INVITATION FOR BID ~ Cover Sheet

FOOD AND FOOD SUPPLIES

IFB No. FSB-070112

MAIL OR DELIVER BIDS TO
San Francisco Unified School District
Purchasing Department
IFB No. FSB-070112
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

BID DUE DATE AND TIME:
AUGUST 7, 2012, 2:00 p.m. Room 113

- Competitive bids for the specified material and/or service must be received by the San Francisco Unified School District’s Purchasing Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, bidders are required to respond according to the instructions contained in this Invitation for Bid (“IFB”). Bidders will respond utilizing the format, forms and other criteria indicated in this IFB.
- Bidder responses that do not comply with the format, forms and other criteria indicated, may be rejected. The District reserves the right to refuse all bids.
- Bids transmitted by facsimile, email or other electronic communication will not be considered. Bids received after the due date and time will be rejected.
- To preserve the integrity of this IFB, bidders are requested not to contact any individual within the District other than the District’s Purchaser as indicated in Section 84 (“Addenda / Clarification”) herein.

MANDATORY PRE-BID CONFERENCE
July 31, 2012, 10:00 a.m. Room 113
135 VAN NESS AVENUE, SAN FRANCISCO
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(* Indicates documents required to accompany bid response, fully executed)

**Timeline**

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<td>Bid Due and Opening</td>
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<td>Intent to Award Notice</td>
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<td>Contract Award (Approximately)</td>
<td>TBA</td>
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INTRODUCTION

The San Francisco Unified School District ("District" or SFUSD"), on behalf of the District's Student Nutrition Services Department, will receive sealed bids to furnish Food and Food Supplies to select District delivery sites as detailed in this invitation for bid.

The District's Student Nutrition Services (SNS) oversees the administration and implementation of the National School Lunch Program, School Breakfast Program and After School Snack Program. Approximately 23,000 lunches, 6,000 breakfasts and 7,000 after school snacks are served daily at approximately 106 Elementary, Middle and High Schools. In addition, the SFUSD Early Education Department (EED) oversees the administration and implementation of the Child and Adult Care Food Program serving approximately 1,400 lunches daily at 14 early education stand-alone centers. A "unitized" food preparation system is used by all K-12 schools; scratch cooking is used by the early education stand-alone centers.

There is an increased emphasis at the national, state and local levels to improve the nutritional content of foods and snacks available to students while at school. Student Nutrition Services fully supports the intent to reduce the daily intake of fats, sodium, and sugar while increasing the consumption of dietary fiber, fruits, vegetables, whole grain products, and legumes.

As required by the California Education Code, the District has a responsibility to provide one nutritionally adequate meal each day to any student who qualifies for a free or reduced price meal under the family size and income guidelines for the National School Lunch or Breakfast Program.

Pursuant to Section 82 ("Bid Bond"), accompanying each bid shall be a check (cashier's or certified) in the designated amount herein and payable to the San Francisco Unified School District, or an original bid bond. Bond must be in the form provided and must be executed by a surety company, which has obtained a Certificate of Authority (Admitted) from the California Department of Insurance. Upon award of the Contract, pursuant to Section 83 ("Performance Bond"), the Contractor is required to execute a corporate surety bond (performance bond) for the faithful performance of the Contract. Bonds are subject to approval of the District's Chief Financial Officer as to sufficiency and qualifications of sureties.

The term of this Agreement shall be for the 2012-2013 fiscal year. This Agreement may be extended for a period or periods of up to four (4) additional fiscal years at the sole discretion of the District.

The Contractor must have adequate financial resources to perform the Contract, be able to comply with the Contract performance schedule taking into consideration all existing other business commitments, must meet the requirements set forth in this invitation for bid; be able to provide the services outlined herein; have a satisfactory performance record; have a satisfactory record of integrity and business ethics; have the necessary organization, personnel, experience, accounting and operational controls, technical skills, equipment and facilities; and be otherwise qualified and eligible to receive an award under applicable state and federal laws and regulations.

Bidders should read this invitation for bid (IFB) carefully and review all instructions contained herein. Incomplete or incorrect bids may be rejected as not conforming to the requirements of the bid. Bids submitted on other than the prescribed forms contained in this bid will be rejected. Bidders may copy the forms contained in this bid for use in their bid submission, but substituted forms or formats are unacceptable. The District reserves the right to refuse all bids.
CONTRACT PROPOSAL (Indefinite Quantity)

RETURN ONE SIGNED ORIGINAL COPY OF THIS PAGE AND THE REQUIRED DOCUMENTS

BIDS WILL BE OPENED AT 2:00 P.M., AUGUST 7, 2012

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. FSB-070112
DATE: July 10, 2012

DELIVER BID, properly executed, to Purchaser, prior to opening time, in sealed envelope. Write the IFB/Contract Proposal Number on the outside of the envelope. Include one completed and signed copy of this Contract Proposal Page. Include other pages as indicated. Retain Bidder's Duplicate copy for your file.

DO NOT INCLUDE SALES OR EXCISE TAXES IN BID PRICES. (See Section 19 "Taxes; Payment of Taxes.")

Upon receipt of a Contract Acceptance, the undersigned hereby agrees to furnish all articles and/or services within the dates specified, in the manner and at the prices stated, in accordance with the bid and contract proposal general and special terms and conditions, which together with the executed Contract Acceptance, constitute the Contract between the District and the undersigned, when authorized by the Board of Education and funds are certified by the District’s Chief Financial Officer.

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 Contract with full authority so to do. (One or more partners sign)
______________________________________________

IF CORPORATION, execute here:
The undersigned certify that they sign this Contract 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? __________
GENERAL TERMS AND CONDITIONS (BID AND CONTRACT)

1. DEFINITIONS
   A. "District" and "SFUSD" each mean the San Francisco Unified School District.
   B. "Contractor" and "Vendor" each mean the bidder to whom award is made.
   C. "Purchaser" means a representative of the District's Purchasing Department.
   D. "Parties" means the District and Contractor/Vendor together, and "Party" means either the District or the Contractor in the singular and depending upon the context in which the term is used.
   E. "Contract," "Agreement" and "Purchase Agreement" shall each mean this Agreement entered into between the District and the Contractor.

2. BID FORM; BID SHEETS
   A. The Purchaser will furnish a blank Bid Form (Attachment A "Bid Form") and blank Bid Sheets (Attachment B "Bid Sheets"). Bids must be returned on the Bid Form and Bid Sheets provided and these completed forms must be clearly written in ink or typed without interlineations, alterations, or erasures. Mistakes may be crossed out and corrections made adjacent, corrections must be initialed in ink by the person signing the bid. All pricing and information on these forms must be filled in completely. The Bid Form and Bid Sheets must be properly executed and delivered prior to the time set for bid opening to receive consideration for an award.
   B. Bidders that do not complete these forms as indicated may be deemed non-responsive and the bid will be rejected. To receive full consideration, a bid should be unqualified and unconditional.

3. BONDS
   Bonds are subject to approval of the District's Chief Financial Officer as to sufficiency and qualifications of sureties.

4. ALTERNATES
   A. When the name of manufacturer, brand, or make, with or without model number, is used in describing any item in Contract Proposal, bids for equal articles will be considered unless otherwise stated. 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.
   B. 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.

