



San Francisco Unified School District  
Purchasing Department

Invitation for Bid  
IFB No. D-010114

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**DAIRY BID**  
**Invitation for Bid**  
**IFB No. D-010114**

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**MAIL OR DELIVER BIDS TO:**

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

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**BID DUE DATE AND TIME**  
**DECEMBER 20, 2013 - 2:00 pm**

**Sealed bids for IFB No. D-010114 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 not be considered for Award.**

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

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**Bid Timeline**

**Date**

Bid Advertisement #1 .....	November 26, 2013
Bid Advertisement #2 .....	December 3, 2013
Questions submitted in writing.....	December 6, 2013
Question Response Posting.....	December 13, 2013
Bid Opening.....	December 20, 2013
Intent to Award.....	TBD
Board of Education Agenda Submittal Date .....	January 14, 2014

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**Term of Contract**

The term of the contract shall be from February 1, 2014 – January 31, 2015. This contract may be extended for a period or periods of up to two (2) additional years by mutual agreement.

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**SFUSD** SAN FRANCISCO PUBLIC SCHOOLS

**PURCHASE AGREEMENT PROPOSAL (Indefinite Quantity)**

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

**BIDS WILL BE OPENED AT 2:00 PM, December 20, 2013**

**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**

**PROPOSAL NO. D-010114**

**DATE: \_\_\_\_\_**

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

**PURCHASING DEPARTMENT**  
135 Van Ness Avenue, Room 123  
San Francisco CA 94102

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## **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 Purchase 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 February 1, 2014, 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 of 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.
- A. Proposers must execute District's contract, incorporated herein as Attachment A, upon award of bid. Attachment A 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 A. as part of a proposer's bid may be grounds for the District finding a bid-nonresponsive.
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 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 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 UNIFIED SCHOOL DISTRICT  
PURCHASING DEPARTMENT

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## **DAIRY PRODUCTS** **BID NO. D-010114**

### **SPECIAL CONDITIONS**

#### **59. PURPOSE**

The San Francisco Unified School District (SFUSD) is seeking bids from qualified suppliers for milk products for the Student Nutrition Department and Early Education Department.

#### **60. ESTIMATED CONTRACT VALUE**

The estimated value of this contract is approximately \$ 2,000,000.00. It is understood that the actual contract value will vary.

#### **61. TERM OF CONTRACT**

This contract shall run for one year, beginning on February 1, 2014 through January 31, 2015. The contract may be extended by mutual agreement for two additional one-year periods.

#### **62. COMMERCIAL FREE/TOBACCO SUPPORT FREE SCHOOLS**

The Board of Education of the San Francisco Unified School District supports commercial-free and tobacco support-free educational settings. As a result, the San Francisco Unified School District will enter no agreements with vendors for exclusive access to student customers for soft drinks, snack foods or other products purchased by students. The schools will make every effort to make healthy snacks and healthy drinks available to students. It is the policy of San Francisco Unified School District that the sale of tobacco subsidiary products in all San Francisco schools, including the cafeterias, beaneries, student and teacher-run stores and vending machines are prohibited. The contract shall not furnish any products associated with or engaged in relationship with tobacco subsidiaries.

#### **63. DAIRY REQUIREMENTS**

Milk products shall be manufactured and packaged as defined in the state regulations governing the production and sale of milk and milk products, as published by the State Board of Health. Milk and milk products shall be pasteurized, homogenized and vitamin fortified. All products must conform to the provisions set forth in the federal, state, county and city laws for their production, handling, processing, marketing and labeling. Fat free (skim) milk 1%, and flavored milk may contain no more than 25 grams of sugar per 8 ounces including naturally occurring and added sweetener nor contain High Fructose Corn Syrup (HFCS). Case pack for 8 ounce units may not exceed 50.

Federal regulations require only domestic products are to be purchased for use in National School Meal Programs. This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include this information on their price sheet. Failure to include this information may result in product rejection at the vendor's expense.

