



Irvine Unified School District  
Orange County, California

**RFP No. 15/16-0001IT**  
**Media Repository Solution Project**

**PROPOSAL DEADLINE: June 24, 2015, 2:00 pm**

**Contact: Maria Ragas, Purchasing Dept.**

Irvine Unified School District  
5050 Barranca Parkway, Irvine, California 92604  
Telephone: (949) 936-5212 Fax (949) 936-5219  
Email: MariaRagas@iusd.org

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

[http://iusd.org/district\\_services/purchasing/index.html](http://iusd.org/district_services/purchasing/index.html)

## Request for Proposals Advertisement

### NOTICE OF REQUEST FOR PROPOSALS

#### DISTRICT: IRVINE UNIFIED SCHOOL DISTRICT

Proposal Submission Deadline: June 24, 2015, 2:00 pm

Place of Proposal Receipt: Irvine Unified School District, Purchasing Department, Attn: Maria Ragas, 5050 Barranca Parkway, Irvine, CA 92604

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District" will receive up to, but no later than, the above stated Proposal Submission Deadline, sealed Proposals at the place identified above for its upcoming **RFP No. 15/16-0001IT, MEDIA REPOSITORY SOLUTION PROJECT.**

Go to [http://www.iusd.org/district\\_services/purchasing/index.html](http://www.iusd.org/district_services/purchasing/index.html) to download the full Request for Proposals.

Time is of the essence. The District reserves the right to reject any and all submissions, to negotiate with any or all responsible submitters, and to waive any deficiencies, irregularities or informalities in any proposal or during the evaluation process.

Any questions regarding this Request for Proposals shall be directed to Maria Ragas at [MariaRagas@iusd.org](mailto:MariaRagas@iusd.org), Irvine Unified School District by e-mail **only**. All responses will be posted on the District's website. Questions must be received by 2:00 pm on June 17, 2015.

Publish: Orange County Register – June 3 and June 10, 2015

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## 1.0 Background and Overview

### 1.1 Overview

The Irvine Unified School District (IUSD) is comprised of a community of learners, committed to the highest quality educational experience we can envision. IUSD educates a diverse student population numbering over 32,000 (K-12), in one (1) early childhood learning center, twenty (20) elementary, two (2) K-8 schools, six (6) middle schools, five (5) comprehensive high schools, and one (1) continuation high school. The district's [strategic plan](#) is driven by our mission of enabling all students to become contributing members of society, empowered with the skills, knowledge, and values necessary to meet the challenges of a changing world.

IUSD is renowned for its nationally recognized schools, student performance well-above state and national comparisons, and comprehensive programs in academics, the arts, and athletics. The District benefits immensely from a deeply engaged and supportive community. The District is issuing this RFP to increase the integration of technology and digital content through a repository to house media.

### 1.2 Requested Services

This solicitation is intended to provide a mechanism for the District to procure software and services to support a media repository. IUSD priorities include:

- Design and Layout
  - Navigation is intuitive, easy to follow and efficient
  - Interface can be customized in terms of look and feel and be branded with IUSD logos
- Management Features
  - Active Directory
  - Canvas Integration
- Organization and Analytics
  - Can you see how many views there are on a video?
  - Can you see how long someone has stayed on a video?
  - Can you see who has viewed media?
  - Can you categorize, tag, and organize media that can be found easily in a search option?
  - Can you create playlists or bookmark videos?
- Sharing
  - Can you make content public?
  - Can you make content private/require a login?
  - Can you make content that only the creator can see?
  - Can media be embedded?
- Media
  - Is uploading content easy? Are there a lot of steps?
  - Is there a storage limitation?
  - Can you create content from within the software?
  - Can you attach documents to content (PDF, Word, PPT, etc.)?
  - Can you anchor or index links at certain times in videos?

