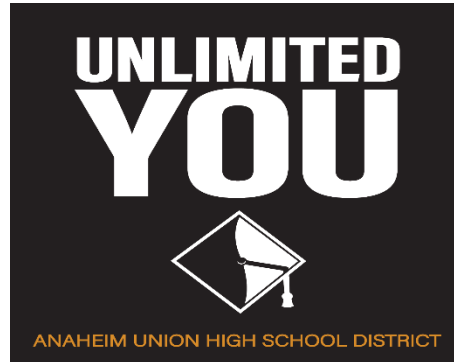


ANAHEIM UNION HIGH SCHOOL DISTRICT



REQUEST FOR PROPOSALS

RFP 2027-06

DISTRICTWIDE VAPE SENSORS

PROPOSAL DEADLINE DATE

October 16, 2026 at 2:00 P.M.

Maria Rafael
Director, Purchasing and Central Services
ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way, Purchasing Dept.
Anaheim, CA 92801
Phone: 714-999-3602

ANAHEIM UNION HIGH SCHOOL DISTRICT

This Project is being let in accordance with the Public Contract Code section 20118.2 (d)

Scope of Work: DISTRICTWIDE VAPE SENSORS

Contract Term: 3 YEARS (OPTIONS TO RENEW FOR UP TO 2 ADDITIONAL YEARS)

Request for Information Deadline: October 9, 2026 by 2:00 P.M.
(Please use <https://auhsd.bonfirehub.com> only)

RFP Submission Due Date:

Date: October 16, 2026

Time: 2:00 P.M.

Location: Online at AUHSD Online Bidding Hub:
<https://auhsd.bonfirehub.com>

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REQUEST FOR PROPOSAL
2027-06
DISTRICTWIDE VAPE SENSORS

BACKGROUND

The Anaheim Union High School District (AUHSD) is pleased to issue this Request for Proposal (RFP) for the purchase of a full-service Vape Sensors to be used districtwide and shall include all equipment, material, and labor to complete (See SPECIFICATIONS for full scope).

The AUHSD is located in northern Orange County and services an area of approximately 46 square miles. The District's student enrollment is approximately 25,100, including Adult Education. The District operates a combined total of 21 middle schools and high schools.

The potential arrangement consists of an agreement to provide services within thirty (30) days of placement of orders.

Unless extended by an amendment to the RFP, the due date and time for the receipt of proposal is on or before **October 16, 2026 at 2:00 p.m.**, online at AUHSD Online Bidding Hub: <https://auhsd.bonfirehub.com> by the closing date and time

Firms are strongly encouraged to submit any comments or exceptions to the RFP materials including the anticipated basis of the agreement, as described above.

Please be kind enough to direct any written inquiries online through the Online Bidding Hub: <https://auhsd.bonfirehub.com> to the attention of: Maria Rafael, Director, Purchasing and Central Services. General information regarding AUHSD is available via the Internet at <http://www.auhsd.us> or via the telephone at (714) 999-3602.

We appreciate your consideration and we look forward to receiving an excellent and competitive proposal from your firm.

INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS:

- a. As used herein, "RFP" means this Request for Proposal, RFP 2027-06.
- b. As used herein, "District" or "AUHSD" means the Anaheim Union High School District.
- c. As used herein, "Offeror" means the Firm or Contractor submitting a Proposal.
- d. As used herein, "Offer" means the Proposal.
- e. As used herein, "Contract" means an associated Agreement with the District.
- f. As used herein, "Contractor" means the Firm or Contractor that is awarded the contract with the District.

2. PREPARATION OF PROPOSAL

a. CONTENTS OF PROPOSAL

OFFERORS must submit an original proposal. All proposals shall address the following items in the order listed below. The proposal is to demonstrate the qualifications, competence and capacity of the Firm as well as specify the service, model and make of all equipment being proposed:

- i. COVER LETTER – Stating 1) the validity of the Firm and irrevocable proposal/offer being valid for sixty days after RFP closing date, 2) work will be completed on or before the Districts required completion date (if work is to be completed prior to Districts requirement, it must state so in the letter), and 3) other appropriate items. The proposal must bear the signature of a person duly authorized to sign the proposal on behalf of the Offeror, and reference this RFP 2026-27 and accept its terms and conditions or clearly and conspicuously indicate any exceptions.
- ii. DESCRIPTION OF FIRM - This section should provide a brief description of the Firm and statement of interest and qualifications for providing the requested equipment and services, include information regarding the size, location, nature of work performed, and years in business, and approach that will be used in meeting the needs of the District. The Firm should list and describe the Firm's professional relationships involving the District for the last five years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to perform the proposed services. Also, the Firm shall give the District written notice of

any professional relationships entered into during the period of this agreement.

