



SAN FRANCISCO
PUBLIC SCHOOLS

San Francisco Unified School District
Purchasing Department

Invitation for Bid
IFB No: 2554

BOTTLED WATER & DISPENSER

Invitation for Bid (IFB)

Bid No: 2554

MAIL OR DELIVER BIDS TO:

**San Francisco Unified School District
Purchasing Department
135 Van Ness Avenue, Room 123
San Francisco, CA 94102**

BID DUE DATE AND TIME

June 7, 2011 - 2:00 PM

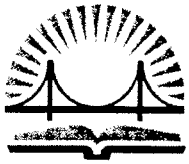
Sealed bids for IFB No: 2554 must be mailed or otherwise delivered, properly marked and executed, to the District Purchasing Department by the date and time specified above. Bids received on or before the specified deadline will be publicly recorded and time stamped by the Purchasing Department. Late bids will be returned unopened.

**BIDS TRANSMITTED BY FACSIMILE, EMAIL OR OTHER ELECTRONIC
COMMUNICATION WILL NOT BE ACCEPTED.**

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Timeline	Date
Bid Issue	Thursday, May 19, 2011
Bid Advertisement #1	Tuesday, May 24, 2011
Bid Advertisement #2	Tuesday, May 31, 2011
Bid Due Date.....	Tuesday, June 7, 2011
Award of Contract by Governing Board.....	Tuesday, June 14, 2011

Note: This Schedule will be subject to change at which time all the Bidders will be notified.



SFUSD SAN FRANCISCO
PUBLIC SCHOOLS

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
135 Van Ness Avenue, Room 123
San Francisco CA 94102

PURCHASE AGREEMENT PROPOSAL (Indefinite Quantity)

RETURN ONE SIGNED COPY OF THIS PAGE AND THE BID SHEET.

BIDS WILL BE OPENED AT 2:00 PM, Tuesday, June 7, 2011

**AT: SAN FRANCISCO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
135 VAN NESS AVENUE, ROOM 123
SAN FRANCISCO, CA 94102
TEL: 415-241-6468**

**BID NO: 2554
DATE: May 19, 2011**

DELIVER BID, properly executed, to Purchaser, prior to opening time, in sealed envelope with Purchase Agreement Proposal Number and Commodity inscribed hereon.
(Include one signed copy of Page 1; retain Bidder's Duplicate copy for your file).

DO NOT INCLUDE SALES OR EXCISE TAXES IN BID PRICES (See Section 33)

Upon receipt of Purchase Agreement Acceptance, the undersigned hereby promises and agrees to furnish, subject to provisions of Section 23 and 27 on Page 3, 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, general conditions, special conditions and bid sheet all which are made a part of the purchase agreement, when authorized by *Purchase Orders, Revolving Fund Orders, or Encumbrance Requests.*

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 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 _____
Do you have an affirmative Action Policy? _____



SFUSD SAN FRANCISCO
PUBLIC SCHOOLS

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
135 Van Ness Avenue, Room 123
San Francisco CA 94102

GENERAL TERMS, CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

INTRODUCTION

The San Francisco Unified School District and San Francisco County Office of Education (District) is the school district for the City and County of San Francisco and serves approximately 55,000 students at its elementary schools, middle schools, high schools and childcare sites. In addition to the District's administrative headquarters at 555 Franklin Street, there are several administrative sites located within the City.

DEFINITIONS

1. "District" means San Francisco Unified School District. "Purchaser" means a representative of the District's Purchasing Department. "Contractor" means bidder to whom award is made. District and Contractor together may also be referred to as the Parties. "Contract" shall mean the form of agreement between the District and the Contractor.

PURCHASE AGREEMENT PROPOSAL

2. The Purchaser will furnish a blank Purchase Agreement Proposal form to the bidder. The form must be properly executed and delivered prior to the time set for bid opening to receive consideration for an award.
3. Prices should be clearly written by typewriter or pen and ink.

BONDS

4. Before the acceptance of any Purchase Agreement Proposal, the Purchaser may require the bidder to file a corporate surety bond for the faithful performance of the Contract. Bonds are subject to approval of the Director of Fiscal Services as to sufficiency and qualifications of sureties.

ALTERNATES

5. When the name of manufacturer, brand, or make, with or without model number, is used in describing any item in Purchasing Agreement Proposal, bids for equal articles will be considered unless otherwise stated, but the Purchaser shall be the sole judge as to whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered would be assumed to be the specific articles named in the proposal. If not offering the specific article

named, bidder should enclose with bid full information, specifications and descriptive data on items offered.