- Can you require students to stop and answer a question before continuing?
- Do students have the option of taking notes along with a video in the software?
- Other Elements
  - Integration of live video sources (live streaming)?
  - Is content available on all mobile devices? Are the videos auto converted?
  - Is there a mobile version or an app?
  - Are additional features not purchased now, available in the future?

### **1.3 Current Environment**

IUSD currently hosts media at <https://vimeo.com/irvineusd> for public viewing. IUSD also uses GAFE and O365 to store files and media through teacher accounts.

### **1.4 Period of Performance**

The initial term of the contract resulting from this RFP shall be one (1) year, with the option to extend for four (4) one-year terms upon mutual written agreement of the District and Consultant.

## **Instructions to Providers**

### **1.5 Proposal Deadline and Submission**

Proposals must be received no later than **2:00 pm PST on June 24, 2015.**

Provider to submit:

- (1) Master Bound Hardcopy Proposal
- (4) Additional Bound Hardcopy Proposals
- (1) Electronic Proposal on CD or Flashdrive

Proposal shall be submitted to:

Maria Ragas, Purchasing Dept.  
Irvine Unified School District  
5050 Barranca Parkway, Irvine, California 92604  
Telephone: (949) 936-5212 Fax (949) 936-5219  
**Email:** MariaRagas@iusd.org

### **1.6 Delivery to District**

A written Proposal must be received at the District Office, no later than the Proposal Submission Deadline specified in the Calendar of Events. No telegraphic, facsimile, or emailed Proposal will be accepted. The District assumes no responsibility for late delivery.

If discrepancies between two (2) or more copies of the Proposal are found, the Proposal may be rejected. If, however, the Proposal is not rejected, the master copy will provide the basis for resolving such discrepancies.

### 1.7 Withdrawal, Resubmission or Modification

A Provider may withdraw the Proposal at any time prior to the Proposal Submission Deadline specified in the Calendar of Events, by submitting a written request for its withdrawal to Maria Ragas, Purchasing Department, signed by the Provider or authorized agent. The Provider may thereafter submit a new or modified Proposal prior to the Proposal Submission Deadline. Modification offered in any other manner, oral or written, will not be considered. A Proposal cannot be changed, corrected, or withdrawn after the Proposal Submission Deadline.

### 1.8 Calendar of Events

Event	Details	Date
Advertisements- RFP Posting	OC Register	June 3 & June 10
Last Day to Submit Questions	MariaRagas@iusd.org	June 17 by 2 pm
Response to Questions	IUSD Website	June 19
Proposals Due	5050 Barranca Parkway, Irvine, CA 92604	June 24 by 2 pm
Evaluation and Selection of Finalists		July 3
Finalists Presentations	Formal presentations, reference checking, and interviews	July 13 - July 17
Intent to Award	IUSD Website	July 24
Protest Deadline		July 31
Board of Education Action		August 18

All dates subject to change. Amendments to these dates, and other aspects of the RFP, will be posted at [http://www.iusd.org/district\\_services/purchasing/index.html](http://www.iusd.org/district_services/purchasing/index.html).

### 1.9 Proposal Submission Checklist

- Part 1: Company Experience and Qualifications
- Part 2: References
- Part 3: Implementation and Support
- Part 4: Core Functionality
- Part 5: Desired, Additional, and Future Functionality and Services
- Part 6: Cost
- Part 7: Exceptions
- Part 8: Required Forms
  - Proposal Submission Checklist
  - Purchase Agreement
  - Acknowledgment of Amendments to RFP
  - Provider Representation and Certification
  - Noncollusion Declaration

- Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification on Restrictions on Lobbying

#### Part 9: Optional Forms

##### *Required of Selected Provider within ten (10) days of Notice of Intent to Award*

- Workers' Compensation Certificate
- Drug Free Workplace Certification
- Tobacco Use Policy
- Notice to Contractors Regarding Criminal Records Check
- Criminal Records Check Certification by Contractor
- W-9
- Certificate of Liability Insurance, including an Additional Insured Endorsement; this is a separate document (IUSD must be named as an Additional Insured)

### **1.10 Preparation**

A Proposal should be prepared in such a way as to provide a straightforward description of Provider capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

The completed documents(s) should be without interlineations, alterations, or erasures. The Proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted. There should be no attachments, enclosures, or exhibits other than those considered by the Provider to be essential to a complete understanding of the Proposal submitted.

