summarizing the proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

2. Scope of Services

(Proposal Section 2) This section of the proposal should include a general discussion of the proposer's overall understanding of the project and the scope of work proposed.

3. Response to Administrative Requirement

(Proposal Section 3) The proposer must present, in detail, the proposed application software and technical environment and how it will address District's goals and objectives.

4. Software Features

(Proposal Section 4) This section should include specifics about the product features, capabilities and functions including search ability, retention, security, recovery, storage, etc.

5. Implementation Plan

(Proposal Section 5) This section should describe the proposed implementation plan. Proposers should reference listing of likely District resources devoted to this project and other details about the implementation. However, if the proposer feels that a different approach would allow the District to better mitigate risk and control project costs, the proposer should propose what it feels is in the best interest of the District.

6. Change Management Plan

(Proposal Section 6) This section should include the change management plan and a description of all processes and services proposed to prepare and support project team and end users for a successful transition.

7. Training Plan

(Proposal Section 7) This section should include the proposed training plan and a description of all products and services proposed to train both the project team and end users.

8. Maintenance and Support Program

(Proposal Section 8) The proposal must specify the nature of any post-implementation and on-going support provided by the vendor.

9. Company Background and References

(Proposal Section 9) Each proposal must provide information about each firm involved with this proposal including the software vendor, implementation vendor, and/or any third party vendors so that the District can evaluate the proposer's past experience with similar projects, recent experience, long term stability and ability to support the commitments set forth in response to the RFP. The District, at its discretion, may require a proposer to provide additional supporting documentation or clarify requested information.

The District considers references for both the software and implementation services to be an important part of its decision-making process to award a contract. Proposers should supply references that will be available to speak with the District for approximately 30 minutes. The names, phone numbers, and email addresses of the project manager or person with broad knowledge of the project for each reference must be listed. Failure to provide this information may result in the proposer not being elevated. The District may also contact additional clients for references, if deemed necessary

10. Exceptions to the RFP

(Proposal Section 10) All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the District, and the description of the advantages or disadvantages to the District as a result of exceptions. This RFP contains standard contract terms and conditions that the District expects to be part of the final agreements for these services. Please indicate your willingness to comply with each condition by noting any exceptions. The District, at its sole discretion, may reject any exceptions or specifications within the proposal.

11. Price Proposal (To Be Submitted in a Separate Sealed Envelope)

(Proposal Section 11) Proposers will submit their price proposal in a separate and sealed packet according to the format provided in this RFP. Do not cite price anywhere else in the proposal in order to prevent evaluators from viewing this information. The District's Steering Committee will review and score price proposals.

- Pricing must be complete and shown on the pricing pages. It must include, but not limited to all software, systems, network, labor, materials, programming, features, fees, licenses, taxes, delivery and freight. Pricing must be FOB destination (San Ramon Valley Unified School District) freight pre-paid.
- Do NOT use "To Be Determined" or similar annotations in the cells for cost estimates. The District is asking proposers to estimate prices and hours for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Proposers may submit additional pricing sheets as an addendum to the cost

template; however the summary cost sheet template MUST be completed and submitted.

- Proposers are expected to list the implementation costs for project management, technical resources, and each functional area. If proposers are not able to break down implementation costs, the District will accept proposals that summarize implementation costs. At minimum, costs should be broken down at least by implementation phase. Included with the summary cost should be a description of what is included in the summary.
- Training costs should include any costs for classroom training, web training, or other training activities for either the project team or end users that does not include implementation activities. If training is part of the implementation activities, it should be listed as part of implementation.
- Total price must include any applicable sales tax rate (8.25%).
- The District will require fixed maintenance fees for five (5) years following implementation for budgeting purposes.
- Any hardware costs should be listed as “other costs”. Examples of such costs to include in the proposal are scanners, etc.

12. Supplemental/Additional Information (if applicable).
(Proposal Section 12)

CONTACT

Any questions regarding administrative bidding procedures should be directed to the Director of Purchasing, Jasmine Gacusan, CPPO, at (925) 824-1834; jgacusan@srvusd.net.

COST OF RFP PREPARATION

Cost of preparation of the response to this RFP is solely the responsibility of the vendor. San Ramon Valley Unified School District accepts or implies no liability in the cost of the bid preparation.

PUBLIC INFORMATION

Please note that all submittal or documents received in this Request for Proposal (RFP) will be public records and subject to disclosure under the Public Records Act. All proposals submitted will be held in confidence. SRVUSD has no obligation to share proposal material with any other party and will respect any documents or materials that proposers have clearly marked “Confidential” or “Proprietary.” However, only those pages that contain the proprietary information should be so designated, not the complete proposal.

SRVUSD is not obligated to maintain the confidentiality of any information that was known prior to receipt of a proposal, or becomes publicly known through no fault of SRVUSD or is received without obligation of confidentiality from a third party.

SCOPE OF PROJECT

PROJECT OBJECTIVES

The San Ramon Valley Unified School District is seeking an electronic document archiving solution for all its official documents, records and files. The main purpose of this RFP is to acquire a product that can best fulfill a document management solution that may be inclusive, but not limited to, imaging for the purpose of storage, retrieval, e-forms and workflow.

Any proposed solution should be robust enough to expand beyond the documents which serve as a representative sample of the types of documents maintained by the District. The District does not intend the solution to rigidly fit its current management practice but rather is open to consider creative process enhancing opportunities resulting from a proposed solution.

The goals of implementing a new Document Archiving Solution will include but not limited to:

1. Migrate large amount of documents and archived materials to the new system
2. Migrate collection of laser fiche tapes to the new system
3. Migrate documents currently hosted in Laserfiche System
4. Allow district staff continued use of existing scanning hardware
5. Maintain or improve user experience (intuitive experience) and minimize lengthy searches, lost documents, transferring of files from site to site, inaccuracies and other paper handling activities
6. Maintain functionality and interface to other software applications
7. Decrease paper storage cost
8. Access to information allowed per security permission
9. Implement an online document portal (internal)
10. Automate retention policies where appropriate for effective document management
11. Incorporate and improve workflow for enhanced document processing
12. Non-disruptive workflow for enhanced document processing
13. Enhance the standardized use of electronic scanning (scan/capture, index, storage and retrieval of documents)
14. Effective training to all District employees
15. Solution must fully support inter/intranet web based technology where the various web servers will provide all the necessary mechanisms to store and retrieve information requested by the user.
16. Document security and disaster recovery capabilities
17. We are looking for a comprehensive system that all departments can utilize and cross-query to find all records in the system relating to a subject.
18. Proposed solutions can be either hosted on premise or be cloud based with appropriate data security protocols.
19. Compliance with California Government Code and Regulations 22620.1 through 22620.8 associated with Trustworthy Electronic Document or Record Preservation

All four (4) high schools are responsible for releasing transcripts to current and former students. We are also interested in a platform that will allow us to process these requests online.