6. The Purchaser reserves the right to permit deviations from the specifications if an article offered is substantially in accord with the specifications and is deemed by the Purchaser to be of as good quality and as fully satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by bidder, the article offered will be assumed to be in accord with specifications.

SAMPLES

7. Articles offered as equal to District sample must fully conform thereto; said District samples may be inspected at the place designated by the Purchaser.
8. Samples must be furnished as required by Purchase Agreement Proposal. Those submitted by successful bidders may be retained for testing or checking against deliveries, in which case allowance will be made to Contractor.
9. Each sample shall be plainly marked in a durable manner with the name of the bidder; the Purchase Agreement Proposal Number, and the item number.
10. Submitted sample will be assumed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder. The Purchaser will determine sufficiency of sample.
11. Sample shall not be enclosed with Purchase Agreement Proposal, and Purchase Agreement Proposal shall not be wrapped in package with sample.

DELIVERIES

12. F.O.B. destination in San Francisco, **INSIDE DELIVERY**, unless otherwise specified.

PURCHASE AGREEMENT – INTERPRETATION – ASSIGNMENT

13. Articles and services covered by this proposal must comply with applicable laws, ordinances, and other legal requirements, including (among others) the Safety Orders of the California Division of Industrial Safety.
14. Should any questions arise as to the meaning and intent of the Purchase Agreement, the matter shall be referred to the Purchaser, who shall decide the true meaning and intent of the Purchase Agreement, and his decision shall be final and conclusive.
15. Purchase Agreement awarded under this proposal may be assigned only with the approval of the Purchaser. See item #42 for additional details.

INFRINGEMENTS – INDEMNIFICATION

16. The Contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by District, its officers or agents, or any article supplied under this Purchase Agreement Proposal, and the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability, loss, or damage arising from such claims or suits.

17. The Contractor agrees to hold the San Francisco Unified School District harmless from any and all claims and liabilities for damage to all persons, including but not limited to employees of the Contractor arising out of and in the course of the performance of this agreement.

INSPECTIONS

18. All articles shall be subject to inspection and acceptance or rejection by the Purchaser.

FAILURE TO DELIVER

19. When Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by his Contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the Contract be paid for such article or service the excess price will be charged to and collected from the Contractor or sureties on his bond if bond has been required.

PRICE LISTS – DISCOUNTS FROM

20. When Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by his Contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the Contract be paid for such article or service the excess price will be charged to and collected from the Contractor or sureties on his bond will be required.
21. Bids will be considered offering discounts from a price list other than specified provided the alternate price list can be readily compared on an over-all basis with the specified price list.
22. Price list in effect at time order is placed will apply provided Contractor gives Purchaser ten (10) days advanced notice of any price increase. Unless otherwise provided herein, if a price change occurs which is not reflected in a revised price list with discounts remaining firm, a different pricing method may be established by mutual agreement which will accomplish substantially the same result, or if agreement cannot be reached, the Purchase Agreement may be terminated by either Party.

ITEM, AGGREGATE BIDS

23. Any bidder may bid separately for any item unless otherwise provided.
24. Bidders may make offer for award in an aggregate of several or all items.

OPENING OF BIDS

25. The Purchaser will open bids at the hour and place stated in the advertisement in the presence of all bidders who attend.
26. Bidders may inspect the bids after tabulation.

FIRM PRICES

27. Prices/quotations must be firm and shall be in effect for a period of not less than 90 days from the date of bid opening. Upon award, prices will be in effect for the term of the Contract.

AWARDS

28. The Purchaser may make awards on separate items or in an aggregate of several or all items.
29. The Purchaser reserves the right to reject any and all bids, to waive any irregularities or informalities in any bid or in the bidding.

CASH DISCOUNTS

30. Cash Discounts will be taken into consideration in determining the low bid under the following conditions:
 - A. Discounts, if offered, must be for at least a 30 day period from receipt of materials or services in order to be considered in awarding bids. This does not preclude suppliers from offering discounts for lesser periods to expedite payments.
 - B. The discount period will start upon date of completion of delivery of all items on any order or other authorization certified by the Purchaser or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
 - C. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the District warrant or check.
31. Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the payment in accordance with the provision of 30B and 30C above, unless otherwise provided by bidder.
32. It is understood and agreed that no additional charge shall accrue against the District in the event that the District does not make payment within any time specified by bidder.

TAXES

33. The District is exempt from federal excise tax except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in bid prices.