### **1.11 False and Misleading Statements**

A Proposal which contains false or misleading statements, or which provide references which do not support an attribute or condition contended by the Provider, may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, which is a condition or capability of a requirement of this RFP, the Proposal shall be rejected.

### **1.12 Request for Information (RFI)**

Contractors are encouraged to ask questions during the open RFP period. All questions shall be in writing and submitted to the listed contact person. All responses shall be in writing by an authorized District employee or their designated representative. Questions must be received by the deadline specified in the Calendar of Events. There shall be no verbal understandings or clarifications recognized by the District. Responses to all RFIs received will be posted on the District Website.

### **1.13 Amendments to the RFP**

During the RFP period, the District may amend the RFP. Amendments to the RFP and/or calendar of events will be posted at

[http://www.iusd.org/district\\_services/purchasing/index.html](http://www.iusd.org/district_services/purchasing/index.html).

### **1.14 Limits of the RFP**

IUSD reserves the right to reject all proposals and will determine what future action, if any, will be taken. All costs incurred in the preparation or submission of a proposal shall be entirely the responsibility of the Provider and shall not be chargeable directly or indirectly to the District.



## 2.0 Evaluation and Award

### 2.1 General Information

Award will be made to the Provider offering the most advantageous proposal for a Media Repository Solution. Irvine Unified School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated. All proposals received in response to this RFP will receive a fair and impartial evaluation by the District. In conducting this evaluation, the District may obtain and use information, in addition to that contained in the proposals, from any source desired. Customers on each Provider’s reference will be contacted, as may other customers selected by the District and listed by the Provider as a reference.

The District shall make its evaluation in its sole discretion and its decision shall be final. Public Contracts Code section 20118.2 shall govern the evaluation of proposals, selection of provider, and contract negotiations associated with this Request for Proposals.

### 2.2 Requirements

Providers must meet all of the minimum requirements defined in this RFP, including meeting mandatory system requirements, performance expectations, and general terms. Providers that do not meet the minimum requirements may be disqualified.

### 2.3 Scoring

The Media Repository RFP Process and evaluation components were approved by the Board of Education at the May 5, 2015 School District Board meeting, per Resolution No. 14-15-41.

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

Factor	Weight
Vendor Support/Ability to Perform (References)	20%
Technology Requirements	10%
Functionality and Usability	50%
Cost	20%

#### Interviews/Provider Presentations:

The District reserves the right to conduct in-person interview and/or require a formal presentation for all or a portion of the responding Providers.

#### Site Visit:

The District reserves the right to visit one (1) or more of the Providers current customer sites.

#### Discussions:

Discussions may, at the District’s sole option, be conducted with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award.

Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Firms shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.

## **2.4 Award**

The District will provide all responding providers with a Notice of Intent to Award to Provider. Any Provider protesting the award of a contract to another Provider must do so, in writing, by the deadline indicated in the Calendar of Events. The Award of the RFP will be voted on by the Board of Education at a public meeting.

## **2.5 Contract and Warranties**

Following the Award of the RFP, the District will prepare and negotiate its own Agreement with the selected Provider to deliver the proposed products and services. The resulting agreement shall conform to the terms and conditions set forth in this RFP and the District's standard agreement (included in the Appendices of this document). Any exceptions or proposed alterations to conditions and requirements defined in this document and the District's standard agreement must be included in the Provider's proposal.

The Selected Provider will guarantee that the Proposed Products and services shall conform in all material respects to the District's specifications in this RFP and the Selected Provider's Documentation accompanying or referred to in this RFP.

