REQUEST FOR PROPOSAL

CAFETERIA REDESIGN FURNITURE, ASSEMBLY, & INSTALLATION
RFP No. CRF-2019
PROPOSITION A 2016 BOND PROGRAM
SFUSD Project No. 11994

MAIL OR DELIVER BIDS TO:
San Francisco Unified School District
Purchasing Department
RFP No. CRF-2019
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

BID DUE DATE AND TIME
April 4, 2019 - 2:00 P.M. PST

- Please go to the following link to view and download the bid package.
- Please look for “Cafeteria Redesign Furniture, Assembly, & Installation” section under “Current RFPs, RFQs, RFOs & RFIs”. All related documents for this RFP will be posted here.
- Competitive proposals for the specified material and/or service must be received by the San Francisco Unified School District, Purchasing Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, bidders are required to respond according to the instructions indicated in the RFP. Bidders will respond utilizing the format, forms and other criteria indicated in the RFP.
- Bidder responses that do not comply with the format, forms and other instructions indicated, may be rejected.
- The District reserves the right to refuse any and all bids, and to waive any irregularities or informalities in any bid or in the bidding.
- Proposals transmitted by facsimile, email or other electronic communication will not be considered. Bidders are recommended to use a freight carrier that has tracking capabilities. Proposals received after the due date and time will be rejected.
- To preserve the integrity of this RFP, the Bidder is requested not to contact any individual, within the District, other than the purchaser of this solicitation.
Proposition A 2016 Bond Program  
Project No.11994  
Request for Proposal  
RFP No. CRF-2019  
San Francisco Unified School District Student Nutrition Services  
Cafeteria Redesign Furniture, Assembly, & Installation

The San Francisco Unified School District (SFUSD) Student Nutrition Services is soliciting proposals from responsible vendors to supply cafeteria furniture. The District hereby invites all interested vendors to submit a bid to furnish all labor, requested materials, and any other related items required for performance under the RFP. Bidder responses that do not comply with the format, forms and other criteria indicated, may be ruled non-responsive.

To preserve the integrity of the RFP, we request that prospective bidders must not contact any District representatives, except those designated on the RFP, prior to the publication of the District’s intent to award. Please note that inappropriate contacts by a prospective bidder may subject the bidder to disqualification from the contract award process.

The District reserves the right to reject any and all bids. The District plans to award to one vendor only on the merit of best value for equipment and/or services. The intent to award of the proposal will be posted on the District’s website. The award resolution will be submitted for approval to SFUSD Board of Education at the public Board meeting on Tuesday, May 14, 2019.
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I.  **Timeline**

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II. PURCHASE AGREEMENT PROPOSAL

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

BIDS WILL BE OPENED AT 2:00 P.M. PST, APRIL 4, 2019

AT: SAN FRANCISCO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
135 VAN NESS AVENUE, ROOM 123
SAN FRANCISCO, CA 94102
TEL: 415-241-6468
FAX: 415-241-6487
RFP NO: CRF-2019
DATE: March 7, 2019

DELIVER BID, properly executed, to Purchaser, prior to opening time, in sealed envelope with RFP Number and Commodity inscribed hereon.
(Include one signed copy of Page 4; retain Bidder’s Duplicate copy for your file).

Upon receipt of Purchase Agreement Acceptance, the undersigned hereby promises and agrees to furnish all articles or services within the dates specified, in the manner and form and at the prices herein stated in strict accordance with the advertisement, specifications, proposals, 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 to do so. (One or more partners sign)

________________________________________________________________________

IF CORPORATION, execute here:
The undersigned certify that they sign this purchase agreement with full and proper authorization to do so.
Corporate Name _______________________________

Signed ____________________________ Title ____________________________

Signed ____________________________ Title ____________________________

Incorporated under the laws of the State of
Do you have an affirmative Action Policy? ____________
III. Introduction

The San Francisco Unified School District (SFUSD), founded in 1851, is the seventh-largest school district in California, educating over 57,000 PreK-12 students across 132 schools. SFUSD’s mission is to provide each and every student the quality instruction and equitable support required to thrive in the 21st century. Our vision is that every student who attends SFUSD schools will discover his or her spark, along with a strong sense of self and purpose. Each and every student will graduate from high school ready for college and career and equipped with the skills, capacities and dispositions outlined in SFUSD’s Graduate Profile. To achieve this vision, SFUSD has identified specific strategies in Transform Learning, Transform Lives for Classrooms, Schools, Central Offices, and Policy & Governance.

Student Nutrition Services is the largest public food service program in the City of San Francisco, serving over 6 million meals and snacks annually. Our mission is to nourish students every day with quality food that enables them to live healthy lives and thrive inside and outside the classroom, and to innovate and strengthen SFUSD’s school food ecosystem. SFUSD recognizes the importance of nutritious school meals in supporting student learning, closing the achievement gap, and creating a more equitable food system.