TERM BID – QUANTITIES

34. This is a term, indefinite quantity proposal. Unless otherwise specified herein, deliveries will be required and at times as ordered during the period of the Contract. Estimated quantities are approximate only. The right is reserved to purchase any greater or lesser quantity, as the interests of the District may dictate, provided however, the Contractor will not be required to furnish a quantity over twenty five percent (25%) in excess of an estimate.
35. Requirements for use outside San Francisco may be excluded at the Purchaser's option unless otherwise provided in bid. Purchaser reserves the right to make minor purchases of articles from other than the Contractor when Purchaser determines that such articles are immediately needed or that it is obviously not practical to purchase against the Contract.

PAYMENT

36. Payment by the District will be made monthly for services satisfactorily performed by the Contractor after receipt of properly documented invoices.

TERM OF AGREEMENT

37. The term of the Contract shall be from July 1, 2011 award date, for one full year. This Contract may be extended for a period or periods of up to 2 additional years by mutual agreement.

TERMINATION

38. In the event the Contractor fails to perform any of its obligations under this Agreement, the District through the Purchaser may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective after ten (10) days written notice to the Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, the Contractor shall be paid for its services under this agreement, up to the date of termination that has been performed to the satisfaction of the District.
39. The District may terminate this agreement in whole or in part for its convenience by giving 30 days written notice of its intent.

ENTIRE CONTRACT

40. All of the agreements between the Parties are included herein and no warranties, expressed or implied, representations, promises or statements have been made by either Party unless endorsed here in writing and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the Contract.

ASSIGNMENT

41. The Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights, including the right to receive payment, burdens, duties or obligations without the prior written consent of the District. The District's consent shall be by resolution of the Board of Education.
42. Any assignment of the Contract by the Contractor with the approval of the District shall be subject to the terms and conditions hereof and to the rights of the District contained in the Contract. No transfer or assignment of the Contract by the Contractor shall release it from its obligations hereunder.

INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES

43. The Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which the Contractor performs the service required of the Contractor by the terms of this Agreement. The Contractor shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between the District and the Contractor. Terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of the Contractor's work only and not as to the means by which such a result is obtained.

INCIDENTAL AND CONSEQUENTIAL DAMAGES

44. The Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this agreement shall constitute a waiver or limitation of any rights, which the District may have under applicable law.

BUDGET AND FISCAL PROVISIONS

45. The Contract is subject to the budget and fiscal policies of the District. Charges will accrue only after prior written authorization certified by the District's Chief Financial Officer and any amount of the District's obligation hereunder shall not at any time exceed the amount certified for the purpose and periods stated in such advance authorization. If funds are appropriated for a portion of a fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated, unless additional funds are appropriated. This section shall control against any and all other provisions of the Contract.

CONFLICT OF INTEREST

46. Contractor understands the following and certifies that it does not know of any facts which constitutes a violation:
- A. Contractor hereby certifies that no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or who has been employed by the San Francisco Unified School District within the past two years has participated in bidding, selling or promoting this Contract. Furthermore, Contractor certifies that no such current or former Board member or employee has an ownership interest in this Contract, nor shall any such current or former Board member or employee derive any compensation, directly or indirectly, from this Contract. Contractor understands that any violation of this provision of the Contract shall make the agreement violable by the District.
 - B. Government Code of the State of California, Section 87100 et. seq. Public officials; state and local; financial interest:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT

47. The Contractor understands and agrees, that in the performance of the work of services under this Agreement, or in contemplation thereof, the Contractor may have access to private or confidential information which may be owned or controlled by the District, and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Contractor also understands and agrees that the disclosure of such information violates state and/or federal law. The Contractor agrees that all information disclosed by the District to the Contractor shall be held in confidence and used only in performance of the Agreement. The Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

MODIFICATION OF AGREEMENT

48. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

49. The District may order changes in the work herein required and may order extra materials and extra work in connection with the performance of the Contract and the Contractor must comply with such orders, except that:
- A. If changes in services are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract may be increased or decreased by such amount as the Contractor and the Purchaser may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work, and
 - B. No order for any alteration, modification, or extra which will increase or decrease the cost of the services shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Purchaser and certified by the Director of Fiscal Services pursuant to Section 37 and 38. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract.
 - C. Any modifications thus ordered by the District and agreed to by the Contractor must be approved by the Board of Education, and the resultant Contract modification must be executed by the District and the Contractor.

ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

50. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Purchaser who shall decide the true meaning and intent of the Agreement. The Purchaser's decision shall be final and conclusive.