5. SAMPLES
   A. Articles offered as equal to District sample must fully conform thereto; said District samples may be inspected at the place designated by the Purchaser.
   B. Samples must be furnished as required by Contract Proposal. Those submitted by successful bidders may be retained for testing or checking against deliveries, in which case allowance will be made to Contractor.
   C. Each sample shall be plainly marked in a durable manner with the name of the bidder; the IFB/Contract Proposal Number, and the item number.
D. Submitted sample will be assumed exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder. The Purchaser will determine sufficiency of sample.

E. Sample shall not be enclosed with Contract Proposal, and Contract Proposal shall not be wrapped in package with sample.

6. DELIVERIES

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

7. PRICE LIST DISCOUNTS

When bids are based on the process contained in a catalog or price list, bidder shall furnish copies as required herein. Contractor shall furnish additional lists as required. Bids will be considered offering discounts from a price list other than specified provided that the alternate price list can be readily compared on an overall basis with the specified price list. Bidder’s price list must remain firm during the term of the Contract.

8. ITEM; AGGREGATE BIDS

A. Any bidder may bid separately for any item unless otherwise provided.

B. Bidders may make offer for award in an aggregate of several or all items unless otherwise provided.

9. TERM BID; INDEFINITE QUANTITY

A. This is a term, indefinite quantity proposal. Any estimated quantities are approximate only. Unless otherwise specified, deliveries will be required and at times as ordered during the term of the Contract. The District does not guarantee orders nor shall the District be required to limit its orders. Bidder shall not specify minimum or maximum quantities or charges. Contractor shall allow unlimited orders within the term of the Contract at the prices resulting from award of a Contract, as the interests of the District may dictate, except as provided in Section 16 ("Payment for Products and Services Rendered").

B. 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.

10. OPENING OF BIDS

A. The Purchaser will open bids at the hour and place stated in the advertisement in the presence of all bidders who attend.

B. Bidders may inspect the bids after tabulation, unless the bid has been cancelled.

11. SEPARATE AND AGGREGATE AWARDS; REJECTION OF BIDS

A. The Purchaser may make awards on separate items or in an aggregate of several or all items unless otherwise specified herein.

B. The Purchaser reserves the right to reject any and all bids, and to waive any irregularities or informalities in any bid or in the bidding.

12. CASH DISCOUNTS

A. Cash Discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:
i. Discounts, if offered, must be for at least a thirty (30) day period from receipt of materials or services in order to be considered in awarding bids. This does not preclude vendors from offering discounts for lesser periods to expedite payments.

ii. 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.

iii. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the District warrant or check.

B. 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 provisions of Subsections A(ii) and A(iii) of this Section, unless otherwise provided in writing by bidder as a part of its bid.

C. 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.

13. FIRM PRICES

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

14. TERM; EFFECTIVE DATE; AMOUNT OF AGREEMENT

A. The term of this Agreement shall be for the 2012-2013 fiscal year, unless terminated earlier pursuant to Section 30 ("Termination"). This Agreement may be extended for a period or periods of up to four (4) additional fiscal years at the sole discretion of the District.

B. Notwithstanding the foregoing, this Agreement shall be effective only upon execution of this Agreement by the duly authorized representatives of the Parties, approval by the Board of Education, and certification by the Chief Financial Officer as to the availability of funds pursuant to Section 15 ("Budget and Fiscal Provisions").

C. The not-to-exceed amount of this Agreement shall be set forth in the approved Board of Education resolution that shall be attached and incorporated into this Agreement as though fully set forth herein, once approved, and shall be based upon Contractor's bid and the pricing provisions set forth in this Agreement. It shall be the responsibility of the Contractor to ensure that the approved not-to-exceed amount of the Agreement is not exceeded. Any products or services provided in excess of said amount shall not be compensated.

15. BUDGET AND FISCAL PROVISIONS

A. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and Board of Education approval and appropriation of funds for this Agreement. Charges will accrue only after written authorization is provided by the District's Board of Education, proper execution of this Agreement by the parties, and certification by the Chief Financial Officer as to the availability of funds.

B. The amount of the District's obligation hereunder shall not at any time exceed the terms herein stated.

C. The District has no obligation to renew this Agreement after expiration of its term. 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.

D. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

E. This Section controls against any and all other provisions of this Agreement.
16. **PAYMENT FOR PRODUCTS AND SERVICES PROVIDED**

A. The District agrees to pay, and the Contractor agrees to accept as full payment for its performance of this Agreement, the Contractor's actual cost of the food and food supplies provided to District, as provided for in this Agreement, plus Contractor's fixed percent in accordance with the Contractor's bid price, provided however that the District's obligations under this Agreement shall not exceed the not-to-exceed amount of this Agreement approved by the Board of Education pursuant to Section 14 ("Term; Effective Date; Amount of Agreement") and certified by the District's Chief Financial Officer pursuant to Section 15 ("Budget and Fiscal Provisions").

B. Payment to the Contractor by the District will be made monthly in arrears for food and food supplies provided as requested by the District pursuant to this Agreement, and after receipt of properly documented invoices. Invoices submitted by Contractor must be in an invoicing form acceptable to the District pursuant to Section 76 ("Invoicing").

17. **CHANGE ORDERS**

A. The District may order a change, addition, alteration, modification, or extra in the products or services herein required (hereinafter "Change"), and may order extra materials and extra work in connection with the performance of the Contract, and the Contractor must comply with such Change orders, except that if any such Change order is of such a nature as to exceed the not-to-exceed amount of the Agreement pursuant to Section 14 ("Term; Effective Date; Amount of Agreement"), no such Change shall be valid unless pursuant to a written instrument executed, approved, and certified as provided for in Section 37 ("Modification of Agreement").

B. It shall be the responsibility of the Contractor to ensure that the not-to-exceed amount of the Agreement, pursuant to Section 14 ("Term; Effective Date; Amount of Agreement"), is not exceeded. Any products or services provided in excess of said amount shall not be compensated.

18. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK**

No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Contractor without delay at no additional cost to the District. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

19. **TAXES; PAYMENT OF TAXES**

The District is exempt from federal excise tax except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither shall be included in bid prices. Payment of any taxes, including California Sales and Use Taxes, levied upon this Contract, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor and at no additional cost to the District.

20. **SUBCONTRACTING**

The Contractor is permitted to subcontract the delivery of food and food supplies from Contractor's facility to the designated District delivery locations under this Contract, as detailed in Attachment H ("Delivery Locations"). If the Contractor will in fact subcontract this portion of this Contract, Contractor shall ensure that its subcontractor shall comply with all applicable requirements of this Contract including but not limited to Section 27 ("Insurance"), Section 52 ("Criminal Background Check; Subsequent Arrest Notification; Tuberculosis Testing"), Section 77 ("Personnel/Vehicles"), and Section 78 ("Facilities"). Other than the permitted subcontracting detailed immediately above in this Section, 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 and approved 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 any action taken shall be void.

21. ASSIGNMENT

A. The Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights, including the right to receive payment, burdens, duties or obligations without the prior written consent of the District’s Purchaser. The District’s consent shall be by resolution of the Board of Education.

B. 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 this Contract. No transfer or assignment of the Contract by the Contractor shall release the Contractor from its obligations hereunder.