Student Nutrition Services is committed to providing fresh, healthy, and delicious food and a school meal program that excites and engages all students to enable students to meet their fullest potential. We believe that access to appealing, healthy food is a critical way to reduce the health inequities and improve health outcomes within San Francisco, and are particularly targeting the district’s most underserved populations to ensure they have access to three exciting and enjoyable meals a day.

Dining Space Redesigns are a key initiative to realizing Student Nutrition Services vision, working directly with students and school communities to create welcoming dining spaces that reflect each school’s identity. Since 2014, Student Nutrition Services has completed 23 dining space redesigns including new furniture, wall graphics, and interactive elements, and is now bringing this project to scale. In SY 2019-20, SNS aims to complete 21 new sites, as we work towards redesigning all 120 school dining spaces across this district. San Francisco Unified School District is seeking a vendor to provide cafeteria furniture for these dining space redesigns.
IV. GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. **DEFINITIONS**

   “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.

2. **PURCHASE AGREEMENT PROPOSAL**

   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. Prices should be clearly written by typewriter or pen and ink.

3. **DELIVERIES**

   F.O.B. destinations in San Francisco, inside delivery required

4. **PURCHASE AGREEMENT – INTERPRETATION – ASSIGNMENT**

   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.

   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.

   Purchase Agreement awarded under this proposal may be assigned only with the approval of the Purchaser.

5. **INFRINGEMENTS – INDEMNIFICATION**

   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.

   a. 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.

6. **INSPECTIONS**

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

7. **CONDITION OF ARTICLES**

   Articles offered and furnished must be new and previously unused, and of manufacturer’s latest model, unless otherwise specified herein.

8. **FAILURE TO DELIVER**

   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.

9. **PRICE LISTS – DISCOUNTS FROM**

   Bids will be considered offering discounts from a price list other than specified provided the alternate price list can be readily compared on an overall basis with the specified price list.

   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.
10. **OPENING OF BIDS** The Purchaser will open bids at the hour and place stated in the advertisement in the presence of all bidders who attend. Bidders may inspect the bids after tabulation.

11. **FIRM PRICES** 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.

12. **AWARDS** The Purchaser will award to one vendor in an aggregate of all items. The Purchaser reserves the right to reject any and all bids, to waive any irregularities or informalities in any bid or in the bidding.

13. **CASH DISCOUNTS** 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 vendors 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.
   d. 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 13B and 13C above, unless otherwise provided by bidder.
   e. 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.

14. **TAXES** 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.

15. **TERM BID – QUANTITIES** 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.

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.

16. **PAYMENT** Payment by the District will be made for services satisfactorily performed by the Contractor after receipt of properly documented invoices.

17. **TERM OF AGREEMENT** The term of the Contract shall be from May 15, 2019 to May 14, 2020, for one full year. This Contract may be extended for a period or periods of up to two (2) additional years by mutual agreement.

18. **TERMINATION** In the event the Contractor fails to perform any of its obligations under the Contract, the District through the Purchaser may terminate the Contract, 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.

The District may terminate the Contract in whole or in part for its convenience by giving 30 days written notice of its intent.

19. **ASSIGNMENT** 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. 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.

20. **INDEPENDENT CONTRACTOR** 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 the Contract. 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.

21. **INCIDENTAL AND CONSEQUENTIAL DAMAGES** The Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

22. **BUDGET AND FISCAL PROVISIONS** 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, the Contract 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.

23. **CONFLICT OF INTEREST** Contractor understands the following and certifies that it does not know of any facts which constitutes a violation:

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.

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.

24. **proprietary or confidential information of the district** The Contractor understands and agrees, that in the performance of the work of services under the Contract, 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 Contract. The Contractor shall exercise the same standard of care to protect such
information as is used to protect its own proprietary data.

25. **MODIFICATION OF AGREEMENT**

   a. The Contract 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.

      Proposers must execute District’s contract, incorporated herein as Attachment H, upon award
      of bid. Attachment H may not be modified or cancelled, nor may compliance with any of its terms
      be waived, as part of proposer’s bid. Modification to or cancellation of any term of Attachment H
      as part of a proposer’s bid may be grounds for the District finding a bid non-responsive.

   b. 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:

      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

      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.
      No oral statement of any person whomsoever shall in any manner or degree modify or otherwise
      affect the terms of the Contract.

      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.

26. **ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION** Should any question arise as to
    the meaning and intent of the Contract, 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.

27. **AGREEMENT MADE IN CALIFORNIA: VENUE** The formation, interpretation and performance of the
    Contract 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 the Contract shall be
    in San Francisco.

28. **LAWS AND REGULATIONS** Articles and services covered by the 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 the Contract shall be found to be illegal or
    unenforceable, notwithstanding, the Contract shall remain in full force and effect and such term or
    provision shall be deemed stricken.

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

30. **NON-DISCRIMINATION** 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.