The San Francisco Unified School District Board of Education passed a resolution in 1994 requiring all milk purchased and served by the District MUST BE FREE OF rBGH. The successful bidder is required to submit proof of and certification that the milk to be supplied does not contain rBGH nor comes from herds injected with rBGH.

#### **64. SCOPE OF SERVICES**

SFUSD Student Nutrition Services (SNS) oversees the administration and operation of the National School Lunch Program, School Breakfast Program and After School Snack Program. Approximately 6,000 breakfasts, 25,000 lunches

and 7,000 snacks are prepared daily and served at approximately 113 Elementary, Middle and High Schools. In addition, The SFUSD Early Education Department (EED) oversees the administration and operation of the Child and Adult Care Food Program serving approximately 2,000 breakfasts and 4,700 lunches year round in 47 EED Centers.

Vendor must provide inside milk delivery in refrigerated trucks to approximately 113 SNS locations but not limited to the number of deliveries per week and daily delivery to the EED Central Kitchen.

Milk must have at least a 10 day expiration date from date of delivery. All expired or spoiled products will be picked up for full credit. Orders supplied to the District and items that have passed their expiration date will be returned to the Vendor's driver for full credit when the next delivery is made.

Milk trucks are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor.

Milk crates will be maintained in a clean and sanitary condition stacked a maximum of 5 high in school refrigerators. Empty milk crates will be picked up daily at the time the milk delivery is made.

Successful vendor will be required to pick up empty milk crates when milk is delivered.

The winning Vendor must assign one dedicated customer service representative to assist during the term of this contract.

Vendor shall issue credit to the District for all products returned from the school sites, including cartons that leak or questionable products.

The successful vendor will be required to provide a delivery schedule outlining delivery days for each site, which shall be approved by the District. Vendor will be required to revise delivery schedule based on the needs of the District. See sample of Delivery Schedule.

Driver will be responsible for rotating milk products at each school site, moving the oldest code date to the front and restacking milk each time a delivery is made. If milk is due to expire within the next scheduled delivery, driver must replace milk or give full credit.

## **65. ORDERING**

All orders must be accepted until 2:00 PM for delivery the following day.

Orders must be taken over the phone by a live person and not a recording device. Vendor is required to provide a local or toll-free telephone number. Standing orders may be placed according to the needs of individual school sites. School sites can increase or decrease quantities by leaving the driver a written note. The driver must adjust and accommodate the order at time of delivery.

## **66. DELIVERIES**

Contractor's representatives driving motor vehicles on school grounds will use extreme caution during times when school is in session. Drivers entering or leaving school premises when school is not in session will be required to lock any gate or door to which they have access. Any unusual conditions noted by the Vendor's employee (vandalism, fire, water damage) should be reported to their immediate supervisor. The supervisor shall contact Student Nutrition Services during business hours to report any such occurrence.

Vendor may be required to deliver milk quickly in emergency situations.

All items must be delivered at 41 degrees Fahrenheit or below. Delivery must not be left on the floor next to a milk cooler or refrigerator. Delivery must never be left outdoors unattended.

Each delivery must be accompanied by a legible delivery receipt. Receipt to include: product identification, unit price, price extension and total price. Sufficient time must be allowed at time of delivery for adequate inspection of product. The District reserves the right to reject products delivered in error, not delivered according to specifications or of sub-

standard quality. No substitution of any product may be made without prior approval from Student Nutrition Services or Early Education Department. Vendor must secure authorization from the appropriate department for any ordered items that are not listed on this proposal. Verbal approval of any substitution must be confirmed and charged at the same bid price.

Vendor shall be responsible for all costs associated with delivery including drayage, freight, packaging, pallets and handling. No separate charges for the preceding will be allowed nor paid by the District.

Service during SFUSD holidays and vacations will be at reduced levels. Prior to any such reduction, the District representative will contact the Vendor to arrange for reduced service. The volume will drop to approximately one-fourth of the normal volume during these times.

Vendor shall maintain service and delivery of the products as required in the event of a labor dispute either at the school sites or the Vendor's place of business.