22. RELATIONS WITH THE PUBLIC; PROFESSIONAL STANDARDS OF CONDUCT

It is the intent of the District to obtain the best quality food and food supplies available. As such the Contractor shall incorporate the highest standards of performance and safety for the well-being of District students, and Contractor’s personnel will always interact with members of the public, students, parents, teachers and staff, as applicable, in a courteous and professional manner.

23. CONSULTATION SERVICES; OWNERSHIP OF RESULTS

A. The Contractor agrees to act as a consultant to the District on matters concerning routine organization and operations related to this Agreement at no additional cost to the District.

B. Any interest of the Contractor in studies, reports, memoranda, computation sheets or other documents prepared by the Contractor in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Contractor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent Contractor’s use does not violate Section 35 of this Agreement (“Proprietary or Confidential Information of the District”).

24. PROGRAM FOR TRAINING AND ORIENTATION

Should the District not approve the Contractor’s schedule for implementation, both parties will meet to resolve their differences. In any event the Contractor must implement the Contract to the District’s satisfaction and in full compliance with the bid requirements.

25. FORCE-MAJEURE CLAUSE

The Contractor will be excused from performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by an act of God, fire, commandeering of materials and equipment, products, plants or facilities by the Federal or State Government.

Satisfactory evidence must be presented to the District demonstrating that the non-performance was not due to the fault or negligence of the Contractor, and could not have been avoided by the Contractor.

26. DISASTER RECOVERY

Bidder must acknowledge that in the event of a major catastrophe such as an earthquake, the District will receive priority service over non-governmental users. In the event of a major disaster, in coordination with the District, the Contractor will fulfill the obligations of this Agreement to the extent requested by the District and feasible under the circumstances, in the estimation of the District in consultation with the Contractor.
27. INSURANCE

A. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, prior to award, Contractor shall procure and maintain during the full term of this Agreement, at the Contractor’s expense, insurance acceptable to the District and as follows:

   i. Commercial General Liability Insurance with limits not less than $1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation). If sexual abuse and molestation coverage carries a sub-limit, that limit must be identified and not less than $500,000 per occurrence.

   ii. Commercial Automobile Liability Insurance with limits not less than $1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

   iii. Workers’ Compensation Insurance, with Employer’s Liability limits not less than $1,000,000 (one million dollars) each accident.

B. Commercial General Liability and Business Automobile Liability policies must provide the following:

   i. Name as Additional Insured “The San Francisco Unified School District, its Board, officers and employees.”

   ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

C. All policies shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:
   SFUSD Purchasing Department
   135 Van Ness Street, Room 123
   San Francisco, CA 94102

D. If any policies are written on a claims-made form, Contractor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.

E. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.

F. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

G. Before commencing any operations under this Agreement, Contractor must provide the District with the certificates of insurance, an endorsement showing the additional insured policy, all with insurers satisfactory to the District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the District’s request. Contractor also understands and agrees that the District may withhold payment for products / services performed for any violations of the insurance provisions of this Agreement.

H. Approval of the insurance by the District shall not relieve or decrease the liability of Contractor hereunder.
28. FAILURE TO DELIVER

When Contractor fails to deliver an article or service of the quality, in the manner or within the time called for in the 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 Contractor’s bond if bond has been required, or the District may terminate the Contract for default; or the District may return deliveries made and receive a refund. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

29. CONTACTER DEFAULT; REMEDIES

If the Contractor fails fulfill its obligations under this Contract, whether or not said obligations are specified in this Section, such failure shall constitute an event of default. On or after any event of default, District shall have the right to exercise its legal and equitable remedies, including without limitation, the right to: (a) seek specific performance of all or any part of this Contract, (b) terminate this Contract at no cost to District in accordance with Section 30 ("Termination") herein; or (c) exercise any other legal or equitable remedy. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of the Contractor any event of default. Contractor shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between District and Contractor all damages, losses, costs or expenses incurred by District as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract between District and Contractor. Any such offset by District will not constitute a waiver of any other remedies the District may have against Contractor for financial injury or otherwise. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

30. TERMINATION

A. In the event of Contractor default pursuant to Section 29 ("Contractor Default; Remedies") of this Contract, wherein Contractor fails to perform any of its obligations under this Contract, in addition to any other remedies available to the District, the District through the Purchaser may terminate this Agreement, and all of the Contractor’s rights hereunder ended. Termination shall be effective ten (10) days after Contractor’s receipt of written notice of termination from the District delivered pursuant to Section 53 ("Notice to the Parties"). No new work will be undertaken, and no new deliveries will be made, as of the effective date of termination. In the event of termination for cause, the Contractor shall be paid for those services performed under this Contract to the satisfaction of the District up to the effective date of the termination. However, pursuant to Section 29 ("Contractor Default; Remedies") herein, District may offset from any such amounts due Contractor any costs to District arising from Contractor’s default and may otherwise demand payment from Contractor of such costs.

B. The District may terminate this Contract in whole or in part for District’s convenience and without cause at any time by giving Contractor thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is deemed received pursuant to Section 53 ("Notice to the Parties"). In event of termination for convenience, Contractor will be paid for those services performed, or deliveries made, pursuant to this Contract and to satisfaction of District up to the specified date of termination. In no event will District be liable for costs incurred by Contractor after the specified date termination. Such nonrecoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, or any other costs which is not reasonable or authorized under this Section. This Section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work, or canceling further deliveries, under the Contract after receipt of the termination notice.
31. INDEMNIFICATION

A. Contractor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees, consultants and costs of investigation) (collectively "Claim"), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of California Education Code section 45125.1 and/or disclosure of confidential information which might be obtained by Contractor or Contractor's agents or employees during the performance of this Agreement.

B. Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any Claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Contractor or Contractor’s agents or employees.

32. LIABILITY OF DISTRICT

DISTRICT’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE DISTRICT BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

33. INDEPENDENT CONTRACTOR

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required by District under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with the District, nor be entitled to participate in any plans, arrangements, or distributions by District pertaining to or in connection with any retirement, health, or other benefits that District may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities related to Contractor’s performing services and work, or any agents or employee of Contractor providing same. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or any agent or employee of Contractor. Any terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District’s payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount of compensation specified in this Agreement. Contractor shall refund any amounts necessary to effect such reduction.

34. CONFLICT OF INTEREST

A. Contractor understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part that "[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a financial interest." (Cal. Govt. Code section 87100 et seq.) Furthermore, Contractor certifies that no
such current or former Board member or employee will derive any compensation, directly or indirectly, from this Agreement.

B. Contractor also hereby certifies that to its knowledge, no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or an employee of the District within the last two years, has influenced or sought to influence the awarding of this Agreement to Contractor, except as allowed under his/her official duties. Contractor understands that any violation of this Section shall make the Agreement voidable by the District.

35. PROPRIETARY AND CONFIDENTIAL INFORMATION OF THE DISTRICT

A. In connection with this Agreement, 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, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

B. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of confidential student information, including but not limited to California Education Code sections 49073 and sequential. Contractor shall only access personally identifiable student information pursuant to parent consent, legitimate educational interest pursuant to the performance of this Contract, and/or other applicable provisions federal and state law allowing access to personally identifiable student information. Contractor shall not re-disclose personally identifiable student information unless pursuant to federal and state law. Contractor shall not use such student information or data for any purpose other than the District's purposes as specified in this Agreement. Failure to comply with this Section may constitute a material breach if so deemed by the District.