- iii. PERSONNEL - Submit profiles of the individual(s) who will be assigned to provide the requested services, including their qualifications and recent related experience providing similar services. The Offeror should state the size of the Firm and the number/nature of the staff to be employed in this engagement on a full-time and on a part-time basis. An affirmative statement should be included that the Firm and all assigned key professional staff are currently and properly certified or licensed to perform these services.
- iv. CAPACITY & METHODOLOGY - Use this section to address the ability of the Firm to undertake and accomplish the required scope of work for which you are requesting consideration.
- v. PAST PERFORMANCE – Description of past performances of similar service and related experience. In addition, the Firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the Firm during the past three (3) years with state regulatory bodies or professional organizations. The Firm will list the most relevant and significant engagements performed in the last three (3) years that are similar to the size of engagement described in this request for proposal. These engagements should be ranked on the basis of project size. The Firm will indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.
- vi. CUSTOMER SERVICE TO AUHSD COMMITMENT – Describe how the Firm will provide service and fulfill the requirements and expectations of the District. Provide a description of how services will be performed by Offeror. Offerors are encouraged to provide additional information or description of resources the Firm feels is pertinent to the RFP. Include letters of reference or testimonials. Ongoing commitment to providing outstanding customer service, professional development/education of staff and the number and type of employees must be indicated.
- vii. Firm Financial Statement.
- viii. Offerors shall execute and submit with any proposal/offer, the Attachment 1 “Firm Proposal/Offer Form.”
- ix. Offerors shall execute and submit with any proposal/offer, the Attachment 2 “Noncollusion Declaration Form.”

- x. Each Offeror must answer the questions in Attachment 3 of the RFP entitled: "Information Required of Offeror." Note: Questions may be answered in other sections of the proposal if clearly and conspicuously identified.
- xi. Each Offeror shall execute and submit with any proposal/offer, the Attachment 4 "Standard Student Data Privacy Agreement (SDPA) and must maintain an active, fully executed SDPA for the duration of the contract to ensure compliance with standardized data protection protocols. Proof of this agreement must be provided in the Offeror's submission.
- xii. Each Offeror must propose a Schedule of Fees and Charges (pricing) including the following information:
 - a. Web-Based Application
 - i. Technical information including detailed specifications and product literature
 - b. Labor
 - i. Detailed breakdown of hours and manpower to be used
 - ii. Qualifications of manpower
 - iii. System Setups, implementation, and integration
 - iv. Training, including classroom time, per diem expenses, or any other expenses deemed necessary by Offeror
 - c. Miscellaneous
 - i. Evaluations of existing hardware/software
 - ii. Warranties
 - iii. Any other expenses deemed necessary by Offeror
- xiii. One (1) original proposal shall be submitted no later than the closing date and time. Proposals shall be submitted to the attention of: Maria Rafael, Director, Purchasing and Central Services. It is the sole responsibility of the Firm submitting the proposal to ensure that it is actually received by the District prior to the deadline time and due date online at the Online Bidding Hub: <https://auhsd.bonfirehub.com>. Unless this RFP is extended by a written amendment, proposals received after the due date and time, will not be considered.
- xiv. Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the proposal.
- xv. The proposal submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously

authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal. An Offeror will be bound by the terms and conditions of the proposal, notwithstanding the fact that errors may be or are contained therein. However, if material errors are actually discovered in a proposal, the District will notify the Offeror that the proposal, as submitted, appears to contain errors and require the Offeror to correct the errors.

- xvi. The District reserves the right to award the Agreement as a result of the initial proposals received, or it may elect to conduct negotiations with those Offerors as determined by the District, to be within an acceptable competitive range, or to negotiate separately with any Offeror when it is determined to be in the best interest of the District. In addition, the District may request that Offerors provide a best and final offer.
- xvii. The District may request a meeting with the Offeror's representative to request answers and clarifications or it may request that the Offeror answer specific questions in writing, or to make a presentation to the District or to its Governing Board prior to any Agreement award.
- xviii. The District may reject any or all proposals, and may waive informalities and minor irregularities in proposals received.
- xix. All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of the Public Record.
- xx. After acceptance of the proposal by the District, a contract between the successful Firm and the District will be executed and will consist of the terms and conditions of this RFP and the Specifications and Supplemental Terms and Conditions.

3. EXPLANATIONS TO OFFERORS:

- a. If an Offeror desires an explanation or clarification of any kind regarding this RFP, the Offeror must make a written request for such explanation. Requests should be addressed to Maria Rafael and submitted via the Online Bidding Hub: <https://auhsd.bonfirehub.com> . The District will advise all Offerors known to have received a copy of the RFP of the explanation or clarification online or any other means, as the District may, in its sole discretion, deem appropriate.
- b. If an Offeror discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the RFP, then the Offeror shall immediately notify the District in writing online.

4. AMENDMENTS:

Offerors are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Offerors known to have received a copy of the RFP. If in the sole and absolute discretion of the District, the change is of such a nature that additional time is required for Offeror to prepare proposals, the District will change the due date deadline and notify all known Offerors in writing of the revised deadline due date.

- a. Offerors must acknowledge receipt of any and all RFP amendments. This shall be done by signing and returning the acknowledgement with the proposal submittal.
- b. Regardless of the delivery method employed by the Offeror, acknowledgement of receipt of amendments must be actually received by the District prior to the specified deadline. Failure to acknowledge in writing the receipt of any amendments may result in proposal rejection.

5. VALIDITY OF FIRM PROPOSAL/OFFER:

Each proposal/offer must be firm irrevocable offer, and remain open and valid for sixty (90) days after RFP closing date.

6. SUBMITTING PROPOSALS:

Telegraphic, facsimile, email or hard copy offers/proposals and modifications will NOT be considered. All offers must be submitted online at AUHSD Online Bidding Hub: <https://auhsd.bonfirehub.com> by the closing date and time.

7. MODIFICATION OR WITHDRAWAL OF PROPOSAL:

An Offeror may modify or withdraw a proposal after submission by written notice of withdrawal and re-submission provided that the proposal withdrawal is prior to the due date deadline specified for submission of proposals.