If a contract is awarded as a result of this procurement process all warranties made by the Selected Provider, including the Provider's response to the RFP, shall be incorporated into the Agreement and shall be binding upon the Selected Provider. This RFP and the Selected Provider's Proposal will become a part of the Agreement. Any Proposal attachments, documents, letters, and materials submitted by the Provider shall be binding and may be included as part of the Agreement. Submission of a successful Proposal is not the end of the contractual process; further negotiation over the Agreement terms and conditions will be necessary, which, in and of itself, could change the Selected Provider.

## 3.0 Proposal Format

### 3.1 General

These instructions prescribe the mandatory Proposal format and the approach for the development and presentation of Proposal data. Proposal format instructions must be adhered to, all questions must be answered, and all requested data must be supplied. Provider response to each of the minimum requirements in this RFP is required. Failure to respond or non-adherence to any minimum requirement in this section may be cause for the Proposal to be rejected.

In addition to responding to the defined minimum requirements, IUSD encourages providers to submit information about additional functionality not specifically requested in the RFP. Providers' Proposals should be constructed to provide a complete picture of the features of the proposed solution, the firm's ability to perform, and functionality or services that may distinguish the proposed solution from other competitive offerings. Proposals will be evaluated both on the satisfaction of the District's minimum requirements, as well as the additional information submitted by providers to depict their complete solutions.

Each Provider shall submit a Proposal with all information requested. The Proposal should be as clear, complete and consistent as possible. An editable response template shall be available on the IUSD website with this RFP.

### 3.2 Proposal Content and Sequence

The completed Proposal must include the following items, with format and content as described.

#### **Part 1: Vendor Support and Ability to Perform**

Provide a brief description of your firm(s), as well as any other firms joining with your firm to provide services. This description should include a history of the firm(s), number of employees and organizational structure of the firm(s). This section should provide background information that supports your firm's ability to provide the requested services effectively and reliably.

Minimum Requirements/Supporting Information:

**P1.1** List of company contacts, with description of their roles and backgrounds that will be assigned to IUSD's anticipated implementation and ongoing support.

**P1.2** Demonstration of a strong background in providing Media Repository Solutions for K-12 education customers. Proposal should evidence the provider's awareness of and support for the unique needs of education clients.

**P1.3** Evidence of long-term fiscal stability. Artifacts may include fiscal reports or recent audit results that demonstrate consistent and current financial security.

#### **Part 2: References**

Provide customer references for at least five (5) organizations of similar size to IUSD currently serviced by the provider.

Minimum Requirements/Supporting Information:

**P2.1** Organization Name

**P2.2** Name, Title, and Contact Information of a company contact who has ongoing involvement in operations of the system and is knowledgeable about the implementation.

**P2.3** List of products and services used by the organization and the length of time those products have been in productive use. (References must be from organizations using the same or similar products and services).

**Part 3: Technology Requirements**

Provide detailed information on the proposed scope of installation services, including resources dedicated for implementation/project management, system configuration, data integration, transition from existing services, and timeline. In addition, providers should provide evidence to support the reliability of their system and the availability and expertise of support resources.

Minimum Requirements/Supporting Information:

Implementation:

**P3.1** Identification of Provider resources/staff that will be assigned to the implementation, including estimated availability and anticipated time commitment, years of experience with the company, and recent projects similar in scope to IUSD's implementation.

**P3.2** Draft implementation plan showing a general outline of essential tasks/milestones and the overall timeline for implementation.

**P3.3** Defined list of District and Provider responsibilities during the implementation process.

Support:

**P3.4** Provide electronic, editable copies of training materials as well as suggestions for use and best practices as part of the training process.

**P3.5** Offer unlimited 24/7/365 support through a toll-free phone number

**P3.6** Provide full-time, company-employed customer service professionals who are trained specifically to support the needs of K-12 public schools.