AGREEMENT MADE IN CALIFORNIA: VENUE

51. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

LAWS AND REGULATIONS

52. Articles and services covered by this Contract must comply with applicable Federal, State, and Local Laws, ordinances, and other law requirements which are in effect at the day and year first herein about written. If any term or provision of this agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

SUBCONTRACTING

53. The Contractor is prohibited from subcontracting this Contract or any services provided pursuant to this Contract unless such subcontracting is agreed to in writing and executed in the same manner as this Contract. No Party on the basis of this Contract shall in any way Contract on behalf of or in the name of the other Party of this Contract, and violation of this provision shall confer no rights on any Party and shall be void.

NON-DISCRIMINATION

54. Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Contract.

BANKRUPTCY

55. In the event that either Party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other Party this Agreement shall terminate and be of no further force and effect, and any property or rights of such other Party, tangible or intangible, shall forthwith be returned to it. The Contractor shall notify the District within ten (10) days of filing and bankruptcy petition under the Federal Bankruptcy Act

INSURANCE

56. Prior to award, contractor must submit written evidence of the following insurance which must be maintained in force during the term of this contract:
- a. Comprehensive General Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
 - b. Comprehensive or Business Automobile Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
 - c. Workman's Compensation with Employers Liability limits of not less than \$1,000,000 each accident.
 - d. If any policies are written on claims made from, the contractor agrees to maintain such insurance continuously in force for three years following the completion of this contract.
 - e. Certificate of Insurance, satisfactory to the District, evidencing all coverages above shall furnished to the District before commencing any operations under this contract, with complete copies of policies upon District request.
 - f. Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.
 - g. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:
 - Name as additional insured the San Francisco Unified School District, its board, officers and employees.
 - Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom a claim is made or a suit is brought against.
 - The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing regarding cancellation, non-renewal or reduction of coverage of any of the above insurance.

CONTRACTOR'S DEFAULT

57. Failure or refusal of the Contractor to perform or do any act herein required shall constitute default. In the event of any default, in addition to any other remedy available to the District, the District may terminate this Agreement pursuant to the terms of Sections 38 & 39 herein. Such a termination shall not waive any other legal remedies available to the District.

FILING OF PROTESTS

58. Protests relating to the content of this Invitation for Bid (IFB)/Request for Proposal (RFP) document must be filed within ten (10) calendar days after the date the IFB/RFP is first advertised. Protests relating to a recommendation for award solicited by this IFB/RFP must be filed by an "interested Party" within five (5) calendar days after the staff's written recommendation and notice of intent to award is issued to the proposing firms. The date of filing shall be the date of receipt of protests or appeals by the District.

All protest shall be filed in writing with the Director of Purchasing Department, San Francisco Unified School District, 135 Van Ness Avenue, Room 123, San Francisco CA 94102. No other location shall be acceptable.



SFUSD SAN FRANCISCO
PUBLIC SCHOOLS

**BOTTLED WATER AND DISPENSER
JULY 1, 2011 – JUNE 30, 2012
PRICE AGREEMENT PROPOSAL NO. 2554**

SPECIAL CONDITIONS

59. PURPOSE – The purpose of this bid is to provide supply of bottled water and dispenser to all school and administrative sites of San Francisco Unified School District.

60. ESTIMATE COST – Estimated cost for this agreement is approximately \$ 80,000.00 annually. This figure may vary more or less.

61. ORDERING AND DELIVERY PROCESS

- Each school or administrative site must have its own account number.
- Each school or administrative site must place their own order with the successful bidder.
- All order requires **INSIDE DELIVERY** for all school and administrative sites.
- In the event that there is no elevator service in a particular location, the successful bidder is responsible to deliver the bottled water to the area where the dispenser is located at **NO EXTRA COST** to the District.
- Deliveries must be during regular school business hours which are between 8:00 AM and 4:00 PM and at administrative office hours between 8:00 AM and 5:00 PM.
- Delivery personnel must always be wearing Company uniform with logo and identification badge at all times while at District premises.
- In case of an emergency, successful vendor must be able to deliver within four hour period upon receipt of an order.
- Vendor must provide a toll-free telephone number for District use for placing order.

62. BILLING

- Successful bidder must send monthly billing to individual ordering sites with their corresponding account number.
- Detailed delivered items must be specified on the invoice.
- Individual sites are responsible for submitting request for payment to the District's Accounting Department. If for any reason a site is delinquent in payment, successful bidder has the right to put a credit hold for that particular account only. Each account activity is independent of one another. Successful bidder can not put the entire District on credit hold.