36. ENTIRE CONTRACT; SEVERABILITY

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 except as expressly provided for herein. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of the other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

37. MODIFICATION OF AGREEMENT

A. No oral statement of any person whomsoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement.

B. The Parties may amend this Agreement in writing by mutual consent, provided that such writing shall only be effective upon execution by the duly authorized representatives of the Parties, approval by the Board of Education, and certification in the same manner as this Agreement pursuant to Section 15 ("Budget and Fiscal Provisions").

38. CONTRACT INTERPRETATION; CHOICE OF LAW/VEHUNE

A. Should any questions arise as to the meaning and intent of this Agreement, the matter shall be referred to the Purchaser who shall decide the true meaning and intent of the Contract.

B. This Contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California. The venue for all claims arising out of this Contract shall be in San Francisco.
39. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a consultant, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty of up to ten thousand dollars ($10,000) for each false claim. A person will be deemed to have submitted a false claim to the District if the person:

A. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;

B. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;

C. conspires to defraud the District by getting a false claim allowed or paid by the District;

D. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;

E. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;

F. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;

G. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or

H. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

40. 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, or from the acts or omissions of its permitted subcontractor pursuant to Section 20 ("Subcontracting"). Nothing in this Section shall constitute a waiver or limitation of any rights that the District may have under applicable law.

41. NON-DISCRIMINATION; COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

A. 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.

B. Contractor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.
42. **LAWS AND REGULATIONS**

In the performance of this Contract, Contractor shall keep itself informed of, and at all times comply with, all applicable Federal, State, and Local laws, ordinances, regulations and other legal requirements that are in effect as of the commencement of the term of this Agreement and as may be amended from time to time, including but not limited to the Safety Orders of the California Division of Industrial Safety. It is the responsibility of the Contractor to obtain, at its sole expense, any required permit(s) and license(s).

43. **DAMAGES CAUSED BY VENDOR**

Any damage to the District’s property arising from the acts or omissions of the Vendor or of Vendor’s permitted subcontractor (pursuant to Section 20 “Subcontracting”) related to the performance of this Agreement shall be repaired or replaced at Vendor’s expense. Corrections shall be made within 72 hours of the incident or the District may make the repairs and back-charge the Vendor.

44. **BANKRUPTCY**

A. 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.

B. The Contractor shall notify the District within ten (10) days of filing a bankruptcy petition under the Federal Bankruptcy Act.

45. **SUSPENSION AND DEBARMENT CERTIFICATION**

The corporation-bidder herein all contracts of $100,000.00 or more for goods/services must complete and submit to District 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.

46. **SECTION HEADINGS**

The section headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Contract.

47. **NON-WAIVER OF RIGHTS**

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

48. **QUALIFIED PERSONNEL**

Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of the Contractor. The Contractor will conform to the District’s reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District’s request, and shall be supervised by the Contractor. To the extent that Contractor staff member’s work performance is unsatisfactory, the District reserves the right to request substitution of another staff member that would take this position and perform adequately. The Contractor agrees to replace staff members who are not performing effectively. Verification of staff members’ qualifications should be made available to the District upon request.
49. **DRUG FREE WORKPLACE POLICY**

The Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on School District premises. Any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

50. **RESPONSIBILITY FOR EQUIPMENT**

The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to the Contractor by the District. The acceptance or use of such equipment by the Contractor or any of its employees shall be construed to mean that the Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless the District from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to the Contractor, its employees, District employees or third parties, or to property belong to any of the above.

51. **AUDIT AND INSPECTION OF RECORDS**

The Contractor agrees to maintain and make available to the District, during business hours, accurate books and accounting records including computer records relative to its activities under this Agreement. The Contractor will permit the District to audit, examine and make copies and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon the District by this Agreement.

52. **CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST; TUBERCULOSIS TESTING**

A. **Criminal Background Check**

i. Contractor is required to comply with the criminal background check provisions of California Education Code ("EC") section 45125.1. Contractor will conduct criminal background checks with the California Department of Justice (CDOJ) for all Contractor employees, agents, and volunteers assigned to the District, and will certify that no employees, agents, or volunteers who have been convicted of a serious or violent felony as described in EC 45125.1 (citing 45122.1), a sexual offense as defined by EC 44010 or a controlled substance offense as described in EC 44011 (consistent with EC 45123), will have contact with District pupils pursuant to this Agreement. This prohibition does not apply to a conviction for which the employee, agent or volunteer has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.

ii. Contractor will provide the District with a list of all employees, agents and volunteers who have cleared the criminal background check, as detailed above, and who will have contact with District pupils pursuant to this Agreement, and specify to which sites they will be assigned.

iii. Contractor will be responsible for the costs of the criminal background checks.

iv. As written certification of its compliance with this Section, Contractor will complete and submit the Criminal Background Check/ Tuberculosis Clearance Certification Form ("CBC/TB form") (ATTACHED).

v. For any Contractor employees, agents or volunteers that Contractor hires/ assigns subsequent to Contractor's initial submission of the CBC/TB form to District, Contractor will conduct background checks and submit additional CBC/TB forms to District, as required.
vi. The criminal background check requirement applies only to Contractor's employees, agents or volunteers will have more than limited contact with students. Contractor's employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check requirements. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students, the District's Cabinet-level Administrator supervising this Agreement has the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have only limited contact with students.

B. Subsequent Arrest Notification

i. In addition to the initial criminal background check, Contractor will obtain from the CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have contact with students, and is responsible for all costs associated with these subsequent notifications.

ii. Upon receipt of notice that any of its employees, agents, or volunteers that have contact with students has been arrested or convicted of a serious or violent felony as described in EC 45125.1 (citing 45122.1), a sexual offense as defined by EC 44010 or a controlled substance offense as described in EC 44011 (consistent with EC 45123), Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with pupils, and will immediately notify SFUSD.

C. Tuberculosis Testing

i. Contractor agrees that all employees, agents or volunteers whose functions require frequent or prolonged contact with students will complete tuberculosis testing the same as the testing that is described in California Education Code section 49406. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, the Contractor shall ensure that its employees, agents or volunteers who are skin test negative have undergone the foregoing examination at least once every four (4) years if the Contractor is still rendering services to the District pursuant to this Contract, and such employees, agents, and volunteers shall be listed by name on the Criminal Background Check/ Tuberculosis Clearance Written Certification Form with a notation of the date of each individual's testing/clearance. Contractor shall maintain on file in its offices documentation of tuberculosis clearance for its employees, agents, and volunteers who shall have more than limited contact with students under this Contract.

ii. The Contractor shall be responsible for the costs of the examination.

iii. The District shall be the final arbiter of what constitutes "limited contact".

iv. The District may also, in its sole discretion, waive the provisions of this Section for a specified time period if it determines that emergency or exceptional circumstances exist which threaten student or staff safety if the work is delayed pending clearance.

v. Contractor must complete, sign and submit the Criminal Background Check/ Tuberculosis Clearance Written Certification Form (attached) as written certification of its full compliance with the provisions of this Section.