Vendor shall maintain service and delivery of the products required in the event of a major disaster either at the school sites or the Vendor's place of business.

All items must comply with the U.S. Pure Food and Drug Act, California Department of Agriculture Requirements and Ordinance of the City and County of San Francisco.

## **67. VENDOR'S EMPLOYEES/VEHICLES**

All Vendor personnel working under this contract shall be identified by a distinctive nameplate, emblem, patch or badge displayed on the outer garment in a visible location and approved by SFUSD. All vehicles shall have the name of the contractor prominently displayed and must be currently licensed throughout the term of this contract. All personnel shall be qualified and properly trained to perform the work required under this contract as well as completing the Criminal Background Check. Vendor shall at all times furnish and maintain a sufficient number of vehicles to perform the work of this contract. Trucks must be kept in good repair.

**68. VENDOR’S FACILITIES**

The Vendor’s employees, equipment and storage facilities must meet all federal, state, county, and city health code requirements. Proof of current compliance must be in public view at the Vendor’s facility. Upon request, the Vendor must provide documents supporting routine pest control maintenance of all facilities, both stationary and mobile, by a certified pest control operator. Inspection of vendors warehousing facilities may be a factor in determining bidder’s award.

**69. PRICE INCREASE/DECREASE**

The bid contains items which are sensitive to market fluctuations. Vendor agrees to secure monthly priced items and to provide written documentation to demonstrate any price fluctuations. Any price fluctuation must be submitted in writing to Student Nutrition Services, along with documentation a minimum of 5 working days prior to the end of the month.

Milk prices shall be adjusted to reflect any changes in the level of minimum prices for Class 1 daily components as announced by the California Bureau of Milk Stabilization. Such changes shall be measured at the minimum price for Class 1 price levels in effect at the time this proposal is submitted. Price adjustments for these products shall be expressed at the fourth decimal place per container size with flavored milk products receiving the same price adjustments as their unflavored counterparts.

**70. INVOICING**

Invoices shall be summarized by school on a monthly basis in a format approved by Student Nutrition Services and Early Education Department. These reports must be available to SNS no later than the 10th working day of the month following delivery. For budget and payment purposes, separate summary reports must be submitted for SFUSD Student Nutrition Services and SFUSD Early Education Department and mailed to the following locations:

Student Nutrition Services  
Zetta Reicker, Interim Director  
Student Nutrition Services  
841 Ellis Street  
San Francisco, CA 94109

Early Education Department  
EED Payment Process  
Accounting Department  
135 Van Ness Ave. Room 300  
San Francisco, CA 94102

Vendor must retain a copy of the signed delivery receipt. Driver is required to specify “Dark Stop” on receipt when delivery is made before regular business hours. Vendor must provide copies of receipt when requested by SNS.

Vendor Receipts shall contain the following: site account number, date, item number, description, quantity, unit price and extended totals. Failure to provide the above information may result payment delay.

**71. REPORTS**

Vendor must provide the District a monthly transaction report or any report that the District might require in conjunction with this proposal. All reports must include locations, items purchased, aggregate quantities, year-to-date purchase quantities per item and average unit cost or case cost. Reports must be submitted no later than the 10th of the ensuing month.

**72. BID BOND**

Accompanying each proposal shall be a cashier’s or certified check payable to San Francisco Unified School District, or an original Bid Bond for 10% of the total contract amount. Bond must be in the form provided (see enclosure) and must be executed by a surety company, which has obtained a Certificate of Authority (Admitted) from the California Department of Insurance. Any condition of limitation placed upon said check of any alteration of said form of bond, or imperfection in the execution thereof, as herein required, may result in the rejection of that proposal under which said check or bond is submitted. Said check or bond shall guarantee that the vendor, if awarded the contract will execute and delivered required Contracts, Bonds and Insurance requirements. Unsuccessful bidder’s cashier’s check, certified check



or bond will be returned within thirty (30) days upon approval of the Board to the successful bidder. Successful bidder's cashier's check, certified check or bid bond will be returned within thirty (30) days upon full execution of all contract requirements.