31. **BANKRUPTCY** 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 the Contract 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.

32. **INSURANCE** 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 be 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 the Contract, 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.

33. **CONTRACTOR’S DEFAULT** 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 the Contract. Such a termination shall not waive any other legal remedies available to the District.

34. **FILING OF PROTESTS** Protests relating to the content of this Request for Proposal (RFP) document must be filed within ten (10) calendar days after the date the RFP is first advertised. Protests relating to a recommendation for award solicited by this RFP must be filed by an “interested Party” within five (5)
business 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.
V. SPECIAL CONDITIONS & REQUIREMENTS

1. SCOPE OF SERVICES

The selected vendor will be provided with pre-selected furniture packets, and will be responsible for the complete delivery and installation of the furniture on site. This contract will consist of the installation of cafeteria furniture in up to 21 schools with the following rough installation timeline.

- 6 schools: August 2019
- 10 schools: December 2019
- 10 schools: Summer 2020

The timeline and number of schools is for informational purposes only, and the specific dates and quantities are subject to change.

2. BID FORMS

Complete the Bid Forms in Attachment A. Bidders must enter their bid prices on the Bid Sheets in Microsoft Excel and compute both the extended costs and the grand total.

The Bid Sheets can be found at the SFUSD website:

Please look for the Bid Sheets under “Cafeteria Redesign Furniture, Assembly, & Installation” section under “Current RFPs, RFQs, RFOs & RFIs”.

Bidder must bid on all items. If Bidder is unable to provide a price for an item, they will be required to provide an explanation in Attachment A.

Bid Sheet (Tab 1): Vendor must include the unit price of each listed product and extended cost for each line item. In separate line items, the vendor must specify sales tax (8.50%) and total dollar amount. Bidders must show the unit price for each item, extended cost, and grand total of all items in this proposal. Bidders must state the brands and item numbers to be furnished if different from the one specified. Bid form(s) indicating No-Bid, on a particular line item, are to be submitted as No-Bid; (NB) is to be clearly stated on a specific item where a bid is not being offered. If the vendor does not submit a bid for an item, they will need to provide in writing why they are not able to do so.

Installation Scenarios (Tab 2): This includes three school installation scenarios. Bidders must provide the unit price of each listed product and the extended cost for each line item, as well as the cost of freight, installation, other associated fees, and the total cost for each scenario. The Bidder will be required to provide an explanation for all fees listed under “Other.”

Completed Bid Sheets should be saved on a USB flash drive and submitted in a separate, clearly marked sealed envelope as follows “BID FORMS.” Please do not submit paper Bid Sheets. The envelope with Vendor’s pricing information will be opened after the Vendor’s Qualification Points have been scored.

Bidders who do not respond to all of the requirements/instructions stated in this Request for Best Value Proposal may be deemed non-responsive and their bid may be rejected. To receive full consideration, a proposal must be unqualified and unconditional.

The quantities and items listed on the Bid Forms (Attachment A) are for bid purposes only. The actual quantities and products to be purchased under the Contract will be dictated by the actual needs of the District and both are subject to change.

The School District reserves the right to order more or less quantities as needed. Prices bid shall apply regardless of the quantity ordered or on new units due to discontinued items.
Bid Price Formula:

Total Bid Price = [Total Proposed Prices] + [Average Freight/Installation/Other Fees*21]

The total bid price will be calculated based on the following formula including the total proposed prices indicated in the Bid Sheet (Tab 1) + the average freight and installation costs (from Installation Scenarios (Tab 2)) multiplied by the projected number of schools (21).

3. **BRANDS AND ALTERNATES** The brands listed on the bid sheet are those currently used by the District. When a particular brand is named in connection with any item, it is named as a standard of quality and utility. A Bidder may submit an alternative product of equal or greater quality. If not offering the specific article named, the alternate item must state the brand with its item number on the Bid Sheet. The bidder should enclose with bid full information, specifications and descriptive data for all alternative products listed.

The Purchaser shall be the sole judge as to whether such alternate articles are acceptable. 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.

4. **SAMPLES** Bidders are allowed to provide a sample for any alternative products included on the bid sheet. Samples may be inspected at a place designated by the Purchaser. Those submitted by successful bidders may be retained for testing or checking against deliveries, in which case allowance will be made to Contractor.

Each sample shall be plainly marked in a durable manner with the name of the bidder; the RFP number, and the item number. Submitted sample will be assumed exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder. The Purchaser will determine sufficiency of sample.

5. **DISCONTINUED ITEMS** If after contract award, contract items in the bid are discontinued from a manufacturer's line, substitutions may be made only upon the approval of the Purchaser. Contractors will work with the District to identify comparable alternatives products. Full information, specifications and descriptive data must be provided for any proposed alternative items. All pricing, terms and conditions of the discontinued model will apply to new unit. The substituted unit must meet or exceed the specifications of the discontinued model, and contain all features of the replaced model. Additional features will be accepted at no extra cost.