53. NOTICE TO THE PARTIES

District and Contractor understand and agree that notice to the Parties shall be as follows:

A. Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it via first class mail or certified mail with a return receipt requested, or via nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefore, with postage prepaid, addressed as in Subsection D of this Section, below.
B. Notices herein shall be deemed to have been received two (2) business days after the date when they shall have been mailed if sent by first class mail, certified mail or overnight courier, or upon the date personal delivery is made.

C. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party.

D. Notice to the Parties shall be addressed as follows (or such alternative address as may be provided in writing):

**NOTICE TO THE DISTRICT:**

<table>
<thead>
<tr>
<th>SITE/DEPARTMENT</th>
<th>Student Nutrition Services Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEAD OF SITE/DEPARTMENT</td>
<td>Director, Ed Wilkins</td>
</tr>
<tr>
<td>CONTACT PERSON</td>
<td>Director, Ed Wilkins</td>
</tr>
<tr>
<td>STREET ADDRESS</td>
<td>841 Ellis Street</td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
<td>San Francisco, CA 94109</td>
</tr>
<tr>
<td>TELEPHONE/FAX</td>
<td>415.749-3604 (TEL) 415.749-3618 (FAX)</td>
</tr>
<tr>
<td>EMAIL ADDRESS</td>
<td><a href="mailto:wilkinse@sfusd.edu">wilkinse@sfusd.edu</a></td>
</tr>
</tbody>
</table>

**NOTICE TO THE DISTRICT CONTRACTS OFFICE:**

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

**NOTICE TO THE CONTRACTOR:**

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT NAME</td>
</tr>
<tr>
<td>STREET ADDRESS</td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
</tr>
<tr>
<td>TELEPHONE/FAX</td>
</tr>
<tr>
<td>EMAIL ADDRESS</td>
</tr>
</tbody>
</table>

54. **FILING OF PROTESTS**

A. Protests relating to the content of this Invitation for Bid (IFB) document must be filed within ten (10) calendar days after the date the IFB is first advertised. Protests relating to a recommendation for award solicited by this IFB 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.

B. All protests shall be filed in writing with Mr. Rod Sarmiento, Director of the Purchasing Department, San Francisco Unified School District, 135 Van Ness Avenue, Room 123, San Francisco CA 94102. No other location shall be acceptable.
55. INTENT
The San Francisco Unified School District "District" as mentioned herein, on behalf of the District's Student Nutrition Services Department, will receive sealed bids to furnish food and food supplies to select District delivery sites as detailed herein.

56. 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.

57. NON-COMPLIANCE
Student Nutrition Services (SNS) reserves the right to inspect and determine the quality of product delivered and reject any, which do not comply with the requirements and specifications of the Contract. Substitutions shall not be paid unless prior authorization is received. In addition, the vendor shall not be paid for incomplete cases, and product(s) not delivered within the agreed delivery time period. Student Nutrition Services shall notify the vendor in writing as to the cases of product rejected and the reasons for rejection.

58. MAJOR INGREDIENTS AND SPECIFICATIONS
Meat and Poultry: All meat, poultry and sandwich products must be processed under continuous inspection of the United States Department of Agriculture Food Safety and Inspection. Only domestic meat and poultry meeting the following grade standard shall be used:

<table>
<thead>
<tr>
<th>Product</th>
<th>Grade Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beef</td>
<td>USDA A Choice or better</td>
</tr>
<tr>
<td>Pork</td>
<td>USDA A Number 1</td>
</tr>
<tr>
<td>Veal</td>
<td>USDA A Choice</td>
</tr>
<tr>
<td>Fowl</td>
<td>USDA A Grade A or B</td>
</tr>
<tr>
<td>Poultry Chicken</td>
<td>USDA A Grade A</td>
</tr>
<tr>
<td>Turkey</td>
<td>USDA A Grade A or B</td>
</tr>
</tbody>
</table>

Cured Processed Meats: (Bologna, frankfurters, luncheon meat, salami, others) shall be made from poultry, and meet all requirements of The National Integrated Food Safety Initiative (FSQ). No variety meats, fillers, extenders, non-fat milk solids or cereal will be allowed in cured processed meats.

Non-Cured Meat Products: Fillers not approved as a protein source by the United States Department of Agriculture Food and Nutrition Service (FNS) may not be included as cooked meat weight.

Fish and Seafood: Frozen fish and seafood ingredients shall be manufactured under continuous inspection of the United States Department of Commerce: Grade A.

Dairy Products: All dairy products shall be United States Department of Agriculture Grade A. Cheese food or cheese spreads are not permitted. Cheese alternates may be used when pre-approved by SNS.

Frozen Vegetables: All frozen vegetables shall be United States Department of Agriculture Grade A Fancy individually quick frozen (IQF) providing color, flavor and textural characteristics of freshly prepared vegetables.
Canned or Frozen Fruit's: United State Department of Agriculture Grade A Fancy – must comply with standards of identity for the product and provisions of the Food, Drug and Cosmetic Act and must be packed in water, light syrup, or their natural juices.

Fresh Fruits or Vegetables: All fresh fruits or vegetables must be ready for consumption per USDA Food Buying Guide. Bidders need to be aware the following items will be year-round pricing: Petite bananas, apples, and baby carrots.

Fats and Oils: Butter – 92 score, Fortified Margarine – Fortified 15,000 I.U.

59. FOOD REQUIREMENTS

Products containing monosodium glutamate (msg), wine, alcohol, beef tallow, coconut palm oil, peanuts or peanut residue will not be allowed, unless the vendor receives prior approval from the District's representative or as stated in the food bid listing.

Federal regulations require that, to the maximum extent possible, only domestic products be purchased for use in the National School Lunch Program. Bidders submitting foreign-grown or foreign produced products must identify those products on the bid sheet.

All meat, fish, and poultry, whether unprocessed or processed, must originate from a regularly operated plant, under the supervision of or recognized by the Federal Meat Inspection Division of the USDA.

Food items shall be prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practice, free from decay, discoloration or foreign matter. They shall conform to any and all provisions set forth herein.

All items must be delivered in containers that are clean, sturdy and sealed. Opened or damaged packages will not be accepted. Packages should have uniform identification labels, written in English, placed on two sides of each container. The brand name, item code, CN (Child Nutrition) label, and count must be clearly identified on master cases and boxes within master cases.

Items must have the expiration or “best if used by” date (as defined by the USDA) clearly marked where applicable. Contractor must provide the District with the definition/meaning of any and all coding written on goods.

All products must conform to provisions set forth in the federal, state and county laws for their production, handling, processing, marketing and labeling. In the event of off-flavor, damage or items found unsatisfactory for consumption, the Vendor shall replace the items or issue credit to the District.

60. STUDENT REGULATIONS AND STANDARDS

The following nutrition standards shall apply to food purchased and served in SFUSD schools:

Preference will be given to products grown, processed, and/or packaged in California and to products which are organic.

Exception to these guidelines may be made for individual products, which have sufficient nutritional value to offset sugar or fat content, or other requirements, or to prohibit individual products which are deemed inappropriate to students despite meeting these guidelines. Nutritional information, along with actual samples of the product in question (when possible) shall be provided to Student Nutrition Services for approval before products are placed in schools. Exceptions to have 10% or less of its total calories from saturated may also be made for individual items served as part of the federal reimbursable meal program, as long as the nutrition
requirements for those meals are met as an average over the course of a week. Products containing trans fat (trans-fatty acids/partially hydrogenated oils) are not to be added to any meal components. For the purpose of this bid, a food contains artificial trans fat if a food contains vegetable shortening, margarine, or any kind of partially hydrogenated vegetable oil, unless the manufacturer's documentation or the label required on the food, pursuant to applicable federal and state law, lists the trans fat content as less than 0.5 grams of trans fat per serving.