Records include but are not limited to the following departments:

Superintendent Office

- Board agendas and minutes
- Special meetings
- Board policy documents

HR Personnel Files

- Medical
- Recruitment
- Staff PD
- Grievances
- Negotiations
- Confidential Concerns
- Credentials

Budget Office

- Annual Budget reports
- Attendance reports
- Grant reports
- Nutrition data

Payroll/ Accounts Payable

- W-4 forms
- Direct deposit forms
- Deductions
- Time cards
- Check backups
- Salary placement documents
- Calpers documents
- Purchase orders & vouchers
- 1099 tax forms
- County auditor reports
- Reimbursements

Special Education

- Student files including IEP, Behavior, Placements, Correspondence
- Accounting documents including Contractor contracts, pupil counts

Facilities

- Building plans
- Permits
- Contracting documents
- Code enforcement documents
- Safety documentations

CURRENT SOLUTION AND NETWORK ENVIRONMENT

San Ramon Valley USD has a wide area network through which all schools connect to our data center in

the service center. Each school has between a 500MB (elementary schools) and 1GB (secondary schools) connection to the service center. The data center has a 10GB connection to the internet. We currently host Laserfiche on a Cisco UCS server in our data center with data backed up remotely on a nightly basis. The current solution of LaserFiche is version 10.2. We currently have 10 full user licenses with web access.

LICENSING MODEL

The solution must be able to handle several concurrent users for search, scan/capture and administration. The licenses should be able to add/change as needed through either single or group. Pricing should be tiered based on level of access and number of needed licenses. User licensing model should include the ability to modify access as needed for users by the local admin as needs change for departments. Functionality for concurrent user support at a minimum of 50 at any given time at full launch of the system:

- Minimum Users: 70
- Potential Users: 300

STORAGE CAPACITY

The district currently is hosting Laserfiche on our local servers, where we maintain and control all documents. Once we have selected a vendor, all the files currently stored will be merged over into the new system. All files in Laserfiche repository would be downloaded for transfer in .pdf format. All current file storage is detailed below, the solution needs to be able to support storage of all current files as well as provide additional storage for ongoing file management.

File Storage	Approximate Storage Currently
Laserfiche	59.75 GB
Paper Files (Cabinets and Boxes at GRM and Locally)	4,137 boxes / 58 Drawers
Microfilm/Microfiche	22 boxes/drawers
Digital Storage	22 GB

Preferred storage would be secure cloud based with automated backup with a storage capacity to start of 1TB with the ability to add additional storage as needed. Pricing model should include all current storage as well as detail for expansion of storage as the repository grows. As well if there is ability for the vendor to take our currently stored paper files and scan them into the system provide the pricing model for review.

TRAINING/IMPLEMENTATION PLAN

The selected vendor will be working closely with our district Information Systems Technician/Trainer who is managing the implementation for the District. This would include set up of the system, deployment to users, training and troubleshooting.

Training would ideally be a train the trainer approach with the District Trainer mainly, as they will handle overall department training and ongoing support. However, the vendor may be asked to attend trainings or meetings when needed for additional support. Troubleshooting and ongoing training will be handled by the District Technician and Trainer. All communication for issues and assistance will ideally be coming from a single contact to the vendor technical support team.

Implementation plan will be laid out and coordinated by the District Technician and shared with the selected vendor for collaboration to ensure a smooth transition to the system. The overall implementation will be done across the district incrementally as to not impact overall operations as well as bring on board departments based on their needs.

The implementation and training costs should be reflective of the district handling and coordinating training, implementation plan and troubleshooting. Please detail the costs for training and implementation with the proposal.

PREFERRED PROJECT SCHEDULE

After careful consideration of the District’s current technology situation, priorities for this project, and the District’s ability to absorb change, the District has identified the following schedule to be its preferred go-live schedule for the project. Proposers are to use this proposed phased approach to implementation unless the proposer feels that an alternative approach would be in the best interest of the District to provide for a more successful implementation. If proposers use an alternative phased approach, proposers should clearly explain the benefits and/or risks with an alternative approach. The District expects implementation to begin in August 2018.

Phase	Functionality	Go-Live Date
Phase 1	Human Resources	September 2018
Phase 1-B	Special Education	October 2018
Phase 1-C	Business Office/Superintendent	November 2018
Phase 1-D	Facilities/Maintenance	December 2018
Phase 2	Student Services/Ed Services	January 2019
Phase 2-B	School Sites (36 Schools)	February - May 2019
Phase 3	GRM Storage	June - August 2019

CONTRACT TERMS AND CONDITIONS

Below are standard contract terms and conditions that the District expects to be part of an agreement with the finalist proposer(s). Contract terms in the final agreement should include but will not be limited to those listed below.

APPLICABILITY

The provisions of this RFP, including but not limited to these terms and conditions, shall be made part of each agreement resulting from this RFP ("Agreement") and shall control unless the Agreement expressly provides otherwise.

SERVICES AND STATEMENT OF WORK

The Agreement shall include, in the Statement of Work ("SOW"), a detailed description of all work to be performed by the proposer for the District that includes the following:

- Project Scope
- Phase details
- Project resources
- Project change control procedures
- Time commitments and project timelines
- High level project plan

Except as otherwise explicitly stated in the Agreement, the vendor will furnish all labor, materials, equipment, products, tools, transportation, and supplies required to complete the statement of work.

DELIVERY OF THE PROJECT PLAN AND OTHER KEY DELIVERABLES

A detailed project plan is to be delivered within a contractually specified timeframe after Agreement signing.

KEY PERSONNEL

The District requires assurances as to the consistency and quality of vendor staffing for its project. Key points of the District's key personnel provision include:

- a. The District shall have the ability to interview and approve key personnel proposed by the vendor.
- b. The District shall have the right to unilaterally dismiss key personnel from the project.
- c. Vendor key personnel may not be removed from the project without the District's approval except reasons outside the vendor's control.
- d. Vendor must replace any departed key personnel with a temporary replacement within forty-eight (48) hours.