**P3.7** Require background checks for all support personnel before hiring

**P3.8** Provide assurance that your company does not outsource customer support.

Technical:

**P3.9** Access to all of the system data that can be exported into a CSV file format, including event log data (i.e login times and actions performed).

**P3.10** Access to all of the user generated data through an automated scheduled process. Data can be accessed through a secure FTP (SFTP).

**P3.11** Active Directory/LDAP integration for authentication/authorization.

**P3.12** Describe vendor process for testing and releasing software updates, and providing for business continuity during major upgrades.

**P3.13** The system shall be designed to anticipate and provide for increases in data storage needs, increasing size and scope of data sets on-line, and increasing number of users.

**P3.14** Describe performance monitoring or other tools/techniques used to ensure consistent response times and availability of the application.

**P3.15** Describe vendor recommended/used database backup, system recovery, and failover capabilities to minimize the system downtime and risk of data loss.

**P3.16** Describe vendor process for testing and releasing software updates, and providing for business continuity during major upgrades.

**P3.17** Describe vendor support for disaster recovery of the complete solution in the instance of data corruption, complete data failure, complete server failure, or complete site failure.

**P3.18** The system shall be available 24/7, 365 days per year. Provide details related to scheduled maintenance windows and precautions taken to ensure high availability.

**P3.19** The vendor shall provide read only access to all data to enable custom extracts, reports, and interfaces. Describe your recommended approach.

#### System:

**P3.20** The provider must state uptime for the system for the past three (3) years. Uptime must include scheduled maintenance. Describe process for maintenance and uptime service level agreement.

**P3.21** The provider must describe its disaster recovery plan.

**P3.22** The provider must describe any failures in the past three (3) years.

**P3.23** The system shall support multiple web browsers, including at least Internet Explorer, Firefox, and Safari. Please list the browser versions supported. Please note any browser-specific limitations to the functionality provided by the system.

**P3.24** If onsite installation, the vendor shall provide all technical documentation including minimum requirements, database sizing recommendations, and system architecture and installation.

**P3.25** The vendor shall provide configuration guidelines reflecting best practices.

#### Security:

**P3.26** The provider's information security policies are documented and available to clients upon request.

**P3.27** The provider must provide a description of their policy regarding storage, retention, and distribution of data. The provider must state the company data non-release policy.

**P3.28** The provider must allow the District to review internal and/or 3<sup>rd</sup> party audits.

**P3.29** The provider must be able to warrant that they provide background checks on all employees, and/or that only employees who have undergone said background checks will have access to client data.

**P3.30** The provider must explain internal company protocols regarding the handling of client data. The provider must require all employees to sign data handling agreements at hire.

**P3.31** The provider must certify that it employs and will continue to employ a dedicated CISSP certified security manager or the equivalent in certification to test the system and run ongoing checks/improvements.

**P3.32** The provider must be able to provide access limitations based upon district roles, and give the site system administrator a tool to modify access rights at the individual level. The provider's system must be configurable to provide specific user rights and roles and to restrict data access and administrative oversight to the appropriate personnel.

The system shall effectively secure and protect student information. Please describe the security measures (physical and technological) taken to protect data.

The vendor agrees that, even if the proposed solution is hosted by the vendor, data housed in the system remain the sole property of IUSD and cannot be used in any way not explicitly approved by the district.

#### **Part 4: Functionality and Usability**

This section should include an in-depth description of the Media Repository Solution Functionality. The list below indicates minimum requirements that must be addressed by the Provider's response. However, it is essential that providers respond in a way that demonstrates the full feature set of the Media Repository Solution and its usability.

Clearly indicate in the response if the functionality is not yet available, or not fully satisfied by the current, publicly available version of the solution.

Minimum Requirements/Supporting Information:

Design and Layout:

**P4.1** Navigation is intuitive, easy to follow and efficient

**P4.2** Interface can be customized in terms of look and feel and be branded with IUSD logos

Management Features:

**P4.3** Can your system synchronize with Active Directory to make accounts?

**P4.4** Does your system have learning tools interoperability (LTI) to integrate with Course Management Solutions like Canvas?