8. LATE PROPOSALS: No proposal or proposal modification received after the due date deadline will be considered.

9. PROPOSAL EVALUATION:

- a. It is anticipated that a contract will be made with the Offeror whose proposal is determined to be in the overall best interest of the District by applying the evaluation criteria established in this RFP.
- b. A District Proposal Evaluation Committee will determine which, if any, proposal is in the District's overall best interest to accept. The committee members will utilize a scale of 200 points to score the proposals on the criteria identified. During the evaluation, the District may request proposal clarifications, explanations and answers from an Offeror. The District may request an Offeror presentation and interview.

c. EVALUATION CRITERIA

Offerors are advised that all proposals will be evaluated to determine which proposal is the overall best interest to the District. Accordingly, evaluation will include but not be limited to the following criteria:

- i. Qualification: To be considered, each of the following (3) items are required: (1) the Offeror is an authorized manufacturer's representative, (2) the Firm has no conflict of interest with regard to any other work performed by the Firm for the District; (3) the Firm submits a demonstrable record of quality work.
- ii. Past Performance: Experience and expertise of the Firm in providing similar equipment and services to other public entities, especially a school district, and including the Firm's experience and performance on comparable size school district engagements.
- iii. Professional qualifications and specialized experience of the proposed staff including the quality of the Firm's professional personnel to be assigned to the engagements and the quality of the Firm's management support personnel to be available for technical consultation; and the adequacy of the proposed staffing plan for various segments of the engagement and adequacy of analytical procedures.
- iv. Current capacity and likelihood of the Firm to accomplish the services herein for the duration of the time frame specified in the "Statement of Work" which include working during holidays, weekends, swing shifts, evening times, etc.
- v. Web-based application and services meets or exceeds Districts specifications included.
- vi. Completeness and clarity of proposal content.
- vii. Fees and overall cost to District.

- viii. If desired by the District to aid in the facilitation of evaluation, an oral interview and presentation.
- ix. There will be multiple phases of review and evaluation by a committee of District staff.
- x. PHASE 1 – Paper screening
 - 1. The proposal evaluation will be based on the following:
 - (a) 10 percent on technical proposal
 - (b) 10 percent on service, support, maintenance, and training
 - (c) 25 percent on system performance, features, and ability to meet the District's requirements
 - (d) 20 percent on implementation plan, including setups, delivery, and transfer of current data
 - (e) 5 percent on future flexibility and scalability
 - (f) 30 percent price
- xi. PHASE 2 – Proof of Concept/Presentation
 - 1. A limited number of Offerors may be invited to provide a proof of concept with his/her offerings to show his/her full-services. The system will be setup similar to the system being offered so the District can determine functionality, usability, ease of use, integration with existing appliances, serviceability, reporting and versatility along with other feature sets.
 - 2. Failure to provide may result in the proposal being deemed nonresponsive.
 - 3. The system will be provided at no cost to the District, if requested, including any labor to install and remove, and will be removed upon completion of the evaluation, unless otherwise agreed by the District and Offeror.
 - 4. After reviewing the proof of concept, the District will make a final determination as to which service systems is best suited for all of its requirements.

5. The proof of concept/presentation evaluation will be based on the following:

- (a) 10 percent on presentation
- (b) 20 percent on features
- (c) 20 percent on usability
- (d) 20 percent on degree of Milestone interoperability
- (e) 30 percent on pricing

10. AGREEMENT REQUIREMENTS:

The Firm selected will also be required to promptly enter into an Agreement with the District. Particular attention should be paid to the following:

a. INSURANCE

Prior to award of an agreement, the successful bidder shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "Anaheim Union High School District" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the Successful bidder's policy is primary over any insurance carried by the District and that "the policy will not be cancelled or materially changed without thirty (30) calendar days prior written notice being given to the District's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:

- i) Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
- ii) Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance of limits of \$1,000,000 per accident.
- iii) Business Automobile Liability with limits as required by the State of California.

- iv) If contact will be made with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

b. FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATIONS

The Firm must execute a Certification by Contractor, Criminal Records Check District form prior to the performance of any work.

c. COMPENSATION AND PAYMENT

The agreement will be for a fixed amount and will be paid for when work is completed. All invoices must be fully supported and detailed and reflect any actual time spent, equipment and material used, and units of work provided/completed.

11. PAYMENT TERMS:

Payment will be made on a Net 30 day term by the District after all work is complete by the Contractor and accepted by the District. A final punch list may be required to be completed by Contractor prior to final acceptance of work.

Thereafter, the District will pay invoices on a Net 30 term annually.

12. SCHEDULE/WORK PRIORITIES:

Work is to commence immediately upon proposal acceptance by the District.

13. DELIVERY REQUIREMENTS:

Web based applications will be installed is needed and work will be performed as listed in this RFP.

14. DRUG AND ALCOHOL FREE WORKPLACE :

The Contactor hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.). Therefore, the work site shall be kept drug and alcohol free at all times

15. TOBACCO-FREE WORKPLACE :

The Contractor hereby agrees, under the contract, he will comply with the Anaheim Union High Board of Education's Policy which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

16. BRANDS:

Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. Each bidder shall indicate the brand name and model number of the brand(s) being bid (even if indicated in the specification). Terms such as "As spec" or Bidder's item numbers instead of the manufacturer's name and model number may be considered non-responsive.

ATTACHMENT 1

FIRM PROPOSAL / OFFER FORM

This Proposal/Offer Form must be duly executed and submitted with any proposal/offer to AUHSD.