6. **INSTALLATION REQUIREMENTS** Inside delivery, install, and set in place is required. The installation should include unpacking/unboxing, setting in place, and removal of all packaging and debris. Furniture must be assembled prior to delivery (Attachment B). Furniture should be set up, wiped down, and ready for use upon completion. Vendor is responsible for returning to the school site to address any issue with the furniture that arise as relating to the installation, including loose bolts, malfunctioning, or other.

   a. Work Area: The contractor, at all times, will keep the assembly area free of accumulation of waste material or rubbish. The contractor shall protect floors, walls, doors, and openings during delivery and installation. The contractor shall walk the site with the District representative prior to start of work to discuss and identify lay down and assembly areas, delivery routes, and methods to protect building surfaces. Prior to completion of the assembly, supplier will remove any debris, tools, materials and equipment from the premises that are not property of the District. Upon completion of the assembly, the contractor shall leave the work area, and surrounding premises in a clean and neat condition, satisfactory to the District site staff.

   b. Set in Place: The contractor will relocate the assembled furniture to a designated location specified on the specification sheet or as directed by the District representative.
7. **DELIVERY REQUIREMENTS.** Delivery will be performed by the vendor at various SFUSD schools throughout the City, as specified by the Purchaser.
   
a. To ensure there is no conflict with the delivery of items, the vendor shall coordinate the delivery date, delivery location, and installation schedule of items with SFUSD Student Nutrition Services designated representative(s)
   
b. Items will be directly delivered to cafeterias at specified school sites
   
c. Delivery is expected to occur outside of mealtimes and other school activities using the cafeteria.

8. **WAREHOUSING REQUIREMENTS** Vendor will need to warehouse all items until final delivery. SFUSD does not have storage facilities and cannot accept items prior to final delivery.

9. **EXPERIENCE WORKING WITH K-12 SCHOOL DISTRICTS** Bidder must demonstrate evidence of successfully supplying cafeteria furniture to K-12 School Districts. Bidder will provide references from at least three (3) companies or organizations to which bidder provides or has provided products and services that substantiate that bidder meets the requirements of this Request for Best Value Proposal. SFUSD requires that one of the three references be a Public K-12 School District and prefers multiple Public K-12 School District references. The reference contacts provided must have direct knowledge of the bidder’s provision of such products and services. Bidders must fill out every field in the attached Reference Form and Questionnaire (Attachment D). Failure to submit this evidence may result in rejection of a bidder’s proposal.

   Bidders are advised that the District reserves the right to reject a proposal from a bidder who cannot demonstrate the ability to provide the services required. Past service and delivery performance with an organization of similar size and scope of work may be a factor in the determination of award against this request. Bidders' past performance practices and service to the District, if any, will be examined. Bidders who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible bidder, thereby disqualifying the bidder from contract award.

10. **CUSTOMER REFERENCES** The vendor must provide at least three references that are of school districts that they have partnered with on projects of similar scope (Attachment D). The vendor shall include customer organization name, customer contact information (email and phone number), contact’s role in the organization, and a brief description of the project.

11. **WARRANTY** The contractor/manufacturer or his assigned agent shall guarantee the product or service performed against all defects or failures or materials and workmanship for a minimum period of one (1) year from invoice date. The supplier agrees to replace said defects or failures of materials and workmanship promptly at no charge to the District within the one-year period. Where applicable, all merchandise must be warranted to be in compliance with the minimum requirement section of the bid.

**Additional Requirements**

12. **COMPLIANCE WITH ORDINANCE 211-17** If applicable, vendors must note and comply with Ordinance 211-17, which amends the Environment Code to ban the sale in San Francisco of upholstered furniture and juvenile products made with or containing an added flame retardant chemical. Upholstered furniture sold in San Francisco will need to have the TB 117-2013 label and SB 1019 language with an X next to “contain NO added flame retardant chemicals.” Below are label examples required for these covered products:
13. **REPRESENTATION** The bidder/contractor shall have a knowledgeable Northern California representative available to assist the District with all aspects of service regarding the manufacturer’s product. Said representative will be available during normal business hours, Monday through Friday, and will respond to request from the District within twenty-four (24) hours of request.

14. **FINGERPRINT CLEARANCE** As required by Assembly Bills 1610 and 1612, fingerprint clearance, obtained from the Department of Justice, for the Contractor and his/her employees who will have more than "limited contact" with students, will be submitted to the San Francisco Unified School District prior to commencement of service. The District shall, in its sole discretion, be the final arbitrator of whether the Contractor’s contact with students will be limited. Criminal Background Check/Tuberculosis Clearance Written Certification Form attached hereto as Attachment F.