### **73. PERFORMANCE SURETY BOND**

Within fifteen (15) days after notification of intent to award letter, the successful Contractor must furnish the District a Performance Surety Bond in the amount of 100% of the contract value to guarantee the vendor will fulfill the obligation of the Contract. Bond must be for one (1) year, renewable yearly thereafter. Bond must be in the form provided.

### **74. CRIMINAL BACKGROUND CHECK/FINGERPRINTING**

The Contractor agrees to comply with Education Code Section 45125.1 et. Seq concerning fingerprinting employees and conducting criminal background checks through the California Department of Justice. (See attached form to be executed with the contract.) The District is extending this requirement to all types of Contractors if they are deemed to have more than limited contact with District students. The Contractor shall assume all expenses associated with these background checks and shall immediately remove any employee or agent from District property who has been arrested or convicted of any serious or violent felony, as defined by the California Penal Code, Sections 667.5 and 1192.7. The District shall be the final arbiter of what constitutes "limited contact".

### **75. SUSPENSION & DEBARMENT CERTIFICATION**

The corporation-bidder here in all contracts of \$100,000.00 or more for goods/services must complete a Suspension and Debarment Certification. This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Please see attached form to be duly signed and executed along with the contract.

### **76. REFERENCES**

Bidders must be qualified and experienced in the type and size of work as indicated by this bid. As proof of this, bidders must submit evidence that they have sufficient experience and financial capability to meet the needs of this contract by providing as references at least three jurisdictions or agencies served and have direct knowledge of the bidder's performance and provide the telephone numbers of contact persons at each reference. Failure to submit this evidence may result in rejection of a bidder's bid (see Reference Form Attached).

## **77. ADDENDA / CLARIFICATION/INQUIRIES**

All inquiries/questions regarding the bid conditions must be submitted in writing, to the appropriate person, and must be received by District at least ten (10) days, excluding holidays and weekends, prior to the date and time of the bid opening. Responses will be communicated on the SFUSD Website by December 13, 2013 (please refer to Navigation below). 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.

### **Navigation:**

[www.sfusd.edu](http://www.sfusd.edu) > Doing Business with SFUSD > Current Invitations for Bids > Invitation for Bids > Dairy Bid D-010114

Inquiries/questions in reference to the Bid Conditions are to be submitted in writing or by email to:

Evan Magante, Purchaser  
Purchasing Department  
San Francisco Unified School District  
135 Van Ness Avenue, Room 123  
San Francisco, CA. 94102  
FAX: 415-241-6487  
PHONE: 415 241-6468  
E-MAIL: MaganteE@sfusd.edu

## **78. PRE-AWARD DOCUMENTS REQUIRED**

- Completed and signed Purchasing Agreement Proposal
- Vendor Price sheet
- Suspension and Debarment Certification properly signed and executed
- Bid Bond properly signed
- Reference List
- rGBH Certification
- Bid Form

## **79. POST AWARD DOCUMENTS REQUIRED**

- Insurance, including Letter of Endorsement.
- Criminal Background Check form.
- All other supporting documentations as required by the District.
- If fulfillment of this contract requires any permits or licenses, copies of them will be required at this time.
- Performance Surety Bond

**BID SHEET  
DAIRY PRODUCTS #D-010114**

<b>SAN FRANCISCO UNIFIED SCHOOL DISTRICT</b>		<b>DATE:</b>	
<b>STUDENT NUTRITION SERVICES &amp; CHILD DEVELOPMENT PROGRAM</b>			
<b>STUDENT NUTRITION SERVICES</b>			
<b>DESCRIPTION</b>	<b>ESTIMATED YEARLY USAGE</b>	<b>UNIT COST</b>	<b>TOTAL</b>
1% LOW FAT MILK - 1/2 PINT	2,488,798	\$	\$
NON FAT CHOCOLATE MILK - 1/2 PINT	1,970,952	\$	\$
<b>TOTAL MILK COST</b>			\$
<b>EARLY EDUCATION DEPARTMENT</b>			
<b>ESTIMATED YEARLY USAGE</b>			
HOMOGENIZED WHOLE MILK - 1/2 GALLON	638	\$	\$
1% LOW FAT MILK - 1/2 GALLON	45,158	\$	\$
<b>TOTAL MILK COST</b>			\$