61. INSPECTIONS

All articles and services shall be subject to inspection and acceptance or rejection by the Purchaser or District's Director of Nutrition Services or designee.

62. PRICE ADJUSTMENTS

The not-to-exceed amount of this Agreement may, as applicable, be increased or decreased after the initial one-year contract period and any contract period thereafter, provided that any such increase or decrease is executed, approved, and certified pursuant to Section 37 ("Modification of Agreement"). Any requested price increase or decrease must be properly documented and submitted in writing by Contractor to the District's Director of Student Nutrition Services no less than sixty (60) days prior to the anniversary of the date of the commencement of the initial term of this Agreement, and prior to such anniversary date of any Agreement extension thereafter. The percentage increase shall not exceed the All Consumer Price Index (CPI) of the San Francisco Metropolitan Area, as reported by the U.S. Department of Labor for the June-to-June period immediately preceding the adjustment date. In no event shall the increase exceed five percent (5%). Contractor will be required to present documentation to justify any proposed percentage price increase. Quoted pricing shall be the sole basis for payment of invoices.

63. MARKET PRICE ITEMS

The bid contains certain "Market" priced items for which the pricing is sensitive to market fluctuations. Vendor agrees to use its efforts to secure monthly priced items at the lowest available price, and to provide at the District's request, written documentation to demonstrate the Contractor has met this obligation. Vendor agrees that it will not procure market items from companies in which Vendor has a financial interest. The price to be charged to the District for the Market priced items shall consist of the Vendor's actual cost plus the fixed mark-up.

Amount stated in the column entitled "Total Cost Per Case" for the items as stated in the bid. Market priced items must be indicated by writing a check mark ("\(\checkmark\)" in the corresponding location on the applicable Bid Sheet(s) (Attachment B). Market priced items must be guaranteed for a minimum of 30 days.

64. DEFINITION OF COST

The purpose of this invitation for bid is to arrange for a cost-plus-fixed-percent Agreement for food and food supplies to be provided to the District's Student Nutrition Services (SNS) Department and Early Education Department (EED). The cost to the District of the products that Contractor will provide under this Agreement will be a fixed percent mark-up above Contractor's actual cost.

Bidder shall propose in its bid its cost-plus-fixed-percentage rate for the provision of food and food supplies to the District pursuant to this Agreement.

Contractor's cost is defined as actual cost Contractor pays to its suppliers for the products to be supplied to the District, and Contractor's cost shall include freight as shown on the invoice to the Contractor from its suppliers. Contractor's cost shall not be reduced by cash discounts or prompt payment available to the Contractor. However, Contractor's cost shall be reduced by all manufacturers bid, promotional, non-profit and school allowances.
The Contractor 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 or paid by the District.

65. **ESTIMATED CONTRACT VALUE**

The estimated value of the contract to be awarded is approximately $1,500,000.00 (One Million Five Hundred Thousand dollars) per school year. Notwithstanding the foregoing, the actual amount of the Contract shall be determined pursuant to Section 14 ("Term; Effective Date; Amount of Agreement").

66. **COST OF BID PREPARATION**

Cost of preparation for the response to this invitation for bids is solely the responsibility of the bidder. The District accepts no liability for any bidder's costs of preparation.

67. **BID EVALUATION AND AWARD**

The quantities and items listed on the Bid Sheets (Attachment B) are for bid purposes only. The actual quantities to be purchased under the Contract will be dictated by the actual needs of the District. The bidders are to complete and enter the appropriate cost on the Bid Sheets in the space provided.

The attached Bid Sheets (Attachment B) are divided into six (6) Groups: Dairy, Fresh Produce, Frozen Food, Canned and Dry Goods, miscellaneous Supplies and Chemical & Janitorial products. Bidders may bid on any or all of the six (6) Groups.

The District reserves the right to award the contract per Group or as an aggregate of all six (6) Groups to the lowest responsive bidder. The District reserves the right to reject any and all bids.

Bidders must enter their bid prices on the attached Bid Sheets and compute both the extensions and the grand total. If there is a discrepancy in the Bid Sheet calculation, the District will make the necessary correction and arrive at a new total.

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

The contract will be awarded to the lowest responsive and responsible bidder. In determining the award, the District will take into consideration, but will not be limited to, the following:

A. Price

B. Satisfactory review of bidder's qualifications

C. Any other factors deemed pertinent

D. Prompt payment discount for payments made within thirty (30) days after receipt of monthly invoice may be considered in the bid award.

The District reserves the right to reject all bids. The District also reserves the right to waive informalities and minor irregularities in bids received.

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

Bidders must be qualified and experienced in the type and volume of products and services as detailed in this Invitation for Bid/ Contract Proposal. As proof of this, bidders must provide references from at least three (3) companies or organizations to which bidder provides or has provided products and services that substantiate that bidder meets the requirements of this Invitation for Bid/ Contract Proposal. The reference contacts provided must have direct knowledge of the bidder’s provision of such products and services. Bidders must fill out every field in the attached References Form (Attachment C - References Form). Failure to submit this evidence may result in rejection of a bidder’s bid.

69. BID SIGNATURES

All bids must show the bidder name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions of the Contract. Obligations assumed by such signature must be fulfilled.

70. PREVIOUS PERFORMANCE

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

71. PROMOTIONAL DISCOUNTS & REBATES

The District shall receive the benefit of any promotional and or quantity discounts offered to other customers by the Vendor during the Contract period if such discounts would result in a lower selling price to the District. If during the Contract period there should be a decrease in the price of the items bid, a corresponding decrease shall be made to the District for as long as the price reduction is in effect, but at no time shall the prices charged to the District exceed not-to-exceed amount of this Agreement pursuant to Section 14 ("Term; Effective Date; Amount of Agreement") unless pursuant to Section 37 ("Modification of Agreement"). Manufacturers may offer rebates directly to the District as an incentive to use their products (as opposed to rebates from manufacturers to the successful bidder). The District will be the sole beneficiary of such offers.

72. VENDOR AUDIT PROCEDURES

The District has the discretion to make price verification audits of the purchases made during the Contract year. The purpose of these verifications is to ascertain that the Vendor’s actual markup does not exceed that quoted in this bid. The Vendor will furnish verification of costs for the products to be price verified. The District will give the Vendor fifteen (15) days’ notice for each verification audit. The period of time for which price verification can be made will not exceed 24 months prior to the audit.

73. ALTERNATIVE PRODUCTS

Brands listed on the bid sheet are used to indicate minimum quality requirements. Bidders can bid on alternatives that meet the minimum quality requirement. The District will be the sole arbiter of what products are acceptable. Alternates of equal or higher quality will be reviewed and possibly tested prior to acceptance. Alternate products cannot be substituted prior to SNS approval. Any alternate product substituted may not be paid for if prior approval is not obtained.