15. **DISCLOSURE REQUIREMENT** Contractor will submit to the District a list of all of Contractor's employees (including owners) who are also current SFUSD Board members or employees, or former SFUSD Board members or employees in the last two years. Contractor will submit the attached "Contractor's Disclosure Form Regarding SFUSD Officials" attached hereto as Attachment G. Contractor will update this form with SFUSD, as needed, during the term of this Agreement. Exception: Public agencies that provide contract services to the District are not subject to this disclosure requirement.
VI. **Best Value Selection Process**

1. **QUALIFICATION CATEGORIES** The contract will be awarded to the “best value” procurement. In determining the award, the District will weigh proposals based on:

   1. Total bid price (Attachment A)
   2. Experience working with K-12 public school districts (Attachment C);
   3. Robust, efficient, and responsive installation (Attachment E)
   4. Overall responsiveness to the RFP requirements

2. **EVALUATION SCORING** The bids will be evaluated based on the following criteria, as outlined in Section V. Special Conditions & Requirements.

<table>
<thead>
<tr>
<th>Qualification Categories</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total bid price</td>
<td>50</td>
</tr>
<tr>
<td>2. Experience working with K-12 public school districts</td>
<td>45</td>
</tr>
<tr>
<td>3. Robust, efficient, and responsive installation</td>
<td>45</td>
</tr>
<tr>
<td>4. Overall responsiveness to the RFP requirements</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>150</strong></td>
</tr>
</tbody>
</table>

The Evaluation Committee will be comprised of key stakeholders within Student Nutrition Services. The Evaluation Committee will score proposals based on evaluation and analysis of each of the criteria outlined in Section V. Special Conditions & Requirements. The Evaluation Committee will tabulate scores of the total cost and additional submitted documents and interviews with provided references. They will then rank the Vendors, starting with the Vendors receiving the highest total score, then continuing with the Vendors receiving the second highest total score, and so on. The Vendor with the highest score will be identified as offering best value, eligible to proceed with the award of the contract, if an award is made. The District reserves the right to reject all bids. The District also reserves the right to waive informalities and minor irregularities in bids received.

The award, if made, will be within five (5) days of the approval by the Board of Education. If the bidder to whom an award is made fails or refuses to execute the Contract and provide the required bonds, certificates, licenses and permits within fifteen (15) days of the award, the District may declare the bidder’s bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract. The District may award the contract to the next lowest responsive bidder, reject all bids, call for new bids or disqualify the bid. The District reserves the right to inspect any bidder’s plant, fleet, and equipment to determine bidder preparedness prior to making an award.
VII. Submittal Requirements

1. **SUBMITTAL REQUIREMENTS**

   One (1) original, two (2) hard copies, properly marked, of the completed proposals, excluding Bid Forms (Attachment A), must be submitted. One (1) electronic copy of the Bid Forms (Attachment A) including the completed Bid Sheets and Installation Scenarios in Microsoft Excel format via USB drive, sealed, and marked “BID FORMS” must be submitted. All proposals must be marked accordingly and signed in blue ink by a person authorized to act on behalf of the firm and mailed, or delivered, to:

   San Francisco Unified School District  
   Purchasing Department  
   RFP No. CRF-2019  
   135 Van Ness Avenue, Room 123  
   San Francisco, CA 94102

   Proposals must be received by the due date and time specified in the timeline, Page 3, “RFP Due Date and Time”. Proposals received after the date and time indicated will be rejected.

2. **DOCUMENTS REQUIRED AT TIME OF BID SUBMISSION**

   The proposal response package must be submitted in its entirety to include the following completed items:
   1. Proposal Identification Statement - Cover Letter
      - The vendor should provide the organization name, mailing address, and primary contact information
   2. Purchase Agreement Proposal Form (Page 4)
   3. Bid Forms (Attachment A) properly completed in Microsoft Excel in a USB drive, sealed separately, and marked “BID FORMS”
   4. Furniture Installation Process Questionnaire (Attachment B)
   5. Experience with K-12 Public School Districts Questionnaire (Attachment C)
   6. Reference Form (Attachment D)
   7. All other supporting documents as required by the District

3. **POST AWARD DOCUMENTS REQUIRED**

   1. Insurance Certificates and Endorsements
   2. Criminal Background Check/Tuberculosis Clearance Written Certification Form (Attachment F)
   3. Contractor’s Disclosure Form Regarding SFUSD Officials (Attachment G)
   4. All other supporting documents as required by the District

4. **INQUIRIES AND CONTACTS**

   All inquiries/questions and communications in reference to this RFP are to be directed to:
   **Norman Liang, Purchaser**  
   Purchasing Department  
   RFP No. CRF-2019  
   135 Van Ness Avenue, Room 123  
   San Francisco CA 94102  
   Tel. No. (415) 241-6468 ext. 1606  
   Fax No. (415) 241-6487  
   Email: liangn@sfusd.edu
All questions must be submitted in writing on or before the due date and time specified in the Timeline on Page 3, Question Submission Deadline. No questions/inquiries will be entertained after this date. The preferred communication is email, although questions/inquiries may be sent via regular mail or facsimile. All communication shall be sent to the purchaser’s attention and include the above highlighted information on the outside of the parcel/envelope.