WARRANTY

- a. A warranty is sought for both the software and implementation services. It is assumed that

proposers have priced their services to recognize these warranty provisions. The selected software vendor will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP.

- b. The District also requires a warranty for the implementation (e.g., work products, developed modifications, and system configuration) for a minimum of 24 months after the final acceptance date (as will be defined during the negotiation process) of the respective modules.

WARRANTY REMEDY

The District requires that the vendor commit to repair or replace any function not working in the system during the life of the warranty. In the event a problem cannot be fixed or replaced, the vendor will be requested to refund 1.5 times the full amount paid for the unusable software plus implementation costs.

SYSTEM ACCEPTANCE

For purposes of acceptance of the system (or portions thereof), the District intends to use a two-staged acceptance procedure. Key points include:

- a. “Conditional Acceptance” will essentially occur at go-live. The District will have up to thirty (30) days to test the system (“pre-live testing”) before going live.
- b. The District will have a 30-day period after Conditional Acceptance to “live test” the system. Live testing is the District’s opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to the District by the vendor during the course of the project.
- c. If, after the live testing, the system performs in accordance with the system specifications (including the design document and functional requirements), the District will issue “Final Acceptance.” The 30-day time frame for Final Acceptance restarts if problems are found in the live test. Specifically, the District expects to document the date the problem is found and the date it is certified as fixed. The clock would restart on the date the problem is certified as fixed. The warranty period shall begin at the time of Final Acceptance.

SOURCE CODE RIGHTS

If the vendor, whether directly or through a successor or affiliate, ceases to maintain and service their product, the District shall have the right to obtain, for its sole use only, and for maintaining the software/ product, a readable copy of the most current version of the source codes and a copy of associated documentation.

PAYMENT TERMS

Payment for the document archiving solution system and for the implementation services rendered pursuant to any Agreement shall be made in amounts and at times set forth in the Agreement. A written agreement will be issued, and all invoices must reference the agreement number. Payment shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the District. Prior to payment, the vendor must submit an original dated

itemized invoice of services rendered. Any reimbursement for expenses, as allowed in the Agreement and that are included in the invoice(s), must be supported with attached original billings for such expenses.

Implementation services will be paid on a not-to-exceed basis as described and only on a deliverable completion basis, meaning that the District will pay only when the vendor has satisfactorily completed mutually agreed upon payment deliverables, as will be defined in the Statement of Work as part of the Agreement.

LIQUIDATED DAMAGES

It is agreed by the parties to the contract that if the vendor fails to accomplish contract completion or substantial completion of all the work called for under the contract in all parts and requirements within the number of days set forth in the contract documents, or in any other way fails to perform as required, the San Ramon Valley Unified School District will assess damages sustained and although it will be impracticable and extremely difficult to ascertain and determine the actual damage due to the reason of such delay, it is therefore agreed upon that the vendor will pay the District \$1,000 per day as liquidated damages.

ADDITIONAL USERS AND MODULES

The District will require "price protection" for a minimum of one (1) year from the effective date of the software license for additional District users and modules that are listed in the proposal but are not initially purchased.

STATUS OF VENDOR

The vendor and its employees will be engaged in an independent relationship with the District in performing all work, duties, and obligations under the Agreement. The District will not exercise any control or direction over the methods by which the vendor shall perform its work and functions. The District's sole interest and responsibility is to ensure that the work covered by the Agreement is performed and rendered in a competent, satisfactory, and legal manner. No work, act, commission, or omission of the vendor or its employees pursuant to the Agreement shall be construed to make the vendor or its employees the agent, employee of the District. Neither party will have any right, power, or authority to create any contract or obligation on behalf of, or binding upon, the other party without prior written consent of such other party.

PAYMENT OF TAXES

The vendor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. The vendor agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of the vendor's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, the vendor agrees to furnish the District with proof of payment of taxes on these earnings.

RECORDS

Vendor shall keep and maintain full and complete documentation and accounting records concerning all

services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. The vendor shall maintain such records for a period of three (3) years following completion of work hereunder.

CONFIDENTIAL INFORMATION

Any written, printed, graphic, or electronically or magnetically recorded information furnished by the District for the proposer's use are the sole property of the District. This proprietary information includes, but is not limited to, student records, District employee's records, medical files, credentials, salary, building plans, safety documentations, etc.

The vendor and its employees will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with authorized District approval, and only to the extent necessary to perform the work under the Agreement. This prohibition also applies to the vendor's employees, agents, and subcontractors. On termination of the Agreement, the vendor will promptly return any confidential information in its possession to the District.

OWNERSHIP AND DISCLOSURE OF WORK PRODUCT

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by the vendor or the vendor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District. The District shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, the vendor shall promptly deliver to District all such documents, which have not already been provided to District in such form or format, as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. The vendor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of the District.

CONFLICT OF INTEREST

The vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. The vendor further agrees that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by District, the vendor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with District disclosing the vendor's or such other person's financial interests.

NON-INTEREST OF DISTRICT OFFICIALS

The Contractor hereunder represents that the only persons or parties interested in this transaction as principals are those named herein; that no director, officer, Board Member or employee of the San Ramon Valley Unified School District is in any manner interested directly or indirectly in this transaction or in the profits to be derived therefrom.

FINGERPRINTING

Section 45125.1 of the California Education Code is hereby made part of this bid solicitation as if written in its entirety herein.

INTELLECTUAL PROPERTY RIGHTS

If the software program or any part of the materials installed by the vendor is held to infringe upon any third-party intellectual property rights, the vendor shall, at its sole expense, exercise commercially reasonable efforts to either: (a) procure for the right to continue using the same idea or process free of any liability for infringement or violation; or (b) replace or modify the same with non-infringing material of substantially equivalent functionality. In the event vendor is unable to implement one of the options set forth in subsection (a) or (b) above within sixty (60) days after the occurrence of any such claim, such failure shall be deemed an event of default under the Agreement.

The vendor will indemnify and hold harmless the District from liability of any kind, including costs and expenses for or on account of any copyrighted service marked, trademarked, patented or un-patented invention, process, article, or work manufactured or used in the performance of the Agreement, including its use by the District. If the vendor uses any design, device, materials, or works covered by letters, service mark, trademark, patent, copyright, or any other intellectual property right, it is mutually agreed and understood without exception that the agreement prices will include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

COMPLIANCE WITH LAW

Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406, labor compliance, immigration, prevailing wages and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties and that failure to do so shall constitute material breach.