Organization and Analytics:

**P4.5** Can you see how many views there are on a video?

**P4.6** Can you see how long someone has stayed on a video?

**P4.7** Can you see who has viewed media?

**P4.8** Can you categorize, tag, and organize media that can be found easily in a search option?

**P4.9** Can you create playlists or bookmark videos?

Sharing:

**P4.10** Can you make content public?

**P4.11** Can you make content private/require a login?

**P4.12** Can you make content that only the creator can see?

**P4.13** Can media be embedded?

Media:

- P4.14** Is uploading content easy? Are there a lot of steps?
- P4.15** Is there a storage limitation?
- P4.16** Can you create content from within the software?
- P4.17** Can you attach documents to content (PDF, Word, PPT, etc.)?
- P4.18** Can you anchor or index links at certain times in videos?
- P4.19** Can you require students to stop and answer a question before continuing?
- P4.20** Do students have the option of taking notes along with a video in the software?

Other Elements:

- P4.21** integration of live video sources (live streaming)?
- P4.22** Is content available on all mobile devices? Are the videos auto converted?
- P4.23** Is there a mobile version or an app?
- P4.24** Are additional features not purchased now, available in the future?

**Part 5: Desired, Additional, and Future Functionality and Services**

Please describe any functionality available as part of the core/proposed solution or as an optional solution that is available for purchase at an additional cost to the District.

Please also provide a brief description of planned development that may be of benefit to the District.

**Part 6: Cost**

Detail all costs associated with the proposed solution, including the implementation, software licensing and maintenance, ongoing support, recommended professional services, and costs of optional services and products. Describe any assumptions made impacting the cost proposal, and any limitations (e.g., professional service hours, number of initial distribution groups) that apply to the listed costs.

**Base Costs**

One Time Costs			
Item	Examples of Included Items	Unit Cost <i>(Indicate Flat Cost or Per Student, Staff, User, etc)</i>	Estimated Total Cost <i>(Year 1)</i>
<b>Implementation</b>	<i>Data Integration, Transition from Existing Systems (Blackboard), Project Management, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, District Trainers and Teachers)</i>		
<b>Training</b>	<i>Training Services(Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)</i>		
<b>Other</b>	<i>Please Describe:</i>		
<b>Total One-Time Costs</b>			

Annual Recurring Costs			
Item	Examples of Included Items	Unit Cost <i>(Indicate Flat Cost or Per Student, Staff, User, etc)</i>	Estimated Total Cost <i>(Year 1)</i>
<b>Software as a Solution</b>	<i>Software, maintenance, support, software updates/upgrades, updated training materials and release notes</i>		
<b>Other</b>	<i>Please Describe:</i>		
<b>Total One-Time Costs</b>			



**Optional Services and Costs**

Optional Services/Solutions and Costs			
Item	Description	Unit Cost <i>(Indicate Flat Cost or Per Student, Staff, User, etc)</i>	Estimated Total Cost <i>(Year 1)</i>
		Recurring/One-Time	Recurring/One-Time
		Recurring/One-Time	Recurring/One-Time
		Recurring/One-Time	Recurring/One-Time
<input type="checkbox"/> <b>Optional Services/Costs are required to meet one or more of the Minimum Requirements defined in this RFP.</b>			
<b>If box above is checked, list requirements that are dependent on the Optional Services/Costs OR future development efforts.</b>			

### **Part 7: Exceptions**

Describe any exceptions to the RFP content, general expectations, specific requirements, and/or the District's standard agreement. For each exception, propose acceptable alternative language and/or provide rationale to support the exception. Exceptions that are contrary to the District's best interests, do not meet the needs of our staff and students, or conflict with regulations related to public contracts and procurement will not be accepted by the District and may be cause for rejection of the proposal.