The Offeror hereby agrees that its proposal/offer is subject to all RFP 2026-27 provisions, terms and conditions, attachments, exhibits, amendments and other applicable materials which are attached or incorporated by reference. Offeror hereby agrees to promptly enter into an agreement in substantial accordance with such RFP provisions, terms and conditions five (5) days of the Districts intend to award the contract.

The Offeror hereby agrees that its attached proposal/offer of which this is part, is a firm and irrevocable offer and valid for acceptance by AUHSD for the period of sixty (60) days after closing. The Offeror hereby agrees that if its proposal/offer is accepted by AUHSD that it shall provide all software and services in accordance with the RFP, as it may be amended.

Total Cash Purchase Price (Not To Exceed) In Words and in Numbers

(\$_____)

Name of Person Duly Authorized to Execute this Proposal/Offer: _____

Duly Authorized Signature: _____

Title: _____

Date of this Proposal/Offer: _____

Offeror Name: _____

Offeror Address: _____

Offeror Telephone: _____

Offeror Email: _____

ATTACHMENT 2

NONCOLLUSION DECLARATION FORM

ANAHEIM UNION HIGH SCHOOL DISTRICT

he _____, being first duly sworn, deposes and says that

(Full name)

or she is _____ of _____, the
party

(Title)

(Company/Firm Name)

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

(Signature of Bidder)

(Company/Firm Name)

(NOTARIZATION IS NOT REQUIRED)

ATTACHMENT 3

INFORMATION REQUIRED OF OFFEROR

The Offeror shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the offeror's firm and/or any of its owners, officers, directors, shareholders, parties or principals.

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

Please be advised that the District may request verbal or written clarifications or additional information or an interview or presentation at any time.

(CONTINUED NEXT PAGE)

SECTION A – GENERAL INFORMATION

- (1) Firm name, address and contact information:

- (2) Telephone: _____ Facsimile: _____

Internet Address: _____

- (3) Type of firm: (check one)

Individual ☐ Partnership ☐ Corporation ☐ State ☐

- (4) Names and titles of all principals/officers of the firm:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (5) Please list any applicable certifications and licenses and the associated numbers:

- (6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____

- a. If Yes, give firm name, address and certification or license number.

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

- (7) How many years has your firm been in business under its present business name?
_____.
- (8) How many years of experience does your firm have providing similar services?
_____.
- (9) How many public agencies has your firm provided similar services for?
_____.
- (10) Please list the public agencies including School Districts and the like, that your firm has provided similar services for:

- (11) Please attach a short history of the firm including whether it is local, national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.
- (12) Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.
- (13) Please attach or list below why your firm should be selected by the District to provide the solicited services.

SECTION B – LEGAL

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? _____.

(a) If Yes, provide the name of the public agency and briefly detail the dispute:

(15) Have you ever had a services agreement terminated for convenience or default in the prior five (5) years? _____.

(a) If Yes, provide details including the name of the other party:

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

(a) If Yes, provide details:

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

(a) If Yes, provide details:

(18) Does your firm maintain errors and omissions coverage? _____.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(19) Will your firm comply with all District, Local, State and Federal legal requirements, regulations and laws? _____.

SECTION C – ADDITIONAL INFORMATION

- (20) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

REFERENCES

(21) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

(22) Each firm must include the following references:

(a) List at least three clients for whom you have provided similar services. Show the names, addresses, and telephone numbers of the persons who can be contacted. Information obtained through the references will be evaluated by the District.

Name	Address	Phone Number

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Offeror pages one (1) through seven (7) is true and correct. Executed this ____ day of _____, 20____, at _____, State of _____.

City, County

Signature

Print Name

Title

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ 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 DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

.....

CERTIFICATION BY CONTRACTOR

To the Governing Board of _____ School District:

I, _____, am the _____ of

Name of Individual Title Name of Contractor

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.
2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

_____	_____
_____	_____
_____	_____
_____	_____

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or Printed Name

Title

Name of Contractor

Address

Telephone Number

ATTACHMENT 5

SPECIFICATIONS

RFP 2027-06 DISTRICTWIDE VAPE SENSORS

SCOPE OF PROJECT/REQUIREMENTS

The District is seeking proposals from qualified Vendors to implement a turn-key vape sensor solution that will leverage the District's existing WAN / Internet capacities. The successful vendor will provide a turn-key solution and adequately train and provide knowledge transfer to District staff to manage the solution on an ongoing basis system for districtwide requirements.

At a minimum, the vendor shall provide general requirements as follows:

- VENDOR will have a solution that is compatible with the DISTRICT topology.
- VENDOR will have a solution that authenticates and (preferably) authorizes with DISTRICT Lightweight Directory Access Protocol (LDAP).

Certification Requirements (all required components):

- Be appropriately certified in the proposed solution, if applicable.

Infrastructure:

- VENDOR will quote based on the infrastructure information provided in the statement of work and Appendix A.

Pricing:

- VENDOR will provide upfront and ongoing pricing for all hardware, software, services, training, support, maintenance and warranties. Pricing will be itemized.

About Anaheim Union High School DISTRICT

The Anaheim Union High School District (DISTRICT) is the premiere school system in the premiere county in the state of California.

Founded in 1898, the DISTRICT has a student population of approximately 24,000, making it one of the largest school DISTRICTs in the state.