SFUSD SAN FRANCISCO
PUBLIC SCHOOLS

**BOTTLED WATER AND DISPENSER
JULY 1, 2011 – JUNE 30, 2012
PRICE AGREEMENT PROPOSAL NO. 2554**

SPECIAL CONDITIONS

63. REPORTS – Successful bidder must provide the District with the following reports:

- Monthly Usage Report by Administrative Site and by School Site.
- Monthly Expenditure Report by Administrative Site and by School Site.
- Annual Usage Report by Administrative Site and by School Site.
- Annual Expenditure Report by Administrative Site and by School Site.

64. INSURANCE - Within fifteen (15) days of notification, the successful bidder must furnish the District a certificate of insurance with companies acceptable to the District per condition number 56.

65. ADDENDA / CLARIFICATION

All inquiries/questions regarding this bid conditions must be submitted in writing, to the appropriate person, and must be received by the District at least five (5) days, excluding holidays and weekends, prior to the date and time of the bid opening. Responses will be communicated in writing to all recipients of the bid. Inquiries received after the date and time stated above will not be accepted and will be returned to the sender without response. When communicating always refer to the applicable bid number.

All inquiries/questions regarding the bid must be forwarded to:

Susan Chan
Purchaser
Purchasing Department
San Francisco Unified School District
135 Van Ness, Room 123
San Francisco, CA 94102



SFUSD SAN FRANCISCO
PUBLIC SCHOOLS

**BOTTLED WATER AND DISPENSER
JULY 1, 2011 – JUNE 30, 2012
PRICE AGREEMENT PROPOSAL NO. 2554**

BID SHEET

ITEM DESCRIPTION	UNIT PRICE
3-GALLON BOTTLED WATER (Estimated yearly usage 250)	_____
5-GALLON BOTTLED WATER (Estimated yearly usage 6,000)	_____
DISPENSER NON-ELECTRIC MONTHLY RENTAL (Estimated usage 290)	_____
DISPENSER COOK/COLD MONTHLY RENTAL (Estimated usage 125)	_____
DISPENSER HOT/COLD MONTHLY RENTAL (Estimated usage 945)	_____
DISPENSER H/C COMPARTMENT MONTHLY RENTAL (Estimated usage 5)	_____
DISPENSER REFRESHMENT CENTER MONTHLY (Estimated usage 15)	_____
PAPER CUPS FLAT BOTTOM 5 OZ. / 100 PER TUBE (Estimated yearly usage 1000)	_____
ENERGY SURCHARGE	_____

***INFORMATIONAL PRICING**

Please list pricing for other items that are not included. This will not be part of the evaluation process.

OTHER _____



SFUSD SAN FRANCISCO
PUBLIC SCHOOLS

**BOTTLED WATER AND DISPENSER
JULY 1, 2011 – JUNE 30, 2012
PRICE AGREEMENT PROPOSAL NO. 2554**

BID SHEET

PAYMENT TERMS: _____

VENDOR NAME: _____

ADDRESS: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

PHONE NUMBER: _____

TOLL-FREE PHONE #: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____



SFUSD SAN FRANCISCO PUBLIC SCHOOLS

VENDOR INFORMATION SHEET

BUSINESS INFORMATION:

Business Name:

Primary Place of Business: Address

City State Zip Code

Contact Information: Name:

Phone: Fax:

Cell: Email

Federal Employer Identification No.
(Please attach a copy of W-9)

COMMODITY:

TYPE OF BUSINESS:

- Sole Proprietorship
- Partnership
- LLC
- Corporation

DO YOU QUALIFY AS A MINORITY VENDOR? Yes No

IF YES: MBE (Minority Business Enterprise) WBE (Women Business Enterprise) LBE (Local Business Enterprise)

PLEASE PROVIDE A COPY OF MBE OR WBE CERTIFICATION AND/OR MINORITY-OWNED SAN FRANCISCO LOCAL BUSINESS ENTERPRISE CERTIFICATE NUMBER.

HRC #
(City & County of San Francisco Human Rights Commission)

PLEASE SUBMIT VENDOR INFORMATION SHEET WITH SUPPORTING DOCUMENTS TO:

San Francisco Unified School District
Purchasing Department
135 Van Ness Avenue, Room 123
San Francisco, CA 94102
Telephone: (415) 241-6468 Facsimile: (415) 241-6487

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not send to
the IRS.

Please print or type See Specific Instructions on page 2.	Name (As shown on your income tax return)	
	Business name if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership ▶) <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social Security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions.-You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a U.S. person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

(Continued -)