VIII. Attachments

- Bid Forms (Attachment A)
- Furniture Installation Process Questionnaire (Attachment B)
- Experience with K-12 Public School Districts Questionnaire (Attachment C)
- Reference Form (Attachment D)
- Evaluation Scoring Matrix (Attachment E)
- Criminal Background Check/Tuberculosis Clearance Written Certification Form (Attachment F)
- Contractor’s Disclosure Form Regarding SFUSD Officials (Attachment G)
- Sample Contract Agreement (Attachment H)
Bid Forms

(Attachment A)

The Bid Forms to be completed consists of two separate tabs that must be completed by the Bidder.

See Section IV.2 Bid Forms for instructions.

Bidder must bid on all items. If Bidder is unable to provide a price for an item, they will be required to provide an explanation in Attachment A.

In Bid Sheet (Tab 1), Vendor must include the unit price of each listed product and the extended cost for each line. In separate line items, the vendor must specify sales tax (8.50%) and total cost.

Installation Scenarios (Tab 2) includes three different school installations based on school size. Bidders must provide the unit price of each listed product and the extended cost for each line, as well as the cost of freight, installation, sales tax (8.50%), other associated fees, and the total cost for each scenario. The freight cost should include all shipping & handling/freight, and inside delivery to location. Installation includes unpacking/unboxing, assembly, setting in place, and removal of all packaging and debris.


Please look for the Bid Forms under “Cafeteria Redesign Furniture, Assembly, & Installation” section under “Current RFPs, RFQs, RFOs & RFIs”.

Bid Sheet (Tab 1):

1. If not providing a bid for any items on the Bid Sheet, please provide an explanation here:

   Item:
   Explanation:

   Item:
   Explanation:

   Item:
   Explanation:

2. For any items Bidders must state the brands to be furnished if different from the one specified.

Installation Scenarios (Tab 2):

1. If entered price under "Other", please list here what is included in this cost:
Furniture Installation Process Questionnaire  
(Attachment B)

The installation should include unpacking/unboxing, setting in place, and removal of all packaging and debris. All furniture should be assembled prior to delivery. This installation statement will become a part of the contract. The processes outlined herein will be relied upon.

Please provide a brief overview of the vendor’s installation process including:

1. Detail all party(s) responsible for the installation - is this in house or contracted?
   
   a. If contracted - please provide the name of the contractors used and the number of years you’ve worked with them

2. Please describe the installation process, including when and where the furniture is assembled, and the amount of time required onsite for the installation.

3. What is the average expected lead time for furniture?

4. Please describe all company policies about fixing issues with the furniture as related to the install of these new items.
Experience with K-12 Public School Districts Questionnaire
(Attachment C)

1. Please describe your company’s experience working with K-12 Public School Districts, including the number of districts served and length of time working with these districts.

2. What types of furniture, including brands and/or manufacturers do you offer for cafeteria specific furniture?

3. Please describe your company’s process for identifying new furniture options and providing samples?

4. Please describe your core leadership team and their experience working with the K-12 market. Resumes may be attached to this form, but are not required.
Reference Form
(Attachment D)

Bidders must be qualified and experienced in the type and volume of work specified. As proof of this, bidders must provide references from at least three (3) organizations to which bidder provides, or has provided cafeteria furniture. **SFUSD requires that at least one reference is a K-12 Public School District, and prefers that all three references are K-12 Public School Districts.** The contacts provided must have direct knowledge of the bidder’s performance. Bidders must fill out every field in this References Form. Failure to submit this evidence may result in rejection of a bidder’s bid. If bidder wishes to provide additional references meeting these requirements, a copy of this form may be used.

1. **Organization (K-12 Public School District Required):**
   Contact (Name & Title): ________________________________
   Address: _____________________    City & State: _____________________________
   Telephone: ___________________    Email: __________________________________
   Description of the furniture items bidder provided to the company:
   ____________________________________________________________________________
   ____________________________________________________________________________

2. **Organization (K-12 Public School District Preferred):**
   Contact (Name & Title): ________________________________
   Address: _____________________    City & State: _____________________________
   Telephone: ___________________    Email: __________________________________
   Description of the furniture items bidder provided to the company:
   ____________________________________________________________________________
   ____________________________________________________________________________

3. **Organization (K-12 Public School District Preferred):**
   Contact (Name & Title): ________________________________
   Address: _____________________    City & State: _____________________________
   Telephone: ___________________    Email: __________________________________
   Description of the furniture items bidder provided to the company:
   ____________________________________________________________________________
   ____________________________________________________________________________
## Evaluation Scoring Matrix
(Attachment E)