Any item not listed here but required in the future may be added providing they adhere to the same terms and conditions as outlined which include freight. The successful bidder is expected to stock or have quick access to the items listed in this bid to allow for expedited deliveries. Substitutions that are allowed will be billed to the District at the cost of the original product.
If the normal cost of the substitute product is lower, the District will be billed the lower cost. If the District determines that an item that the Vendor cannot supply is needed, the District may purchase the item from another vendor, per Section 28 ("Failure to Deliver"). If the District orders items that are no longer available, the vendor must notify the District within five (5) days of the order being placed. The District must be notified at least thirty (30) days in advance of any change of product reformulation, recipe change, case size/weight change or any other modifications. Excess orders by 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.

74. DELIVERIES TO DISTRICT LOCATIONS

Currently the District operates 1 EED Central Kitchen, 1 SNS Production Center, and approximately 30 Middle and High School kitchens. The awarded vendor will be responsible for providing at its expense Customized Order Forms. These order forms will be designed jointly with SNS. Order forms will be updated monthly, or as needed, throughout the life of the Contract.

Deliveries to the SNS Production Center, EED Central Kitchen and Middle and High School kitchens (30) will be required on an as needed basis, but, may be required daily. The District will provide the vendor with a schedule of deliveries. The vendor shall furnish all labor, materials, costs incurred and equipment necessary for the delivery of items specified herein to the District's facilities on a scheduled basis. All work shall be performed in a thorough and workman-like manner under the administration of, and to the approval of the SNS Department of the District. If at any time during the life of this Agreement, such service becomes unsatisfactory in the opinion of the District representative, the District reserves the right to take action in accordance with Section 30 ("Termination") of this Agreement.

All deliveries to the EED Central Kitchen or the SNS Production Center must be completed by 6:00 AM. Deliveries to the SNS middle and high school kitchens will be made between 6:30 AM – 11:00 AM, depending on the arrival time of the SNS employee in charge. No vehicles will be allowed on the grounds after that time. All frozen goods shall be delivered in properly insulated refrigeration equipment, maintaining goods at forty-one (41) degrees Fahrenheit or less. Deliveries are to be made inside the building to the location(s) indicated. Two copies of an itemized delivery form will be left with the site representative. Shortages, damaged and unacceptable items will be noted on the delivery slip. Items not accepted must not be billed to the District. The District reserves the right to reject any product. The Vendor shall notify SNS at least 72 hours prior to the regular delivery of any unfilled order to allow sufficient time to order a substitute item. Emergency next day deliveries may occasionally be required.

Deliveries and orders during District holidays and vacations will be at reduced level. Prior to any such reduction, SNS will notify the Vendor. Normal service will resume after holidays and vacation periods.

The 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 Vendors place of business.

75. PRODUCT SAMPLES

Student Nutrition Services reserves the right to request samples of any and all products at no charge to the District.

(Continued on next page)
76. **INVOICING**

Invoices shall be summarized monthly by school in a format approved by the District representative. Summary items must be available to the District no later than the 10th working day of the month following delivery. They shall be mailed to:

   Ed Wilkins, Director  
   Student Nutrition Services  
   San Francisco Unified School District  
   841 Ellis Street  
   San Francisco, CA 94109

A three-part copy of the invoice shall be furnished at the time of delivery with the name of the District and school clearly stated. The person receiving the material must sign the invoice.

The invoices shall contain the following: purchase order number, site location, date, item number, SNS item number, description, commodity designation, quantity, price and extended totals. Failure to provide the above information may result in delay of payment.

Invoices shall be matched to SNS purchase order by item, quantities and case price. For any invoice that does not match, SNS will correct the invoice based on the receiving documents at time of delivery.

77. **PERSONNEL; VEHICLES**

Vendor must assign one dedicated sales representative to assist during the life of this Contract.

Vendor shall ensure that all 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. Vendor shall ensure that all vehicles shall have the name of the Vendor/_permitted subcontractor pursuant to Section 20 ("Subcontracting") prominently displayed and must be currently licensed throughout the term of this Contract. Vendor shall ensure that all personnel shall be qualified and properly trained to perform the work required under this Contract. Vendor shall ensure that any unusual conditions noted by any personnel providing services under this Contract (e.g. vandalism, fire, water damage) shall be reported to the District representative. The Vendor shall ensure that at all times a sufficient number of vehicles shall be furnished and maintained to perform the work of this Contract.

78. **FACILITIES**

Vendor shall ensure that all personnel, equipment and storage facilities used to provide the services under this Contract shall meet all federal, state, county, and city health code requirements. Proof of current compliance must be in public view at all such facilities. 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, that will incur clean, sound and sanitary products. Inspection of all such warehousing facilities may be a factor in determining bidder’s award.

79. **REPORTS**

The District must know the volume, cost and variety of items delivered for its food programs. Various reports will be required, at least monthly, beginning with the first full month of delivery service. Successful vendor will be required to provide to Student Nutrition Services, no later than 10 working days after the close of the previous month, a computer-generated sales analysis. Sales analysis will be by school and by descending dollar amount. All reports must include locations, items purchased, aggregate quantities, year-to-date purchases quantities per item and average unit cost or case cost.
80. DOCUMENTATION

The District may require written documentation of those items, which are covered by the Child Nutrition Program. Additional information may be required, and must be provided, upon request by the District, regarding the National Labeling and Education Act (NLEA) of 1990.

81. MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held as follows:

Location: San Francisco Unified School District
Purchasing Department
135 Van Ness Avenue, Room 113
San Francisco, CA 94102

Date and Time: July 31, 2012, 10:00 am

NOTE: Attendance is mandatory for all prospective bidders on this contract.

NOTE: Please bring a copy of this Invitation for Bids (IFB) to the Pre-bid Conference.

It is requested that bidders’ questions concerning this IFB be submitted by mail or FAX at least 72 hours prior to the date and time of the Pre-bid Conference and directed to:

Allen Benjamin
San Francisco Unified School District
Purchasing Department
135 Van Ness Avenue, Room 101
San Francisco, CA 94102

Fax: (415) 241-6487
Email: benjamin@sfusd.edu

NOTE: In all communications, bidders must reference IFB number: FSB-070112

The Mandatory Pre-bid Conference will begin at the time specified, and company representatives are strongly urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Mandatory Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Any change or addition to the requirements contained in the Invitation for Bids as a result of the Mandatory Pre-bid Conference will be executed by written change notice. It is the responsibility of the bidder to check for any change notice which will be posted on the District’s website pursuant to Section 84 ("Addenda / Clarification") of this Agreement.

82. 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 equivalent to ten percent (10%) of the total bid amount. Bond must be in the form provided (see Attachment), 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 deliver required Contracts, Bonds and Insurance requirements. Unsuccessful bidder's cashier's check, certified check or bid 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 documents.
83. PERFORMANCE BOND

Within fifteen (15) days after notification of intent to award the Contract, the successful vendor must furnish the District a performance bond equivalent to twenty percent (20%) of the estimated annual contract value. Bond must be for (1) year, renewable yearly thereafter. Bond must be in the form provided (see Attachment).

84. ADDENDA / CLARIFICATION

Any inquiries/questions regarding this bid must also be submitted, via email, fax, or delivery, to the Purchasing Department, as addressed below. The request for inquiries, questions and or clarification must be received by the Purchasing Department no later than the close of the business day on July 24, 2012 (5:00 P.M.). Questions and or clarifications received after this date and time will be rejected and returned to the sender without response.