INSURANCE REQUIREMENTS

During the term of this agreement, successful bidder will maintain and keep in force insurance of the types and in the minimum amounts set forth below:

Insurance	Minimum Limits of Liability
Worker's Compensation	\$1,000,000
Employer's Liability Comprehensive	\$1,000,000
General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
Automobile Liability	\$1,000,000

All insurance policies must be primary. Within ten (10) days of the Effective Date, Vendor will provide District with certificates of insurance confirming that Vendor maintains required insurance, **along with a second page endorsement naming "the San Ramon Valley Unified School District, its board members, agents, attorneys, employees, and consultants" as additional insured under the respective policy.** All insurance policies and certificates of insurance will contain a provision for thirty (30) days advance

notice to District of all, policy changes, including without limitation, cancellation. Supplier waives all rights of subrogation against District. Supplier's failure to comply with these requirements will constitute a material breach of this agreement. Supplier warrants that each of its significant subcontractors will maintain insurance coverage as described above.

WORKER'S COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the vendor shall secure the payment of compensation to his employees. The vendor hereby acknowledges the following statement:

"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 provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract documents."

The vendor shall take out and maintain during the life of the contract, Statutory Worker's Compensation and Employer's Liability Insurance with limits not less than One Million Dollars (\$1,000,000) for all its employees to be engaged in the work on the project under the Contract. Should any work be sublet, the vendor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the District from any and all claims arising out occurrences on the work.

GOVERNING LAW AND VENUE

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Contra Costa County.

TOBACCO FREE SCHOOLS

State law prohibits tobacco or use of tobacco on any of District property.

INDEMNIFICATION

The vendor agrees to accept all responsibility for loss or damage to any person or entity, including the District, and to indemnify, hold harmless, and release the District, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including the vendor, that arise out of, pertain to, or relate to the vendor's performance or obligations under this Agreement. The vendor agrees to provide a complete defense for any claim or action brought against District based upon a claim relating to the vendor's performance or obligations under this Agreement. The vendor's obligations under this Section apply whether or not there is concurrent negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. The District shall have the right to select its legal counsel at vendor's expense, subject to vendor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the vendor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

TERMINATION

Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, the District shall have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to the vendor.

Termination for Cause. Notwithstanding any other provision of this Agreement, should the vendor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, the District may immediately terminate this Agreement by giving vendor written notice of such termination, stating the reason for termination.

Delivery of Work Product and Final Payment Upon Termination. In the event of termination, vendor, within 14 days following the date of termination, shall deliver to the District all materials and work product and shall submit to the District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

Payment Upon Termination. Upon termination of this Agreement by the District, the vendor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by vendor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, the vendor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if the District terminates the Agreement for cause, the District shall deduct from such amount the amount of damage, if any, sustained by the District by virtue of the breach of the Agreement by the vendor.

Authority to Terminate. The Board of Education has the authority to terminate this Agreement on behalf of the District. In addition, the Purchasing Director or Technology Services Director, in consultation with District's Attorney, shall have the authority to terminate this Agreement on behalf of the District.

DATA TRANSFER UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, Vendor will ensure that all District's and End User Data are securely transferred to the District, or a Third Party designated by the District, within thirty (30) calendar days. Vendor will ensure that End User Data will be made available to the District in a non-proprietary format. Vendor will provide to the District with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any Vendor's subcontractor and any contingency plans in the event of notice of such a failure. This includes immediate transfer of Data.

NON-RETENTION CERTIFICATION

Vendor certifies that, in accordance with this Agreement, Pupil Records shall not be retained or available to the Vendor or its employees or agents upon completion of the terms of this Agreement. This certification may be enforced by any lawful means, including, without limitation, through civil action. Vendor agrees to observe complete confidentiality with respect to the Software, and will not copy, reproduce, publicize or otherwise disseminate it to third parties. Any breach of confidentiality by the Vendor will automatically terminate this Agreement. Vendor agrees that the District's remedies at law for breach of confidentiality are inadequate and that Licensee will be entitled to equitable relief,

including without limitation, injunctive relief, specific performance and/or other remedies in addition to remedies provided at law.

Vendor agrees to observe complete confidentiality with respect to the District's confidential data, and will not reproduce, publicize or otherwise disseminate it to third parties without prior consent from the District.

INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE

Vendor shall be responsible for providing disaster recovery Services if Vendor experiences or suffers a disaster. Vendor shall take all necessary steps to ensure that the District shall not be denied access to the Services for more than five (5) hours in the event there is a disaster impacting any Vendor infrastructure necessary to provide the Services. Vendor shall maintain the capability to resume provisions of the Services from an alternative location and via an alternative telecommunications route in the event of a disaster that renders the Vendor's primary infrastructure unusable or unavailable.

Vendor will provide District with minimum of two (2) weeks prior notice of any times that the Services will be unavailable due to non-emergency maintenance or enhancements. Vendor will schedule any such times that the Services will be unavailable during non-scheduled school days. In the event of unscheduled and unforeseen times that the Services will for any reason, except as otherwise prohibited by law, Vendor will immediately notify District and cooperate with District's reasonable requests for information regarding the Services being unavailable (including causes, effect on Services, and estimated duration).

Vendor may suspend access to Services by an End User immediately in response to an act or omission that reasonably appears to jeopardize the security or integrity of District's Services or the network(s) or facilities used to provide the Services. Suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. The suspension will be lifted once the breach is cured. Vendor may suspend access to Services by an End User in response to a material breach by End User of any terms of use s/he has agreed to in connection with receiving the Services. Licensor will immediately notify Licensee of any suspension of End User access to Services.

Licensor may suspend access to Services by Licensee in response to an act or omission that poses a significant threat to the security or integrity of Licensor's Services or the network(s) or facilities used to provide the Services. Vendor will provide District with at least fifteen (15) business days advance written notice of intent to suspend and justification for suspension. District will have fifteen (15) business days to review and respond to such notice, and to correct any such action or omission prior to suspension. If District's response resolves the issue to the parties' mutual satisfaction, suspension will not occur. If District is unable to resolve within the stated timeframe, then suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. Any such suspension will be lifted immediately once the breach is cured.