The DISTRICT covers 46 square miles and stretches across the cities of Anaheim, Cypress, Buena Park, La Palma and Stanton. Our students, who speak 48 different languages in their homes, attend 20 campuses, and come to us from five feeder elementary DISTRICTs.

We have almost 3,000 employees, making The DISTRICT the third-largest employer in the city of Anaheim. Our physical plant is enormous—with 20 campuses equal to the size of two Anaheim stadiums, plus parking lots. The community is

benefiting from \$496 million in improvements to our campuses, thanks to the voter-approved, Measure K bond measure and matching funds.

1.0 EXISTING SAFETY SENSOR SYSTEMS

The DISTRICT has Halo 61 smart sensors installed at Cypress and Loara high schools. Additionally, there is a Triton installation at Magnolia in the administrative building.

2.0 BACKBONE AND HORIZONTAL CABLING INFRASTRUCTURE

The DISTRICT has installed LAN / WAN cabling that will support the requirements of IP-based safety sensors. The DISTRICT presently has 10gbps connections from each of its nineteen physical sites to The DISTRICT Office. The DISTRICT is on contract with Spectrum for this service. The DISTRICT has 20gbps total internet capacity with plans to increase to 40gbps this school year.

The DISTRICT uses a combination of Category 5e and Category 6 cable wiring. VENDOR will use DISTRICT's Cabling 17600 Standard which uses SYSTIMAX. The bidder system shall address all pertinent issues regarding bandwidth, latency, packet loss, and echo in the design and implementation.

The DISTRICT recently upgraded its switching infrastructure to HP 2930 POE series.

- Data Infrastructure
 - Fiber: SYSTIMAX Inc. Multimode LazrSPEED™ 300 Riser Building Cable 5200 0xxA ZRAQ (2 – 12 fibers) approved
SYSTIMAX Inc. Multimode LazrSPEED™ 300 Riser Building Cable 5300 0xxA ZRAQ (24 – 72 fibers) approved
 - Cable Type: Cat 6A, UTP 4 pair, 24 AWG
 - Outlet Standard: ANSI / TIA / EIA 568B
 - Outlet Type: SYSTIMAX MPS-100E
- LAN Equipment
 - Aruba 6406 DISTRICT Office Core switch
 - Aruba 5406 School MDF switch
 - Aruba 2930M SR School IDF switch
 - Aruba 2930F School IDF switch
- WAN Equipment
 - Aruba 6406 ISP (Spectrum)
 - DISTRICT Office WAN router to schools
 - School WAN router

3.0 SCOPE OF WORK

The successful bidder will contract with the DISTRICT to provide, replace, install, cutover, test, train, and maintain a single, new smart sensor system. The DISTRICT is open to keeping existing hardware on site and requires a single platform.

The Base Proposal is for a DISTRICT-wide cutover to a VoIP system. The proposal shall include all equipment to replace all applicable smart sensors. The new system shall include licensing for approximately 998 sensors. The DISTRICT is open to keeping existing hardware on site and requires a single platform. Details of the DISTRICT's existing network equipment can be found in Appendix A – DISTRICT Architecture.

Any HP data switches that require PoE upgrade or upgrade to be compatible with Other Manufacture Equipment (OME) shall be included in the proposed system. HP data switches are preferred.

VENDOR shall provide responses to all sections. VENDOR shall provide an executive summary which will explain why VENDOR's best meets the needs of the DISTRICT. VENDOR shall provide a project plan which will contain a high-level roadmap with detailed tasks, responsible parties and associated dates to implement the proposed system. VENDOR shall provide a detailed description of the proposed solution. VENDOR shall provide a transition plan describing the move from the DISTRICT's various systems to the proposed system.

4.0 TRAINING

VENDOR shall provide all necessary in-house training. Training will be provided to all relevant DISTRICT end users as well as and to key DISTRICT Education and Information Technology (EIT) staff members several days prior to cutover for station users and attendants.

VENDOR shall provide training material for all station users, including operations manuals and instructions for feature activation and dialing. The VENDOR shall provide three copies of training material for DISTRICT EIT staff, including operations manuals and instructions for feature activation and dialing.

On the day of cutover/full operation, a help desk will be available for users to call into for assistance. In addition, a system representative(s) shall be on-site to answer questions. VENDOR shall provide with this bid the cost, if any, for post cutover and subsequent in-service training.

5.0 PROJECT MANAGEMENT

VENDOR shall provide details of how the project will unfold from kickoff to post-implementation. The VENDOR shall provide a project schedule and a point of contact for the project, preferably a project manager.

6.0 SAFETY SENSOR FEATURES

- Connects via Power over Ethernet (PoE)
- Supports following network protocols:
 - HTTPS
 - TCP/IP
 - IP4
 - IP6
- Particle detection:
 - THC
 - Vape
 - Ammonia (NH₃)
 - Carbon Dioxide (CO₂)
 - Carbon Monoxide (CO)
 - Ethanol (C₂H₅OH)
 - Hydrogen(H₂)
 - Iso-Butane (C₄H₁₀)
 - Methane (CH₄)
 - Nitrogen Dioxide (NO₂)
 - Propane (C₃H₈)
 - Tobacco Smoke
 - Total Volatile Organic Compounds (TVOC) Gas
 - Volatile Organic Compounds (VOC)
- Environmental detection:
 - Temperature
 - Humidity
 - Air pressure
 - Air quality index
 - Health index
 - Relative humidity
 - Noise (Glass break)
 - People counting
 - Keyword
 - Aggression (scream)
 - Loitering
 - Gun shot
 - Motion
 - Vape masking
- Devices shall be tamper-resistant
- VENDOR shall share the warranty of the devices
- VENDOR shall explain alerting features

7.0 SYSTEM MEDIUMS

VENDOR shall provide details on the mediums they provide access to their system through:

- Website
- App – iPhone, Android
- Milestone XProtect

8.0 MILESTONE INTEGRATION

The DISTRICT uses Milestone XProtect as its video management system (VMS) and requires VENDOR's solution to integrate with said system. Please provide details on the nature and depth of integration with Milestone XProtect.