THE FOLLOWING INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND NOT PART OF THE ACUTAL BID. QUANTITIES ARE UNKNOWN AT THIS TIME:

NON-FAT WHITE HALF PINT	\$		
2% REDUCED FAT MILK - HALF PINT	\$		

**BY SIGNING BELOW, I ATTEST THAT I AM AN AUTHORIZED REPRESENTATIVE/AGENT, AND THAT I AM AUTHORIZED TO BIND THIS COMPANY CONTRACTUALLY .**

**COMPANY:**

**ADDRESS:**

**CITY, STATE, ZIP CODE:**

**TELEPHONE NUMBER:**

**CELLULAR PHONE NUMBER:**

**FAX NUMBER:**

**E-MAIL ADDRESS:**

**NAME:**

**TITLE:**

**SIGNATURE:**

**DATE:**

## MILK VELOCITY REPORT 2013

STUDENT NUTRITION SERVICES		Est. Del	1% White		Nonfat Chocolate Milk		Lactose free milk		TOTAL	
SITE #	SITE NAME	per week	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual
413	ALAMO ELEM	2	121	22,050	77	14,000			198	36,050
420	ALVARADO ELEM	2	67	12,200	104	18,900			170	31,100
431	APTOS MIDDLE	2	157	28,650	128	23,450			285	52,100
435	ARGONNE ALT ELEM	2	66	12,100	62	11,350			128	23,450
439	BALBOA HIGH SCHL	5	350	63,950	271	49,450			621	113,400
456	BRYANT ELEM	2	160	29,200	100	18,300	0	20	260	47,520
764	BURTON HIGH SCH	2	156	28,450	152	27,750			308	56,200
449	CARMICHAEL ELEM	2	256	46,650	126	23,000			382	69,650
625	CARVER ELEM	2	84	15,300	131	23,950			215	39,250
603	CEASAR CHAVEZ ELEM	3	129	23,550	198	36,100			327	59,650
872	CHIN ELEM	2	186	34,000	108	19,650			294	53,650
476	CHINESE ED CENTER	2	90	16,350	42	7,700			132	24,050
509	CHINESE IMMERSION ELEM	1	37	6,700	49	8,950			86	15,650
483	CIVIC CENTER ELEM	2	10	1,750	11	2,050			21	3,800
489	CLARENDON ALT ELEM	2	22	4,050	63	11,500			85	15,550
481	CLEVELAND ELEM	2	112	20,470	127	23,150			239	43,620
525	COBB ELEM	2	73	13,350	55	10,100			128	23,450
809	CREATIVE ARTS CHARTER	2	14	2,500	25	4,500			38	7,000
632	DENMAN MIDDLE	3	112	20,500	107	19,450			219	39,950
742	DOWNTOWN HIGH SCH	2	21	3,750	27	4,850			47	8,600
507	DREW ELEM	2	162	29,638	116	21,100			278	50,738
521	EL DORADO ELEM	2	127	23,150	115	21,050			242	44,200