### **Part 8: Required Forms**

All required forms must be submitted as part of the Providers complete proposal on or before the Proposal Deadline specified in the calendar of events. Required Forms are included in Appendix B of this document and listed below.

- Proposal Submission Checklist
- Purchase Agreement
- Acknowledgment of Amendments to RFP
- Provider Representation and Certification
- Noncollusion Declaration
- Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification on Restrictions on Lobbying

### **Part 9: Optional Forms**

Optional Forms are not required to be submitted with the Providers proposal. However, Optional Forms listed below must be submitted by the selected Provider within ten (10) days of the notification of the District's Intent to Award. Optional Forms are included in Appendix C of this document and listed below.

- Workers' Compensation Certificate
- Drug Free Workplace Certification
- Tobacco Use Policy
- Notice to Contractors Regarding Criminal Records Check
- Criminal Records Check Certification by Contractor
- W-9
- Certificate of Liability Insurance, including an Additional Insured Endorsement; this is a separate document (IUSD must be named as an Additional Insured)

\*\*\* End of Proposal Content/Sequence Requirements \*\*\*

## **Appendix A: District Standard Agreement**

## CONSULTANT AGREEMENT

This AGREEMENT is made and entered into this **XX** day of **XXXX**, 20**XX** between the Irvine Unified School District, hereinafter referred to as "DISTRICT," and **(Consultant's Name)**,

**Mailing Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_ **Telephone Number** \_\_\_\_\_

hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT:

Describe services here

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **XXXXXX XX**, 20**XX**, and will diligently perform as required and complete performance by **XXXXXX XX**, 20**XX**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **(Amount in words)** Dollars (**\$XXXXXX.00**). DISTRICT shall pay CONSULTANT within thirty (30) days of receipt of CONSULTANT's invoice detailing the services rendered.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT.

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent consultant. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONSULTANT agrees that all methods, writings, ideas,

technologies, formulae, procedures and/or processes prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three (3) days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another consultant. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

b. Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

c. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry comprehensive general and automobile liability insurance mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.” No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONSULTANT, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage if required by the DISTRICT. CONSULTANT agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’s general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT’s business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

14. Confidentiality. DISTRICT shall provide CONSULTANT with access to data for the purposes of providing specific services requested by DISTRICT. CONSULTANT shall access and use the data to exclusively provide the services defined in this AGREEMENT. CONSULTANT shall maintain the confidentiality of such information. DISTRICT data remain the sole property of the DISTRICT. CONSULTANT shall not share or allow access to DISTRICT data with any third-party or sub-contractor without the prior written consent of the DISTRICT. The Parties shall each be responsible for their respective roles in managing Student Information and other data in compliance with the Family Educational Rights and Privacy Act (“FERPA”) and any other applicable federal, state, and/or local statutes and legislation regarding data confidentiality and security, and any and all policies of DISTRICT relating thereto.

15. Permits/Licenses. CONSULTANT and all CONSULTANT’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

16. Employment With Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

17. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

18. Nondiscrimination. CONSULTANT agrees that he/she will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

19. Non Waiver. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

20. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

**DISTRICT:**

Irvine Unified School District  
5050 Barranca Parkway  
Irvine, CA 92604  
Attn: Assistant Superintendent, Business Services

**CONSULTANT:**

Name  
Street Address  
City Address  
Attn: (if any)

21. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

22. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

23. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

24. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS \_\_\_ DAY OF \_\_\_\_, 20\_\_.

