
ADDENDUM-3

Repair & Maintenance of Kitchen Equipment

IFB No. KER-1730900117

Posted: 10/11/2016

Bidders are advised, the following revision(s) have been amended to IFB No. KER-1730900117, and will supersede any original terms and/or conditions where mentioned throughout the IFB's proposal, all other terms and conditions remain the same.

The Addendum affects Section(s):

PERFORMANCE BOND, Page 36-38 of the Bid Package

AMENDED TO:

Please see amended PERFORMANCE BOND below.

The amended PERFORMANCE BOND had replaced "Meal Services Contract" with "Repair & Maintenance of Kitchen Equipment". Please use this updated form when submitting your bid.

Purchasing Department
Purchaser: Leon Ho
Phone: 415-241-6468 x 1607
Email: hol@sfusd.edu

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, San Francisco Unified School District (hereinafter referred to as "District") and _____ (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the services of _____ at _____ located in San Francisco, California (hereinafter referred to as the "Repair & Maintenance of Kitchen Equipment"); and

WHEREAS, Contractor is required by the terms of the Repair & Maintenance of Kitchen Equipment to furnish a bond for the faithful performance of all terms and conditions of the Repair & Maintenance of Kitchen Equipment;

NOW, THEREFORE, Contractor, as principal, and _____ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal sum of _____ DOLLARS (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Repair & Maintenance of Kitchen Equipment, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Repair & Maintenance of Kitchen Equipment, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
 - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Repair & Maintenance of Kitchen Equipment; and
 - 3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Repair & Maintenance of Kitchen Equipment, to Surety in accordance with the terms of the Repair & Maintenance of Kitchen Equipment or to a contractor selected to perform the Repair & Maintenance of Kitchen Equipment in accordance with the terms of the Repair & Maintenance of Kitchen Equipment with District.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of District, to perform and complete the Repair & Maintenance of Kitchen Equipment; or
 - 4.2 Undertake to perform and complete the Repair & Maintenance of Kitchen Equipment itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of Repair & Maintenance of Kitchen Equipment, arrange for a contract to be prepared for execution by District and the Contractor selected with District's concurrence, to be se-

cured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Repair & Maintenance of Kitchen Equipment, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Repair & Maintenance of Kitchen Equipment, incurred by District resulting from Contractor's Default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
 - ii. Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor default, and if Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Repair & Maintenance of Kitchen Equipment, and the responsibilities of District to Surety shall not be greater than those of the District under the Repair & Maintenance of Kitchen Equipment. To the limit of the amount of this Performance Bond, but subject to commitment by District of the Balance of the Agreement Price to mitigation of costs and damages on the Repair & Maintenance of Kitchen Equipment, Surety is obligated without duplication for:
 - 6.1 The responsibilities of Contractor for correction of the defective work, materials and equipment and completion of the Repair & Maintenance of Kitchen Equipment;
 - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure.
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Repair & Maintenance of Kitchen Equipment, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Repair & Maintenance of Kitchen Equipment, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. Surety hereby waives notice of any change, including changes of time, to the Repair & Maintenance of Kitchen Equipment or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be faxed as an item of costs.
10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

11. DEFINITIONS

- 11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Repair & Maintenance of Kitchen Equipment after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Repair & Maintenance of Kitchen Equipment.
- 11.2 Repair & Maintenance of Kitchen Equipment: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Repair & Maintenance of Kitchen Equipment.

CONTRACTOR, as principal

SURETY

By: _____

By: _____

Title: _____

Title: _____

Address:

Address:

Fax: _____

Fax: _____

Phone: _____

Phone: _____

DISTRICT

San Francisco Unified School District
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San Francisco CA 94102
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