NON-APPROPRIATION OF FUNDS

The complete installation of the document archiving solution system is contingent on budgetary funding from the annual District budget. Funding may be allocated in phases over several fiscal years. In the event sufficient funds are not appropriated for the payments required to be made under the Agreement in future fiscal years, the District has exhausted all funds legally available for payments to become due

under this Agreement, funds which have been appropriated for purposes of this Agreement are withheld and are not made available to the District, or an appropriation of funds for the next fiscal years has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn then the District at its sole discretion may terminate the Agreement at the end of the then current fiscal year, as the case may be without penalty or additional expense of any kind whatsoever. If non-appropriation occurs, the District agrees to deliver written notice to the vendor of such early termination at least 30 days prior to the end of the then current fiscal year.

Notwithstanding anything in the Agreement to the contrary, this Non-appropriation provision shall survive termination of the Agreement.

TRANSFER OF INTEREST

Neither party to this Agreement shall assign, delegate, or transfer any interest in or duty under this Agreement without the prior written consent of the other party, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

OWNERSHIP AND CONTROL OF DISTRICT DATA

District will retain ownership of, and the ability to control, all District data imported into the Software ("*District Data*"). District Data includes pupil records, as defined in California Education Code §49073.1 (d)(5) ("*Pupil Records*"). Pupils may retain possession and control of their own pupil-generated content, as defined in California Education Code §49073.1 (d)(5), including transfer of pupil-generated content to a personal account, by contacting the District. Licensor agrees to provide the necessary instruction for District to transfer pupil-generated content contained in the Software to a pupil's personal account. Upon the termination of this Agreement, to the extent District Data resides on Licensor servers, the Licensor agrees to assist in the transfer of all District Data back to District in an industry standard open format such as SQL at no charge.

Vendor agrees to include and comply with all mandates contained within AB1584; California Education Code §49073.1; Federal Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. §1232g; California SB 1177 and will add Business and Professional Code section 22584.

Vendor will provide access to the District and End User Data only to those Vendor's employees, contractors and subcontractors ("Vendor Staff") who need to access the Data to fulfill Vendor's obligations under this Agreement. Vendor will ensure that, prior to being granted access to the Data, Vendor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement.

COMPLIANCE WITH LAW

Each of Vendor and District represents and warrants that it, and its officials, agents, employees and subcontractors have and will continue to receive training so as to be familiar with the provisions of the Family Educational Rights and Privacy Act ("*FERPA*") and equivalent state provisions, and each party agrees that it will comply with such provisions and take all reasonable measures necessary to protect student education records from unauthorized acquisition or release. In the event that any unauthorized

acquisition or release of student education records occurs, each party agrees to advise the other promptly upon discovery of such unauthorized acquisition or release and, if required by law, District will notify the affected parent, legal guardian or student (if at least 18 years of age), as applicable, in writing of such unauthorized acquisition or unauthorized release. Licensor agrees to maintain the privacy of Pupil Records as may be required by state and federal law, including but not limited to FERPA, the Protection of Pupil Rights Amendment (PPRA), and the Children's Online Privacy Protection Act (COPPA). Vendor will provide access to Pupil Records only to its employees and subcontractors who need to access the data to fulfill Licensor's obligations under this Agreement. Vendor will identify those employees and subcontractors who will have access to Pupil Records and ensure such individuals receive appropriate instructions as to how to comply with the security and confidentiality requirements of this Agreement with respect to Pupil Records. If Vendor will have access to "education records, for District's students as defined under FERPA, Vendor acknowledges that, for purposes of this Agreement, it will be designated as a "school official" with "legitimate educational interests" in the District's education records, as those terms have been defined under FERPA and its implementing regulations, and Vendor agrees to abide by the FERPA limitations and requirements imposed on school officials. This Agreement is intended to comply with California Education Code Section 49073.1.

SHARING OF DISTRICT DATA

Vendor will not share District Data, except (i) as directed by District or District Users, (ii) to District Users as contemplated by this Agreement, (iii) to Licensor's subcontractors who need access to fulfill Vendor's obligations under this Agreement and who have agreed to maintain the confidentiality of such information or (iv) as required by applicable law. When Vendor believes that any disclosure is required by applicable law, it shall promptly notify the District prior to the disclosure and give the District a reasonable opportunity to object to the disclosure.

STORAGE AND PROCESS

Vendor will store and process District Data in accordance with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Licensor's own data of a similar type. Without limiting the foregoing, Vendor warrants that all Pupil Records will be encrypted in transmission using a minimum of 128-bit AES encryption. In addition, Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under this Agreement. Vendor will be responsible for creating and maintaining timely, accurate, and readable electronic back-ups of all data and system files.

SOCIAL SECURITY NUMBERS

Vendor agrees that it will not collect or store as part of the District Data or otherwise any social security numbers.

RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

Except as otherwise expressly prohibited by law, Vendor will:

- If required by a court of competent jurisdiction or an administrative body to disclose District and/or End User Data, Vendor will notify District in writing immediately upon receiving notice of such requirement and prior to any such disclosure;
- Consult with the District regarding its response;
- Cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and
- Upon District's request, provide District with a copy of its response.
- If District receives a subpoena, warrant, or other legal order, demand or request seeking District or End User Data maintained by Vendor, District will promptly provide a copy to Vendor. Vendor will supply District with copies of Data required for District to respond within forty-eight (48) hours after receipt of copy from District, and will cooperate with District's reasonable requests in connection with its response.

DATA COMPROMISE RESPONSE

Vendor shall report, either orally or in writing, to District any Data Compromise involving District or End User Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of District or End User Data, not authorized by this Agreement or in writing by District, including any reasonable belief that an unauthorized individual has accessed District or End User Data. Vendor shall make the report to District immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Vendor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Licensor regarding Data Compromises will be reduced to writing and supplied to District as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

Immediately upon becoming aware of any such Data Compromise, Vendor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to District and continue to keep District informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.

Within five (5) business days of the date Vendor becomes aware of any such Data Compromise, Vendor shall have completed implementation of corrective actions to remedy the Data Compromise, restore District's access to the Services as directed by District, and prevent further similar unauthorized use or disclosure.

Vendor, at their expense, shall cooperate fully with District's investigation of and response to any such Data Compromise incident.

Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose Data were involved, regulatory agencies, or other entities, without prior written permission from the District.

PROTEST

Should any bidder question or protest the award of contract to the apparent low bidder, such question or protest must be furnished in writing to the Director of Purchasing no later than three working (3) days following the date of bid opening. Such submittal must fully explain the basis of objection supported by all relevant information, facts and details. Letter must be signed by an authorized representative stating

specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).