9.0 GOOGLE INTEGRATION

The DISTRICT uses Google Workspace for Education and requires the proposed systems to integrate with the Google environment as appropriate (e.g. email alerts, etc.)

10.0 SERVICE CAPABILITIES

- Describe the training and background of the service personnel for the proposed system.
- How many service personnel are full-time and certified on the proposed system? What, specifically, are the certifications?
- For the group servicing DISTRICT, what is the current technician ratio to the number of systems serviced?
- Describe in detail the preventative maintenance procedures followed by your company for the proposed system.
- Is a help desk available via an 800 number? If so, what are the hours of operations?

11.0 SAFETY SENSOR MARKET POSITION

Provide current market share information on the number of safety sensors shipped relative to your competitors in the industry. This information needs to be supported by well-known industry analysts, and you will need to provide backing information if requested.

12.0 TOTAL COST OF OWNERSHIP (TCO) OVER A 5 YEAR PERIOD

Long term costs of the solution: Please include the entire costs of all maintenance and software upgrades over a 5-year period. Assume that DISTRICT would want to stay current on software and capabilities.

13.0 SECURITY

Please describe your comprehensive approach to security in support of your safety sensor solution.

14.0 REFERENCES

Please provide a minimum of (5) local multi-site institutions where you have deployed a safety solution with at least the same number of sensors requested in this RFP. Provide details of the solutions, examples of the applications they are using, contact information and their availability for site visits. Also provide a list of customers where you have done large-scale sensor deployments with **998 sensors** greater within multi-site educational institution customers.

15.0 INVESTMENT PROTECTION

Please provide a detailed response on how your solution is going to guarantee DISTRICT that our investment in your solution will be protected. Provide detailed examples from the past on how your company (manufacturer) has demonstrated a consistent track record of customer investment protection. Describe in detail your end of sale or end of life policy on products and your commitment to support after these products are no longer sold.

16.0 SUPPORT

Describe, in detail, your support model, including the number of manufacturer engineers in Southern California and partner engineers. Also describe your technical support center (phone support) including the number of engineers, the number of safety sensor deployments / customers that you are supporting.

17.0 MONITORING AND REPORTING

The proposed system shall have monitoring and reporting tools. Describe the end-user and system reports available to EIT staff. Describe any type of alarm and notification features of the proposed system.

18.0 AVAILABILITY

Describe all mechanisms available to ensure system uptime. Provide data to show the extent to which the system can match the 99.999% uptime of competitive smart sensors, including all redundancies that are standard with the system and also those that are optional.

Appendix A DISTRICT Architecture

School	MDF Switching	IDF Switching	DISTRICT Interface	MPLS Info	Primary Wireless
DISTRICT Office	Aruba 6406	HP 2920	Aruba 6406	20gbps	IAP505
Anaheim	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Cypress	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Katella	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Kennedy	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Loara	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Magnolia	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Oxford	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Savanna	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Western	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Trident	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Hope	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Ball	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Brookhurst	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Dale	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Lexington	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
South	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Sycamore	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505
Walker	HP 5406	HP 2930	Aruba 6406	10gbps	IAP505

Network – Aruba CX
Video Management System: Milestone
Mail System: Gmail
Database: SQL Server 2022
Student Information System: Aeries
Storage: HPE Nimble / Alletra
Virtualization: Hyper V
Firewall: Fortinet FortiGate-3201F

AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into on [insert date] ("Effective Date") by and between [Insert Name of SUPPLIER], hereinafter referred to as "SUPPLIER," and the Anaheim Union High School District, hereinafter referred to as "DISTRICT." The DISTRICT and SUPPLIER are hereinafter referred to singularly as a "Party" and collectively as the "Parties."

WHEREAS, the DISTRICT requires services and/or advice of a specialized and technical nature in connection with certain professional services and advice that are not available within the DISTRICT, and cannot be performed satisfactorily by DISTRICT employees; and

WHEREAS, SUPPLIER is specially trained, experienced, and competent to provide the following services and equipment pursuant to Government Code section 53060: [insert description of services] ("Services").