### Best Value Bid Proposal Scorecard

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Experience working with K-12 Public School Districts</td>
<td>45</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Firm provides three verifiable references, at least one of which is a public K-12 school district.</td>
<td>5</td>
</tr>
<tr>
<td>b.</td>
<td>Firm demonstrates recent and substantial experience working in the K-12 environment and knowledge of K-12 cafeteria products, which are verified by both the Firm and the references provided.</td>
<td>20</td>
</tr>
<tr>
<td>c.</td>
<td>Firm demonstrates recent and substantial experience providing the same services to large K-12 Public Districts.</td>
<td>15</td>
</tr>
<tr>
<td>d.</td>
<td>References strongly demonstrate Firm's ability to meet SFUSD's needs as outlined in the Best Value Bid Proposal.</td>
<td>5</td>
</tr>
<tr>
<td>2. Robust, efficient, and responsive installation</td>
<td>45</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Firm illustrates ability to meet needs specified in the contract including prebuild furniture offsite prior to installation, install, to set in place, and remove all packaging and debris.</td>
<td>15</td>
</tr>
<tr>
<td>b.</td>
<td>Demonstrated installation is quick, efficient, and non-intrusive to the school, as demonstrated by the Firm and the references provided.</td>
<td>15</td>
</tr>
<tr>
<td>c.</td>
<td>Firm demonstrates timely and responsive actions to fix and correct any issues related to the install of these new items.</td>
<td>15</td>
</tr>
<tr>
<td>3. Overall responsiveness</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Response demonstrates Firm's complete understanding of SFUSD's program, priorities, and needs as described in the Best Value Bid Proposal, and demonstrates ability to perform services to the District's satisfaction.</td>
<td>5</td>
</tr>
<tr>
<td>b.</td>
<td>Firm demonstrates a satisfactory performance record, a satisfactory record of integrity and business ethics, and necessary organization, personnel, experience, accounting and operational controls, technical skills, equipment and facilities to meet SFUSD needs.</td>
<td>5</td>
</tr>
</tbody>
</table>
San Francisco Unified School District  
Criminal Background Check/Tuberculosis Clearance Written Certification Form  
(Attachment F)

**To be completed by Contractor:**

| Name of Independent Contractor *: |
| Services to be performed under the Agreement*: |
| Schools/Locations where services are being performed*: |
| Total amount to be paid by the District Under this Agreement not to exceed*: |
| Term of Agreement*: |
| **FY 2020** |

*Provided for reference only; the provisions of the Agreement shall control in the event of any conflict with the language of this form.

Contractor shall check the applicable boxes and fill in any applicable blanks.

**CRIMINAL BACKGROUND CHECK**

1. [ ] Contractor/Contractor’s employees, agents or volunteers will **ONLY HAVE LIMITED OR NO CONTACT** with District students in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with District students in the performance of this Agreement.

2. [ ] Contractor/Contractor’s employees, agents or volunteers, **listed here/attached**, will have **MORE THAN LIMITED CONTACT** with District students in the performance of this Agreement. **INSERT NAMES OF INDIVIDUALS AND DATES OF CLEARANCE**

   (Attach and sign additional pages, as needed.)

   By checking this box, Contractor certifies that the employees, agents, volunteers noted above/attached have been fingerprinted under procedures established by the California Department of Justice and the FBI, and the results of those fingerprints reveal that none of these individuals has been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, and Contractor certifies that it has requested subsequent arrest notification for these individuals.

**TUBERCULOSIS CLEARANCE**

3. [ ] Contractor/Contractor’s employees, agents or volunteers will **ONLY HAVE LIMITED OR NO CONTACT** with District students (as defined by District).

4. [ ] Contractor/Contractor’s employees, agents or volunteers, **listed here/attached**, will have **MORE THAN LIMITED OR PROLONGED CONTACT** with District students (as defined by District) in the performance of this Agreement, and have a written TB clearance certification on file with Contractor. **INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE**

   (Attach and sign additional pages, as needed.)

**Further Certification by Contractor:** *I hereby certify on behalf of Contractor that the information provided herein is true and accurate. I further agree that during the term of this Agreement, if Contractor learns of additional information that differs from the responses provided above, including but not limited to hiring new personnel and/or notice of a subsequent arrest, Contractor will immediately forward this information to District. If Contractor receives any subsequent arrest notification, I certify that Contractor will immediately notify District and bar such employee/agent/volunteer from performing any services under this Agreement that involve any contact with students.*

Contractor Signature   Date        Administrator Signature   Date        SLT Member Signature   Date

Print name of Signatory        Print name of Administrator        Print name of Superintendent’s Leadership Team Member
San Francisco Unified School District
Contractor’s Disclosure Form Regarding SFUSD Officials
(Attachment G)

To be completed by Contractor:

1. Are any of Contractor’s employees (or owners) ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last one (1) year? (Check “Yes” or “No” as applicable.)