Questions or protests not furnished in writing as prescribed will not be accepted.

ATTORNEYS FEES

The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Local, State or Federal statute.

RFP CHECKLIST

Task	Submitted
Checklist	
Proposal for RFP#761 Document Archiving Solution (sections 1 – 10 & 12)	
Costs Summary Sheet (separate from RFP submittal)	
Functional Requirements	
Maintenance and Support (post implementation)	
List of Reference	
Fingerprint Form	
Addenda	
Non-Collusion	
Worker’s Compensation	
Designation of Subcontractors	
Proof of Insurance	
Pupil Records Rider for Digital Records Storage and/or Digital Education Software	To be submitted by the successful Proposer with signed contract.

SUMMARY COSTS SHEET

VENDOR HOSTED SOLUTION	Year 1	Year 2	Year 3	Year 4	Year 5
License/Software Fees	\$	\$	\$	\$	\$
Professional Services Implementation Fees	\$	\$	\$	\$	\$
Training	\$	\$	\$	\$	\$
Other Costs	\$	\$	\$	\$	\$
Infrastructure (List all equipment needed on additional page)	\$	\$	\$	\$	\$
Discount for multi-year upfront subscription					
DISTRICT HOSTED SOLUTION	Year 1	Year 2	Year 3	Year 4	Year 5
License/Software Fees	\$	\$	\$	\$	\$
Professional Services Implementation Fees	\$	\$	\$	\$	\$
Training	\$	\$	\$	\$	\$
Other Costs	\$	\$	\$	\$	\$
Infrastructure (List all equipment needed on additional page)	\$	\$	\$	\$	\$
Discount for multi-year upfront subscription					

DISASTER RECOVERY COSTS	Comments
\$	

Signed by Authorized Representative:

COMPANY NAME

PHONE

PRINT NAME

EMAIL

SIGNATURE

DATE

**SUPPLEMENTAL PRICE SHEET (Post Implementation)
Additional Service for possible future contract**

District may or may not elect to use service herein

Back File Conversion Services to include at least minimum of 3 index fields with advanced search module & OCR – ALL INCLUSIVE	Estimated Quantity	Lump Sum Amount
1. Paper files (cabinets, boxes, GRM, Warehouse, Ed Services, School Sites)	4200 boxes	\$
2. Microfilm/microfiche	22 boxes/drawers	\$
3. LaserFiche (digital)	59.75 GB	\$
4. Special Ed Digital Storage (Ed Files)	22 GB	\$

Proposed supplemental price sheet good for one (1) year after award of RFP

____ Yes ____ No.

If No, state how long pricing is good till: _____

Signature

Date

Name

Email

FUNCTIONAL REQUIREMENTS

Available Responses Codes:

SF	Provided with standard functions and is available with configuration (no custom development)
CU	Customization/Software Enhancement/Modifications (any custom development)
TP	Third-party software required to fully provide requirement (standard functionality)
TP-CU	Customization/software enhancement/modifications to third party product require
SR	Provided with standard report
CR	Custom report development required
N	Not included in this proposal
NR	No response

	FUNCTIONAL REQUIREMENT	RESPONSE	HOW/MODULE	COMMENT
1	The solution must provide the ability for users to quickly search, access, and select desired information without being overly complex.			
2	The solution must support various ways for manual as well as automated indexing inclusive of manual entry, lookups, autofill and OCR.			
3	Must be able to OCR imported documents from current storage for accurate document tagging for search.			
4	Solution must be able to be accessed through a web based application so that users are not limited to devices with an installed client for document storage and retrieval.			
5	Must provide support for scanned documents (via TWAIN or ISIS drivers) as well as ability to save to the repository from email, digital forms and from local machines.			
6	Scanning support must be able to process batch scanning, duplex scanning, and remote scanning and provide quality assurance of scanned documents.			
7	Search supports contents of documents not just tagged or title information for more accurate results.			
8	Must provide version control which must automatically update when a document is checked out and			

	returned to the repository. This must also prevent more than one person checking out a document at a time for modifications and updates.			
9	Solution should allow for annotation and redaction, access for this should be controlled and granted to specific users via local admin.			
10	Document expiration controls, allow users to set a retention timeline on documents that aren't permanent so they are removed when the retention time expires. Preventing documents that are no longer needed from clogging the system.			
11	Ability to move files from one folder to another within the system in the event it's stored incorrectly.			
12	Integration for Google and Microsoft so documents can be saved to the repository while in applications such as Outlook, Google Drive, Gmail and Word/Excel.			
13	Users need to be able to view, add and update documents by allotted permissions. Those permissions should be controlled by an administrative access account or portal so they can be updated/revoked as needed locally.			
14	Administrative access portal for user management, repository access management, metadata reporting and tracking of user activity.			
15	The solution must support several image and file formats such as .jpg, .png, .tif, .pdf, .xls and .bmp.			
File and document sharing via secure web links with permissions settings.				
16	Ability to Password protect the link for the end user			
17	Tracking of when/who/where the link was accessed			
18	Ability to turn off the link and/or set a deactivate date			

19	Sharing of specific documents/parts of a file only			
20	Ability to turn on and off ability to download content			
21	Solution needs to support Microsoft 365, Active Directory or Google authentication to manage user access.			
22	The district must be the owner of the documents and able to download or obtain all files in a non-proprietary file format at any time.			
Solution must provide encryption to protect student and employee files, complying with state and federal guidelines including:				
23	A statement that records continue to be the property of and under the control of the district			
24	A prohibition against using any information in the records for any purpose other than those required or specifically permitted.			
25	Description of the actions that will be taken to ensure the security and confidentiality of records			
26	A description of the procedures for notifying affected individuals in the event of an unauthorized disclosure of records.			
27	Certification that records shall not be retained or available upon completion of the terms of the contract and a description of how that will be enforced.			
28	A description of how the district and vendor will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C Sec 1232g)			
29	Prohibition against the vendor using personally identifiable information to engage in targeted marketing.			
30	Must provide a solution that is reliable along with a detailed service level agreement including a			

	comprehensive action plan in the event of any system issues or interruptions.			
--	-------------------------------------------------------------------------------	--	--	--

DISTRICT USE ONLY		
SUMMARY STATISTICS	29 TOTAL REQUIREMENTS	NOTES
SF		
CU		
TP		
TP-CU		
SR		
CR		
N		
NR		

****This document must be completed, executed and submitted with the proposal****

Maintenance and Support

Post-implementation Support:	
Days of on-site support after go-live	
Other on-site support after go-live (month end, quarter end, year end, open enrollment, etc.)	
Support Options:	
Support Packages Offered (Bronze, Silver, Gold, etc.)	
Support Package Proposed	
Other Support:	
Remote desktop support	
Additional on-site support	
Telephone Support:	
Hours available (and time zone)	
Problem Reporting and Resolution Procedures	
Response time for various levels of severity	
User Groups:	
Local User Group	
User Group Members (number)	
Third Parties:	
Support provided for third party products?	
Upgrades/Patches:	
Upgrade Frequency (major and minor releases)	
How are upgrades delivered?	
Are upgrades required?	
How many versions are currently supported?	
When was the most recent version of the system (major and minor update) released?	
What enhancements / improvements to the product were delivered in the last release?	