NOW, THEREFORE, the Parties hereto agree as follows:

1. SUPPLIER shall provide to the DISTRICT the services articulated in the SUPPLIER'S proposal which is attached hereto and incorporated herein as **Exhibit "A"**. The services to be performed set forth in the SUPPLIER'S proposal are the only parts to be incorporated herein and all other terms and conditions in the SUPPLIER'S proposal shall be excluded and not made a part of this Agreement. The Parties expressly agree to incorporate the scope of work requirements in the DISTRICT'S Request for Proposal (RFP) # [insert RFP number] including all RFP documentation and attachments (collectively, "RFP") into this Agreement by this reference, and the Parties understand and agree that the scope of work requirements in the RFP shall constitute a binding part this Agreement. In the event of a conflict, discrepancy, inconsistency, or other difference between the terms of the RFP or the SUPPLIER'S proposal with this Agreement, the Parties agree that the terms and conditions of this Agreement shall govern and control.
2. To the extent it is determined under applicable law that SUPPLIER fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, SUPPLIER resigns any and all rights and privileges derived from this Agreement and any resulting relationship, which resignation is deemed accepted under such circumstances by the DISTRICT.
3. SUPPLIER shall commence providing Services under this Agreement on [insert date], and will diligently perform as required and complete said Services through [insert date], unless otherwise amended or extended by mutual written agreement by the Parties and approved by the DISTRICT'S Board of Education; however, the total term of this Agreement shall not exceed four (4) years from the Effective Date.
4. SUPPLIER is qualified in all respects to provide all of the Services required under this Agreement, and to the extent required by any applicable laws, SUPPLIER has all such licenses and/or governmental approvals as would be required to carry out and perform all Services as required herein.
5. SUPPLIER, in providing the Services and in otherwise carrying out its obligations to the DISTRICT under this Agreement, shall, at all times, comply with all applicable federal,

state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

6. SUPPLIER will perform all Services in a professional manner using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a similar professional practicing in California. SUPPLIER represents that the Services it provides under this Agreement are within the technical and professional areas of expertise of the SUPPLIER.
7. SUPPLIER represents that the SUPPLIER has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by the SUPPLIER.
8. The DISTRICT will prepare and furnish to the SUPPLIER upon request such information as is reasonably necessary to the performance of the SUPPLIER to this Agreement.
9. The DISTRICT will pay the SUPPLIER a total not-to-exceed amount of Dollars (\$) for all Services rendered pursuant to this Agreement. SUPPLIER shall invoice costs monthly, or another periodic basis approved in writing by the DISTRICT, for the Services provided pursuant to this Agreement. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT. SUPPLIER agrees that no other compensation, fringe benefits, or other remuneration is due to SUPPLIER by the DISTRICT for Services rendered under this Agreement. No reimbursable expenses shall be paid unless previously approved in writing by the DISTRICT.
10. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of and without limitation: (1) defective or deficient work product or Services not remedied; (2) failure of the SUPPLIER to make payments properly to its employees or sub-SUPPLIERS; or (3) failure of SUPPLIER to perform its Services in a timely manner so as to conform to the DISTRICT'S schedule or other time constraints.
11. SUPPLIER is an independent contractor and will perform the Services as an independent contractor and not as an employee of the DISTRICT. SUPPLIER shall not apply for or receive statutory benefits available to employees of the DISTRICT because SUPPLIER is not an employee of the DISTRICT; rather, SUPPLIER is operating under a personal services agreement pursuant to Education Code section 45103.1(b)(2) and has only the rights defined by this AGREEMENT.
12. This AGREEMENT may be terminated by either Party for cause upon ten (10) days written notice to the other Party in the event of a substantial failure of performance by such other Party, including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by SUPPLIER. In the event of a termination for cause, the DISTRICT shall only be liable to pay the SUPPLIER for approved Services performed and rendered up to the date of termination for cause. In the event termination is for a substantial failure of performance by the SUPPLIER, all damages and costs associated with the termination, including increased SUPPLIER and replacement SUPPLIER costs shall be deducted from payments owed to the SUPPLIER. In the event a termination for cause under this Section

is determined to have been made wrongfully by the DISTRICT or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 13 below, and SUPPLIER shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability, other than as set forth in Section 13 below, may be claimed, requested, or recovered by the SUPPLIER.

13. The DISTRICT may terminate this Agreement without cause, or for the DISTRICT'S convenience, upon **ten (10) days'** written notice to the SUPPLIER. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner. In the event of a termination without cause/ for convenience, the DISTRICT shall only be liable to pay the SUPPLIER for approved Services performed and rendered up to the date of termination without cause/ for convenience.
14. To the fullest extent permitted by law, SUPPLIER agrees to and shall hold harmless, defend, and indemnify the DISTRICT, its officers, Board members, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability or loss, damage, expense, or cost of any nature whatsoever, which may be incurred by reason of:
 - a. Workers' Compensation and Employers' Liability. Any and all claims under workers' compensation acts and other employee benefit acts with respect to SUPPLIER'S employees or SUPPLIER'S sub-SUPPLIER's employees arising out of SUPPLIERS' Services under this Agreement; and
 - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the Indemnitees, SUPPLIER or any person, firm or corporation employed by the SUPPLIER related to, founded upon or in connection with this Agreement, except for liability for damages resulting from the sole negligence, willful misconduct, or unlawful acts of Indemnitees; and
 - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of SUPPLIER, or any person, firm or corporation employed by SUPPLIER, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the Services, including injury or damage either on or off DISTRICT property, except for liability for damages resulting from the sole negligence, willful misconduct, or unlawful acts of Indemnitees.

The SUPPLIER, at its expense, cost and risk, shall indemnify and defend any and all claims, actions, suits, or other proceeding that may be brought or instituted against the Indemnitees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the Indemnitees in any claim, action, suit, or other proceedings as a result thereof.

15. During the entire term of this Agreement, SUPPLIER shall carry and maintain insurance in full force and effect to provide coverage against claims for death or injuries to persons or damages to property that may arise from or in connection with SUPPLIER'S

performance of this Agreement or the Services. Prior to start of any Services, SUPPLIER shall furnish the DISTRICT with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required). At least thirty (30) days prior to expiration of the insurance required herein, SUPPLIER shall furnish to the DISTRICT renewal documentation. Each required document shall be signed by the insurer or a person authorized by insurer to bind coverage on its behalf. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the Indemnitees as additional insureds.