529	EVERETT MIDDLE	2	88	16,050	101	18,350			188	34,400
537	FAIRMOUNT ELEM	2	82	15,050	70	12,800			153	27,850
539	FEINSTEIN ELEM	2	59	10,750	97	17,650			156	28,400
449A	FILIPINO ED CENTER	1	36	6,600	53	9,700			89	16,300
680	FLYNN ELEM	3	122	22,200	194	35,350			315	57,550
546	FRANCISCO MIDDLE	3	204	37,250	145	26,550			350	63,800
559	GALILEO HIGH SCH	5	548	100,000	204	37,250			752	137,263
562	GARFIELD ELEM	2	113	20,550	52	9,400			164	29,950
565	GATEWAY CHARTER	2	82	14,900	119	21,800			201	36,700
404	GIANNINI MIDDLE	2	152	27,750	75	13,600			227	41,350
575	GLEN PARK ELEM	2	116	21,100	123	22,500			239	43,600
589	GRATTAN ELEM	2	47	8,550	42	7,600			88	16,150
593	GUADALUPE ELEM	2	283	51,600	61	11,200			344	62,800
453	HARTE ELEM	2	158	28,800	98	17,950			256	46,750
614	HILLCREST ELEM	3	220	40,100	153	27,850			372	67,950
616	HILLTOP SCHOOL	2	25	4,600	20	3,600			45	8,200
607	HOOVER MIDDLE	2	155	28,300	81	14,800			236	43,100
466	INDEPENDENCE HIGH SCH	2	17	3,100	12	2,250			29	5,350
624	ISA HIGH SCH	2	56	10,250	42	7,600			104	18,904
644	JEFFERSON ELEM	2	87	15,900	65	11,950			153	27,850
757	JUNE JORDAN HIGH SCH	2	103	18,850	147	26,750			250	45,600
544	KEY ELEM	2	100	18,250	73	13,350			173	31,600
710	KING ML MIDDLE	2	95	17,350	84	15,400			179	32,750
658	KIPP BAYVIEW	2	85	15,500	85	15,500			170	31,000
664	LAFAYETTE ELEM	2	109	19,927	93	16,950			202	36,877
670	LAKESHORE ALT ELEM	2	155	28,322	83	15,100			238	43,422
490	LAU GORDON ELEM	5	481	87,763	175	32,012			656	119,775
676	LAWTON ALT SCHOOL	2	122	22,350	77	14,000			199	36,350
634	LICK JAMES MIDDLE	2	95	17,400	105	19,100			200	36,500
479	LILIENTHAL ALTERNATIVE	2	19	3,550	45	8,150			64	11,700
479A	LILIENTHAL ELEM	2	15	2,750	47	8,500			62	11,250
405	LINCOLN HIGH SCH	3	323	59,012	189	34,556			513	93,568
690	LONGFELLOW ELEM	2	116	21,250	188	34,250			304	55,500
697	LOWELL HIGH SCH	5	473	86,400	294	53,600			767	140,000
830	MALCOM X ELEM	2	66	12,000	70	12,850			136	24,850
618	MANN MIDDLE	2	121	22,150	174	31,750			295	53,900