****This document must be completed, executed and submitted with the proposal****

REFERENCE LIST

Please indicate the last FIVE (5) clients that have gone live with new implementations of the product(s) included in this proposal. Clients listed should represent the most recent projects and of a similar scope and size of San Ramon Valley Unified School District. If any third party products have been proposed, proposers should also complete the attachment for any third party.

System / Product: _____

#1) Name of Client: _____

Project Manager/Contact: _____ Title: _____

Phone: _____ E-mail: _____ Vendor Hosted? Yes No

SCOPE _____ Version: _____ Go-live Date: _____

Comments: _____

#2) Name of Client: _____

Project Manager/Contact: _____ Title: _____

Phone: _____ E-mail: _____ Vendor Hosted? Yes No

SCOPE _____ Version: _____ Go-live Date: _____

Comments: _____

#3) Name of Client: _____

Project Manager/Contact: _____ Title: _____

Phone: _____ E-mail: _____ Vendor Hosted? Yes No

SCOPE _____ Version: _____ Go-live Date: _____

Comments: _____

#4) Name of Client: _____

Project Manager/Contact: _____ Title: _____

Phone: _____ E-mail: _____ Vendor Hosted? Yes No

SCOPE _____ Version: _____ Go-live Date: _____

Comments: _____

#5) Name of Client: _____

Project Manager/Contact: _____ Title: _____

Phone: _____ E-mail: _____ Vendor Hosted? Yes No

SCOPE _____ Version: _____ Go-live Date: _____

Comments: _____

****This document must be completed, executed and submitted with the proposal****

EMPLOYEE FINGERPRINT & CRIMINAL BACKGROUND CHECK
CERTIFICATION TO THE SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

_____ acknowledges
(vendor/contractor name)

that the Education Code Section 45125.1 applies to contracts for the provision of services to the district such as janitorial, administration, landscaping, transportation, food-related and all other services. Section 45125.1 requires that employees who will come into contract with pupils of the school district must be fingerprinted and their fingerprint cards must be submitted to the California Department of Justice and Federal Bureau of Investigation for a criminal records check. No such employee with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior written approval of the district. This certification does not grant such approval.

It is hereby certified to the San Ramon Valley Unified School District that no employee who has a record of conviction for a serious or violent felony will be assigned to perform services, under any existing contract with San Ramon Valley Unified School District which will permit or require them to come in close contact with pupils unless the school district first receive notice from the contractor and the school district grants written permission under conditions specified by the school district.

I, _____, as an officer/owner/agent
(please print name)

of _____, hereby certify that I am duly
(vendor/business name)

authorized to enter into the above certification.

Signature

Date

****This document must be completed, executed and submitted with the proposal****

ACKNOWLEDGMENT OF ADDENDA

Failure to execute the following may be considered as an irregularity in the bid. Receipt of the following addenda issued during the time of bidding is acknowledged, and the information contained therein has been considered in the preparation of this bid:

- | | |
|--------------------------------|--------------------------------|
| <input type="checkbox"/> None | <input type="checkbox"/> No. 3 |
| <input type="checkbox"/> No. 1 | <input type="checkbox"/> No. 4 |
| <input type="checkbox"/> No. 2 | <input type="checkbox"/> No. 5 |

(Check Appropriate Space(s) for Addenda Received)

Warning

If an addendum or addenda have been issued by the District and not noted above as being received by the proposer, this Proposal may be rejected.

****This document must be completed, executed and submitted with the proposal****

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.

The undersigned declares:

I, _____ 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 as 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 of 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.

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

****This document must be completed, executed and submitted with the proposal****

CONTRACTOR'S CERTIFICATE
REGARDING WORKER'S 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 Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the City of Industrial Relations of ability to self-insure and to pay any compensation that may become due to this employees.’

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

SIGNATURE: _____

Print Name: _____

Date: _____

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

****This document must be completed, executed and submitted with the proposal****

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Government Code of the State of California each bidder shall set forth below the name and the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the CITY.

IF THERE ARE NO SUBCONTRACTORS, PLEASE STATE "NONE"

TRADE	NAME	CONTRACTOR'S LICENSE NUMBER	EXPIRATION DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

*****This document must be completed and returned by the SUCCESSFUL VENDOR prior to start of contract*****

Pupil Records Rider for Digital Records Storage and/or Digital Education Software

San Ramon Valley Unified School District (“District”) and _____ (“Proposer”) have entered into _____ 2018-20xx (“Proposal”) as of _____, [EFFECTIVE DATE]. The Request for Proposal “RFP” includes the digital storage, management and retrieval of pupil records and/or digital educational software through which Proposer accesses, stores and uses pupil records. This Pupil Records Rider (“Rider”), executed by the District and Proposer as of [EFFECTIVE DATE, WHICH SHOULD BE THE SAME AS THE DATE ABOVE IF THE RIDER IS FOR A NEW CONTRACT], is intended to supplement and amend the terms of the Proposal, as set forth below. This Rider concerns pupil records, as that term is defined by Education Code section 49073.1 (“Pupil Records”) and/or covered information, which means personally identifiable information or materials as defined by Business and Professions Code section 22584 (“Covered Information”).

1. Pupil Records Property of District. All Pupil Records are and will continue to be the property of and under the control of the District. The parties agree that as between them, all rights, including all intellectual property rights in and to Pupil Records shall remain the exclusive property of the District, and Proposer has a limited, nonexclusive license to such Pupil Records. The RFP and Rider do not give Proposer any rights, implied or otherwise, to Pupil Records, District content, or intellectual property, except as expressly stated in the RFP and this Rider.