- a. Commercial General Liability. SUPPLIER, at its expense, shall carry Commercial General Liability Insurance to fully protect the SUPPLIER and the DISTRICT from any and all claims of any nature, which may arise from the SUPPLIER'S Services or actions pertaining to this Agreement. SUPPLIER agrees to carry a minimum **One Million Dollars (\$1,000,000)** per occurrence for bodily injury, personal injury, and property damage with **Two Million Dollars (\$2,000,000)** in the aggregate for bodily injury, personal injury, and property damage. The policy shall name the Indemnitees as additional insureds by endorsement.
- b. Automobile. For owned, non-owned or hired automobiles used during the performance of the Services and this Agreement, SUPPLIER shall obtain and carry a commercial automobile liability policy in the amount of no less than **One Million Dollars (\$1,000,000)** per occurrence for bodily injury liability coverage and property damage liability, naming the Indemnitees as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any automobile and furnishing a certificate evidencing this coverage to the DISTRICT prior to operating said automobile under this Agreement.
- c. Worker's Compensation. *Unless waived in writing by the DISTRICT*, SUPPLIER shall maintain Workers Compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per accident or occupational illness.
- d. Professional Liability (Errors and Omissions). *Unless waived in writing by the DISTRICT*, Professional liability (including employment practices coverage) with limits not less than **One Million Dollars (\$1,000,000)** each occurrence, **Two Million Dollars (\$2,000,000.00)** in the aggregate. If the policy is written on an occurrence basis, coverage shall apply to occurrences during the period of performance of this Agreement. If this coverage is written on a claims-made basis, the SUPPLIER warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement; and that continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of not less than five (5) years beginning from the time that all Services under this Agreement is completed.
- e. Sexual Abuse/Molestation Insurance. *Unless waived in writing by the DISTRICT*, SUPPLIER shall provide insurance coverage specifically for the perils of molestation, sexual misconduct, or allegations of sexual abuse with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, **Two Million Dollars (\$2,000,000)** in the aggregate.

- f. Cyber Liability Insurance. *Unless waived in writing by the DISTRICT,* SUPPLIER shall provide cyber liability insurance coverage with limits of not less than **One Million Dollars (\$1,000,000)** for each occurrence and an annual aggregate of at least **Two Million Dollars (\$2,000,000)** covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security.
16. Any reports, files, and/or other documents that are prepared, reproduced, maintained and/or managed by the SUPPLIER or SUPPLIER'S sub-SUPPLIERS pursuant to this Agreement (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT. Failure to provide any such reports, files, and/or other documents upon a written request from the DISTRICT shall be deemed a material breach of this Agreement.
17. SUPPLIER shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the DISTRICT and approval by the DISTRICT'S Board of Education.
18. SUPPLIER, if an employee of another public agency, certifies that SUPPLIER 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 performed pursuant to this Agreement.
19. This Agreement is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the DISTRICT'S Board of Education duly passed and adopted.
20. This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Orange County, California.
21. During the entire term of this Agreement, SUPPLIER shall fully comply with the provision of Education Code sections 45125.1 (fingerprinting requirements), when it is determined by the DISTRICT that the SUPPLIER will have contract with pupils in the performance of Services under this Agreement.
22. If either Party becomes involved in litigation arising out of this Agreement or the performance of Services thereof, each Party shall bear its own litigation costs and expenses, including reasonable attorney's fees and costs.
23. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this Agreement.
24. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior or contemporaneous oral or written agreements.
25. **[DELETE IF NOT APPLICABLE]** If SUPPLIER will provide technology services that involve the digital access, use, storage or management of pupil records, then SUPPLIER must complete and attach a student data privacy certification for compliance with

Education Code section 49073.1. The student data privacy certification is available through the DISTRICT. Pupil records include any information directly related to a pupil that is maintained by the DISTRICT or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a DISTRICT employee. SUPPLIER shall fully comply with all applicable privacy requirements and laws including, without limitation, compliance with the Federal Family Educational Rights and Privacy Act of 1974 ("FERPA") and the Health Insurance Portability and Accountability Act (HIPAA) and/ or the Privacy Act Code of Federal Regulations (CFR 42, Part 2.)

26. [DELETE IF NOT APPLICABLE] SUPPLIER shall comply with the requirements and procedures for reporting and investigating suspected child abuse or neglect, and based on the Services to be provided under this Agreement, SUPPLIER shall be deemed a "mandated reporter" under Penal Code section 11165.7 and comply with all requirements applicable to a "mandated reporter", including requiring its employees and sub-SUPPLIERS to participate in the annual required training on child abuse reporting.
27. The Parties have caused this Agreement to be executed by duly authorized representatives as of the Effective Date indicated above.

SUPPLIER:

[Name & Address]

DISTRICT:

Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92801

(Signature, Authorized Representative)

(Signature, Authorized Representative)

Signer's Name

Nancy Nien, Ph.D.
Assistant Superintendent, Business
Anaheim Union High School District

Title

(SSN or Federal ID Number)

(Telephone)

(Email Address)

DISTRICT Board of Education Approval Date: _____

EXHIBIT “A”

[INSERT SUPPLIER’S PROPOSAL]

SAMPLE