MILK VELOCITY REPORT 2013

708	MARINA MIDDLE	5	240	43,850	101	18,350			341	62,200
714	MARSHALL ELEM	2	72	13,200	70	12,700			142	25,900
853	MARSHALL HIGH SCH	3	309	56,400	122	22,300			431	78,700
549	MCCOPPIN ELEM	2	75	13,695	93	16,939	0	30	168	30,664
718	MCKINLEY ELEM	2	24	4,450	50	9,200			75	13,650
505	MILK HARVEY ELEM	2	49	8,900	50	9,050			98	17,950
722	MIRALOMA ELEM	2	31	5,650	62	11,400			93	17,050
724	MISSION ED CENTER	2	36	6,600	56	10,300			93	16,900
725	MISSION HIGH SCH	3	203	37,050	267	48,650			470	85,700
729	MONROE ELM	2	168	30,733	173	31,500			341	62,233
723	MOSCONE ELEM	2	185	33,700	97	17,650			281	51,350
650	MUIR JOHN ELEM	2	120	21,850	151	27,550	3	490	273	49,890
735	NEW TRADITIONS ELEM	2	27	4,850	35	6,300			61	11,150
651	O'CONNELL HIGH SCH	2	100	18,250	90	16,400			190	34,650
746	ORTEGA ELEM	2	85	15,450	82	14,900			166	30,350
638	PARKER ELEM	2	122	22,290	88	16,150			211	38,440
786	PARKS ELEM	2	153	27,900	115	21,000	2	404	270	49,304
569	PEOBODY ELEM	2	41	7,550	53	9,650			94	17,200
778	PRESIDIO MIDDLE	2	233	42,455	73	13,250			305	55,705
790	REDDING ELEM	2	135	24,641	122	22,325			257	46,966
760	REVERE PAUL ALT	2	144	26,200	169	30,900			313	57,100
796	ROOFTOP ALT MAYEDA CAMP	2	22	3,950	29	5,250			50	9,200
796A	ROOFTOP ELEM	2	39	7,050	62	11,250	1	150	101	18,450
797	ROOSEVELT MIDDLE	2	223	40,700	99	18,100			322	58,800
816	SANCHEZ ELEM	2	153	27,950	92	16,750	2	351	247	45,051
656	SERRA JUNIPERO ELEM	2	81	14,700	107	19,500			187	34,200
493	SF COMMUNITY	2	81	14,850	99	18,000			180	32,850
621	SF INTL HIGH YORK STREET	2	153	28,000	95	17,400			249	45,400
814	SF PUBLIC MONTESSORI	2	48	8,700	47	8,600			96	17,440
820	SHERIDAN ELEM	2	112	20,450	103	18,750			215	39,200
823	SHERMAN ELEM	2	82	15,050	72	13,200			155	28,250
488	SLOAT ELEM	2	67	12,150	68	12,450			135	24,600
815	SOTA HIGH SCH	2	41	7,450	48	8,800			89	16,250
834	SPRING VALLEY	3	151	27,550	93	16,900			244	44,450
838	STARR KING ELEM	2	152	27,750	96	17,600			248	45,350
824	STEVENSON ELEM	2	167	30,500	96	17,600			264	48,100
842	SUNNYSIDE ELEM	2	49	8,900	72	13,100			121	22,000
750	SUNSET ELEM	2	75	13,650	75	13,750			150	27,400
848	SUTRO ELEM	2	85	15,450	45	8,300			130	23,750
513	TAYLOR ELEM	5	194	35,350	201	36,650			395	72,000
859	TENDERLOIN COMMUNITY	3	200	36,450	199	36,250			398	72,700
862	ULLOA ELEM	2	151	27,500	121	22,100			272	49,600
867	VISITACION VALLEY ELEM	2	244	44,500	170	30,950			413	75,450
868	VISITACION VALLEY MIDDLE	2	102	18,600	108	19,800			210	38,400
785	WALLENBURG ALT HIGH SCH	2	184	33,650	85	15,600			270	49,250
571	WASHING HIGH SCH	2	210	38,302	128	23,300			338	61,602
497	WEBSTER ELEM	2	61	11,050	96	17,600			157	28,650
743	WELLS IDA HIGH SCH	2	19	3,550	21	3,800			40	7,350
876	WEST PORTAL ELEM	2	106	19,300	97	17,750			203	37,050
801	WO YICK ELEM	2	90	16,500	55	9,950			145	26,450
485	YU AF ALT ELEM	2	104	19,050	74	13,570			179	32,620
	<b>Totals</b>		<b>13637</b>	<b>2,488,798</b>	<b>10800</b>	<b>1,970,952</b>	<b>8</b>	<b>1445</b>	<b>24452</b>	<b>4,462,402</b>

EARLY EDUCATION DEPARTMEN		Est. Del	1% White HGAL		Homogenized HGAL		TOTAL		
SITE #	SITE NAME	per week	Daily	Annual	Daily	Annual		Daily	Annual
900	CDP Cooking Kitchen	5	248	45,158	4	638			45,796

**San Francisco Unified School District  
 Consultant/Independent Contractor Agreement  
 Criminal Background Check**

Name of Independent Consultant/Contractor:		
Services performing under the Agreement:		
Schools/Locations where services are being performed:		
Total amount to be paid by the District under this Agreement:		\$
Term of Agreement:		
<i>Check the applicable box and fill in any blanks.</i>		
1.	<input type="checkbox"/>	I certify that none of my employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement
2.	<input type="checkbox"/>	The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
	<input type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately. "