☐ NO. None of Contractor’s employees (or owners) are ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last one (1) year.

☐ YES. Contractor’s employees (or owners) listed in the table below are ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last one (1) year. (Complete the table below. The list may be continued on an additional page as needed.)

<table>
<thead>
<tr>
<th>NAME of current SFUSD employee/Board member within the last one (1) year, who is ALSO Contractor’s employee (or owner):</th>
<th>JOB TITLE(S) AT SFUSD of current SFUSD employee/Board member, or former SFUSD employee/Board member within the last one (1) year, who is ALSO Contractor’s employee (or owner):</th>
<th>DATE on which individual left SFUSD employment/Board. Or, if the individual is currently an SFUSD employee/Board member, write &quot;current.&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Are any of Contractor’s employees (or owners) ALSO retirees from California State Teachers Retirement Services (CAL STRS)? (Check “Yes” or “No” as applicable.)

☐ NO. None of Contractor’s employees (or owners) are retirees from CAL STRS

☐ YES. Contractor’s employees (or owners) listed in the table below are retirees from CAL STRS. By checking YES, I am also certifying that I have informed the employees/owners listed in the table immediately below that the CAL STRS Postretirement Earnings Limit for FY 2018-2019 is $45,022. (Per California Education Code Sections 22714, 24114, 24116, 24214, 24214.5 and 24215.) (List may be continued on added page as needed.)

<table>
<thead>
<tr>
<th>NAME Contractor’s employees (or owners) who are retirees from CAL STRS.</th>
<th>DATE on which such individual retired under CAL STRS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certification by Contractor:

On behalf of Contractor, I hereby certify that, to Contractor’s knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Agreement, if Contractor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current SFUSD employees or Board members, or former SFUSD employees or Board members or within the last one (1) year, Contractor will promptly update this form with the District.

Contractor’s Signature DATE

For SFUSD Office Use Only:

Received by: (SFUSD staff initials)

Date received:

(SAMPLE FORM)
CONTRACT AGREEMENT

BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT
AND

_________________________

This Agreement is dated for convenience _________ and is entered into between ________________, (hereinafter “Contractor”) and the San Francisco Unified School District (hereinafter “District”).

WITNESSTH, that the Contractor and the District, for considerations stated herein, mutually agree as follows:

1. SERVICES CONTRACTOR AGREES TO PERFORM
The Contractor shall provide the District with _____________________ to all requesting sites and administration offices as per bid No. ________, received and opened on ___________ consisting of signed Bid, General Terms, Instructions, Information, Contract Conditions, Special Conditions and Bid Sheet.

2. INFRINGEMENTS – INDEMNIFICATION
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.

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.

3. COMPENSATION
The Contractor shall be paid as per the bid. Requests for compensation shall be monthly, complete with a breakdown of charges and receipts as applicable. Payments shall be made in a reasonable time upon approval that services have been rendered in a professional and timely manner as set forth in Section 1 of this Agreement. The amount of money to be paid to the Contractor under this Agreement shall not exceed ___________. If the scope of work described herein is increased, the Agreement amount may also be increased provided that there is a prior written modification to the Agreement and a Board Resolution authorizing said increases. It shall be the responsibility of the Contractor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated.

4. TERM OF AGREEMENT
The term of the contract shall be from _________ award date, for one full year. This contract may be extended for a period or periods or up to four (4) additional years by mutual agreement.

5. INSURANCE
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 coverage’s 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.

6. TERMINATION

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.

The District may terminate this agreement in whole or in part for its convenience by giving 30 days written notice of its intent.

Upon receipt of written notice that this Agreement is terminated, the Contractor will submit an invoice to the District for an amount that represents the value of services actually performed up to the date of termination for which the Contractor has not previously been compensated as per Section 3. Upon approval and payment of this invoice by the District, the District shall be under no further obligation to the Contractor, monetary or otherwise.

7. CONTRACTOR’S DEFAULT

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 Section 6 herein. Such a termination shall not waive any other legal remedies available to the District.

8. ENTIRE CONTRACT

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 or of any provision hereof shall be valid unless made in writing and executed in the same manner as the Contract.

9. ASSIGNMENT

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.

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.

10. INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES

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.

11. INCIDENTAL AND CONSEQUENTIAL DAMAGES
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.

12. BUDGET AND FISCAL PROVISIONS
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.

13. CONFLICT OF INTEREST
Contractor understands the following and certifies that it does not know of any facts which constitutes a violation:

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.

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.

14. PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT
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 by 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.

15. MODIFICATION OF AGREEMENT
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.

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:

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

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, 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.
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.

16. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION
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.

17. AGREEMENT MADE IN CALIFORNIA: VENUE
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.

18. LAWS AND REGULATIONS
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.

19. SUBCONTRACTING
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.

20. NON-DISCRIMINATION
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.

21. BANKRUPTCY
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.