2. Pupil-Generated Content. Notwithstanding the provisions of section 1, pupils shall retain ownership and control of pupil-generated content, if any (as that term is defined by Education Code section 49073.1(d)(4)). Proposer shall make all pupil-generated content, if any, available to the pupil who created it and provide a process by which a pupil can transfer his or her pupil-generated content to a personal account. Within thirty (30) days of the execution of this Rider, Proposer shall provide the District with a written description of the process it will provide to pupils in compliance with this section 2.

3. Use of Information in Pupil Records. Proposer may not and will not use any Pupil Record or information in a Pupil Record for any purpose other than those required or specifically permitted by the RFP and this Rider.

4. Personally Identifiable Information. Proposer shall provide a process by which a pupil’s parent, legal guardian, or the eligible pupil can review personally identifiable information in the pupil’s records and correct erroneous information. Within thirty (30) days of the execution of this Rider, Proposer shall provide the District with a written description of the process it will provide to pupils and their parents/legal guardians in compliance with this section 4.

5. Security and Confidentiality of Pupil Records. Proposer will access, store and use Pupil Records in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Proposer own data of a similar type. Without limiting the foregoing, Proposer warrants that all Pupil Records will be encrypted in

transmission via web interface using SSL (Secure Socket Layer) (including via web interface) and stored at no less than 128-bit level encryption. In addition, Proposer will use industry-standards and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the RFP and/or this Rider.

Proposer will designate employees or agents it holds and will hold primarily responsible for meeting the Proposer's duties to securely maintain and protect Pupil Records. Proposer will ensure that the designated persons have or will receive all training and information necessary to meet the Proposer's duties to securely protect and maintain Pupil Records. The designation of employees or agents required under this section does not relieve the Proposer of any of its duties under the law or the RFP and/or this Rider, nor relieve the Proposer of any liability for any breach thereof.

6. Unauthorized Disclosure. Immediately upon becoming aware of an unauthorized disclosure of Pupil Records, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Pupil Records, Proposer will notify the District, fully investigate the incident, and cooperate fully with the District's investigation of and response to the incident. Except as otherwise required by law, Proposer will not provide notice of the incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved, to regulatory agencies, or to other entities, without prior written permission from the District. District may, by written request, direct Proposer to provide notice of the incident directly to parents, legal guardians or pupils whose personally identifiable information was involved, or to regulatory agencies or other entities.

7. Retention of Pupil Records. The Proposer hereby certifies that Pupil Records shall not be retained or available to the Proposer, including any subcontractors, partners, or associated entities of the Proposer, upon completion of the terms of the RFP and this Rider. Notwithstanding the foregoing, Proposer may maintain pupil-generated content (as that term is defined by Education Code section 49073.1(d)(4)), if any, upon completion of the term of the RFP and this Rider if, and only if, the parent, legal guardian, or eligible pupil chooses to establish or maintain an account with the Proposer for the purpose of storing the pupil-generated content and the Proposer receives the written permission of a pupil's parent or legal guardian to establish or maintain the pupil's account.

In furtherance of the foregoing, upon termination or expiration of the RFP and this Rider, Proposer will ensure that all Pupil Records are securely returned or destroyed as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. Proposer shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to Pupil Records during the transition. In the event that the District requests destruction of any Pupil Records, Proposer agrees to securely destroy all Pupil Records in its possession and in the possession of any subcontractors or agents to which the Proposer might have transferred Pupil Records. The Proposer agrees to provide documentation of data destruction to the District.

8. Federal Educational Rights and Privacy Act. Proposer agrees to assist District in maintaining the privacy of Pupil Records as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Student Online Personal Information Protection Act (SOPIPA).

Proposer will provide access to Pupil Records, including de-identified information, only to its employees and subcontractors who need to access the data to fulfill service obligations under the RFP and/or this Rider. Proposer will ensure that employees and subcontractors who perform work under the RFP and/or this Rider have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Rider. Proposer will use the education records only for the purpose of fulfilling its duties under the RFP and/or this Rider for District's and its pupil's benefit, and will not share such data with or disclose it to any third party except as provided for in this Rider, required by law, or authorized in writing by the District.

If Proposer will have access to "education records" for the District's students as defined under FERPA, Proposer acknowledges that, for the purposes of the RFP and/or this Rider, it will be designated as a "school official" with "legitimate educational interests" in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the Proposer agrees to abide by the FERPA limitations and requirements imposed on school officials. Proposer will use the education records only for the purpose of fulfilling its duties under the RFP and/or this Rider for District's and its pupil's benefit, and will not share such data with or disclose it to any third party except as provided for in this Rider, required by law, or authorized in writing by the District.

9. No Targeted Advertising. Proposer will not use Pupil Records for advertising or marketing purposes unless such use is specifically authorized by this RFP or otherwise authorized in writing by the District. Proposer will not use Pupil Records to engage in targeted advertising. Proposer is prohibited from mining Pupil Records for any purposes other than those agreed to by the parties.

10. Covered Information. To the extent Proposer is an operator of an Internet Web site, online service, online application, or mobile application, with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes, Proposer agrees to comply with all of the requirements of Business and Professions Code section 22584. Proposer agrees not to engage in targeted advertising as described in section 22584. Proposer agrees not to use information, including persistent unique identifiers, created or gathered by the Proposer's site, service, or application, to amass a profile about a student except in furtherance of District's purposes. Proposer further agrees to that it will not sell, disclose, or otherwise use Covered Information without the prior written consent of the District. Proposer will implement and maintain reasonable security procedures to protect Covered Information and fulfill all other requirements of Business and Professions Code section 22584.

11. Compliance with Law. In the event of a conflict between this Rider and the RFP, the terms of this Rider shall govern. This Rider is intended to comply with Education Code section 49073.1 and Business and Professions Code section 22584. In addition to any other penalties, if the RFP and this Rider, taken together, fail to comply with Education Code section 49073.1 and Business and Professions Code section 22584, the RFP 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 RFP. All parties subject to a RFP voided in accordance with this paragraph and Education Code section 49073.1 or Business and Professions Code section 22584 shall return all Pupil Records and Covered Information in their possession to the District. The term of this Rider is coextensive with the term of the RFP.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Rider, in duplicate, as of the day and year first above written.

PROPOSER

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

By: _____

By: _____

(AUTHORIZED SIGNATURE)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DISTRICT BOUNDARY MAP