\_\_\_\_\_  
 Consultant's Signature      Date

\_\_\_\_\_  
 Administrator's Signature      Date

---

Printed name of Consultant

---

Printed name of Administrator





BID BOND

Know All Men by These Presents That We \_\_\_\_\_  
\_\_\_\_\_ as Principal, and

(Name of Insurance Company, Name of local representative, address and telephone number)

legally doing business in California as an admitted surety insurer, as Surety, are held firmly bound unto the San Francisco Unified School District, hereinafter called the District, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (which represents 10% of the bid amount) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that,

WHEREAS, the Principal has submitted a Bid for \_\_\_\_\_  
at \_\_\_\_\_  
for which bids are to be opened on \_\_\_\_\_.

NOW, THEREFORE, if the Principal is awarded the Contract, and, within the time and in the manner required in the Contract Documents, enters into a written Contract with the District in accordance with the Bid, and gives bonds with good and sufficient surety for the faithful performance of such Contract and for the prompt payment for labor and materials in the prosecution thereof; or in the event of the Principal's failure to enter into such Contract and give such bonds, if the Principal shall pay to the District, the difference between the amount specified in said Bid and such larger amount for which the District may procure the work covered by said Bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have signed and sealed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal) (Seal)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety) (Seal)  
\_\_\_\_\_  
(Title)

SIGNATURE EXECUTED IN BEHALF OF SURETY MUST HAVE PROPER ACKNOWLEDGEMENT.

## 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 \_\_\_\_\_ project located in San Francisco, California (hereinafter referred to as the "Security Services Contract"); and

WHEREAS, Contractor is required by the terms of the Security Services Contract to furnish a bond for the faithful performance of all terms and conditions of the Security Services Contract;

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 Security Services Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Security Services Contract, 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 Security Services Contract; and
  - 3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Security Services Contract, to Surety in accordance with the terms of the Security Services Contract or to a contractor selected to perform the Security Services Contract in accordance with the terms of the Security Services Contract 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 Security Services Contract; or
  - 4.2 Undertake to perform and complete the Security Services Contract 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 Security Services Contract, arrange for a contract to be prepared for execution by District and the Contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Security Services Contract, 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 Security Services Contract, 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 Security Services Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Security Services Contract. 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 Security Services Contract, 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 Security Services Contract;
  - 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 Security Services Contract, 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 Security Services Contract, 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 Security Services Contract 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 Security Services Contract 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 Security Services Contract.

11.2 Security Services Contract: 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 Security Services Contract.

**CONTRACTOR, as principal**

**SURETY**

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Address:

Address:

\_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

**DISTRICT**

San Francisco Unified School District  
135 Van Ness Avenue, Room 123  
San Francisco CA 94102  
Phone: (415) 241-6468  
Fax: (415) 241-6487

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

**INSTRUCTIONS:** SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

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### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 - 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

#### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name of School Food Authority

\_\_\_\_\_  
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

# SFUSD

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

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## CONTRACT AGREEMENT BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND

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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 RFP No. \_\_\_\_\_, received and opened on \_\_\_\_\_ consisting of signed Purchase Agreement Proposal, General Terms, Conditions, Instructions and Information for Bidders, 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 RFP. 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 \_\_\_ 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 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.

#### **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 of 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.

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 agrees that all information disclosed by the District, its employees or students. 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.

**APPROVED AS TO FORM:**

**CONTRACTOR:**

BY: \_\_\_\_\_  
**Maribel S. Medina** (Date)  
General Counsel

BY: \_\_\_\_\_  
Name  
Title (Date)

BY: \_\_\_\_\_  
**Sue Moock** (Date)  
Contract Compliance Office

BY: \_\_\_\_\_  
**Rod Sarmiento** (Date)  
Director, Purchasing & Warehouse

BY: \_\_\_\_\_  
**Joseph C. Grazioli** (Date)  
Chief Finance Officer

SAMPLE