IRVINE UNIFIED SCHOOL DISTRICT

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(a Board Authorized IUSD rep. will sign for IUSD)*

Taxpayer ID: \_\_\_\_\_

***\* Criminal Record Check (Fingerprint) may be applicable.***



## **Appendix B: Required Forms**

**PROPOSAL SUBMISSION CHECKLIST**

- ✓ Part 1: Company Experience and Qualifications
- ✓ Part 2: References
- ✓ Part 3: Implementation and Support
- ✓ Part 4: Core Functionality
- ✓ Part 5: Desired, Additional, and Future Functionality and Services
- ✓ Part 6: Cost
- ✓ Part 7: Exceptions
- ✓ Part 8: Required Forms
  - Proposal Submission Checklist
  - Purchase Agreement
  - Acknowledgment of Amendments to RFP
  - Provider Representation and Certification
  - Noncollusion Declaration
  - Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
  - Certification on Restrictions on Lobbying
- ✓ Part 9: Optional Forms  
*Required of Selected Provider within ten (10) days of Notice of Intent to Award*
  - Workers' Compensation Certificate
  - Drug Free Workplace Certification
  - Tobacco Use Policy
  - Notice to Contractors Regarding Criminal Records Check
  - Criminal Records Check Certification by Contractor
  - W-9
  - Certificate of Liability Insurance, including an Additional Insured Endorsement; this is a separate document (IUSD must be named as an Additional Insured)

**PURCHASE AGREEMENT**

Upon notification of selection and Board Approval, the undersigned hereby promises and agrees to furnish all articles or services within the dates specified, in the manner and form and at the prices herein stated in strict accordance with the advertisement, specifications, proposals and general conditions all which are made a part of the purchase agreement.

Name under which business is conducted \_\_\_\_\_

Business Street Address \_\_\_\_\_ Tel: \_\_\_\_\_

\_\_\_\_\_ City State Zip Code

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above.

\_\_\_\_\_



IF PARTNERSHIP, sign here:

The undersigned certify that we are partners in the business named above and that we sign this purchase agreement with full authority so to do. (One (1) or more partners sign)

\_\_\_\_\_

IF CORPORATION, execute here:

The undersigned certify that they sign this purchase agreement with full and proper authorization so to do.

Corporate Name

\_\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

**ACKNOWLEDGEMENT OF AMENDMENTS TO RFP**

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

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

Amendments

Amendment No.	Date Published	Date Received

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Authorized Agent

Name and Title of Authorized Agent: \_\_\_\_\_

Name of Provider: \_\_\_\_\_

**PROVIDER REPRESENTATION AND CERTIFICATION**

The undersigned hereby acknowledges and affirms that:

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

I hereby certify that I am submitting the attached Proposal on behalf of  
[Specific Entity Submitting Proposal].

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

Provider Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Manual signature of Authorized Agent

Printed Name and Title of Authorized Agent:  
\_\_\_\_\_

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

**NONCOLLUSION DECLARATION**

TO BE EXECUTED BY PROVIDER AND SUBMITTED WITH PROPOSAL  
(Public Contract Code section 7106)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The provider has not directly or indirectly induced or solicited any other provider to put in a false or sham proposal. The provider has not directly or indirectly colluded, conspired, connived, or agreed with any provider or anyone else to put in a sham proposal, or to refrain from bidding. The provider has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the provider or any other provider, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other provider. All statements contained in the proposal are true. The provider has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a provider that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the provider.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

The \_\_\_\_\_  
Firm Name/Principal

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

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

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

THE PRIMARY PARTICIPANT \_\_\_\_\_  
Firm Name/Principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf (name of offeror) of

\_\_\_\_\_ that:  
(Firm name)

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

2.If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

3.The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

By \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)



## **Appendix C: Optional Forms**

Required only of selected provider within ten (10) days of notification of Intent to Award.

**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700.

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

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

\_\_\_\_\_  
Name of the Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

IRVINE UNIFIED SCHOOL DISTRICT  
Irvine, California

**DRUG FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**TOBACCO USE POLICY**

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

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

\_\_\_\_\_  
Name of Provider

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK**

(EDUCATION CODE §45125.1)

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

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

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

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

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

**CRIMINAL RECORDS CHECK CERTIFICATION BY CONTRACTOR**

(AB 1610, 1612 and 2102)

To the Board of Trustees of Irvine Unified School DISTRICT:

I, \_\_\_\_\_ certify that:  
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT.

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

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
(City) (Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**W-9**

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