Any interpretations, changes, additions, or deletions will be made only by addendum duly issued, a copy of such addendum will be posted on the District’s website, see below, and mailed and/or faxed to all known parties.

Issued addenda must be initialed and returned with bid response documents by the bid due date and time.

When communicating, always reference the bid number and the appropriate condition, section, page, etc.

A. Inquiries/questions regarding this bid must be directed to:

   Allen Benjamin, Purchaser
   San Francisco Unified School District
   Purchasing Department
   IFB No. FSB-070112
   135 Van Ness Avenue, Room 123
   San Francisco, CA 94102

   Fax: (415) 241-6487
   Email: benjamin@sfusd.edu

B. Inquiries/questions/communications, etc. regarding this bid will be posted on the SFUSD webpage location below. Bidders are advise to check this location on a regular basis for updates of communication for the IFB.

LINK:


NAVIGATION:

www.SFUSD.Edu > Departments > Purchasing Department > Current Bids/RFPs > Invitations for Bids > FOOD AND FOOD SUPPLIES
85. PRE-AWARD DOCUMENTS REQUIRED
   A. Contract Proposal Page (Page 4 of IFB and Contract Proposal) properly completed
   B. Bid Form properly completed (Attachment A)
   C. Bid Sheets properly completed (Attachment B)
   D. References Form properly completed (Attachment C)
   E. Bid Bond properly signed and executed (Attachment E)
   F. All other supporting documents as required by the District

86. POST AWARD DOCUMENTS REQUIRED
   A. Insurance certificates and endorsements
   B. Criminal Background Check and Tuberculosis Clearance Form (Attachment D)
   C. Performance Surety Bond (Attachment F)
   D. Suspension and Debarment Certification Form (Attachment G)
   E. All other supporting documents as required by the District

87. ATTACHMENTS TO INVITATION FOR BID AND CONTRACT

   Attachments A through H, inclusive, as detailed in Sections 85 (Pre-Award Documents Required*) and Section 86 (*Post Award Documents Required*), and as otherwise detailed in this Invitation for Bid and Contract, shall be attached and incorporated into this Invitation for Bid and Contract as though fully set forth herein.
(Attachment-A)

**BID FORM**

Please review all bid documents carefully; the District will not be responsible for any error or omissions on the part of the Contractor in submitting a bid.

In signing below, the undersigned hereby proposes and agrees to furnish and deliver the goods and/or services as quoted in the accordance with the terms and conditions of the invitation for bids and at the pricing quoted in the Bid Sheets.

---

**To Be Completed by Bidder:**

By signing below, I attest that I am an authorized representative/agent, and that I am authorized by my signature to bind this company contractually.

All bids must show the bidder company name and must be signed by a responsible officer or employee fully authorized to bind the company to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

**Company Name:**

**Address:**

**City, State, Zip Code:**

**Telephone Number:**

**Fax Number:**

**Email Address:**

**Name (Please Print):**

**Title:**

**Signature (Must be Hand-Written):**

**Date:**
(Attachment-D)

Criminal Background Check/Tuberculosis Clearance Written Certification Form

<table>
<thead>
<tr>
<th>Name of Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services to be performed under the Agreement:</td>
</tr>
<tr>
<td>Schools/Locations where services are being performed:</td>
</tr>
<tr>
<td>Total amount to be paid by the District Under this Agreement not to exceed:</td>
</tr>
<tr>
<td>Term of Agreement: FY</td>
</tr>
</tbody>
</table>

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

**CRIMINAL BACKGROUND CHECK**

1. □ Contractor/Contractor's employees, agents or volunteers will **ONLY HAVE LIMITED OR NO CONTACT** with District students (as defined by District) in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with District students in the performance of this Agreement.

2. □ Contractor/Contractor's employees, agents or volunteers, **listed below**, will have **MORE THAN LIMITED CONTACT** with District students (as defined by District) in the performance of this Agreement. **INSERT NAMES OF EMPLOYEES** (Attach and sign additional pages, as needed.)

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

**TUBERCULOSIS CLEARANCE**

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

4. □ Contractor/Contractor's employees, agents or volunteers, **listed below**, will have **MORE THAN LIMITED OR PROLONGED CONTACT** with District students (as defined by District) in the performance of this Agreement, and have cleared a TB Test. **INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE** (Attach and sign additional pages, as needed.)

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

<table>
<thead>
<tr>
<th>Contractor Signature Date</th>
<th>Administrator Signature Date</th>
<th>Cabinet Member Signature Date</th>
</tr>
</thead>
</table>

Print name of Signatory
Print name of Administrator
Print name of Cabinet Member
(Attachment-B)

BID SHEETS

The Bid Sheets to be completed for IFB #: FSB-070112 Attachment B (Bid Sheets) consists of six spreadsheets for items in six product groups, Groups A, B, C, D, E, and F. Bidder shall complete the spreadsheet for each Group (A-F) and submit these consistent with the requirements of this Invitation for Bid. These forms can be found at the end of the document.
REFERENCES FORM

Bidders must be qualified and experienced in the type and volume of work as indicated in Section 68 ("References") of this Invitation for Bid/Contract Proposal. As proof of this, bidders must provide references from at least three (3) organizations to which bidder provides, or has provided, food & food supplies which substantiate that bidder meets the requirements of Section 68 ("References"). The contacts provided must have direct knowledge of the bidder’s performance of those services. Bidders must fill out every field in this References Form. Failure to submit this evidence may result in rejection of a bidder's bid. If bidder wishes to provide additional references meeting these requirements, a copy of this form may be used.

1) Organization: ____________________________________________________________

Contact (Name & Title): ____________________________________________________

Address: ___________________________ City & State: __________________________

Telephone: _________________________ Email: _____________________________

Description of the food & food supplies (including dates) bidder provided to the company:

________________________________________________________________________

________________________________________________________________________

2) Organization: __________________________________________________________

Contact (Name & Title): ____________________________________________________

Address: ___________________________ City & State: __________________________

Telephone: _________________________ Email: _____________________________

Description of the food & food supplies (including dates) bidder provided to the company:

________________________________________________________________________

________________________________________________________________________

3) Organization: __________________________________________________________

Contact (Name & Title): ____________________________________________________

Address: ___________________________ City & State: __________________________

Telephone: _________________________ Email: _____________________________

Description of the food & food supplies (including dates) bidder provided to the company:

________________________________________________________________________

________________________________________________________________________
(Attachment-E)

BID BOND FORM

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 ____________________, 2011.

(Principal) (Seal)

(Witness) (Title)

Surety) (Seal)

(Witness) (Title)

SIGNATURE EXECUTED IN BEHALF OF SURETY MUST HAVE PROPER ACKNOWLEDGEMENT.

BID BOND FORM / SECTION E / May 2006
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 “Food and Food Supplies Contract”); and

WHEREAS, Contractor is required by the terms of the Food and Food Supplies Contract to furnish a bond for the faithful performance of all terms and conditions of the Food and Food Supplies 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 Food and Food Supplies Contract, which is incorporated herein by reference.

2. If Contractor timely performs each and every obligation under the Food and Food Supplies 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 Food and Food Supplies Contract; and

3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Food and Food Supplies Contract, to Surety in accordance with the terms of the Food and Food Supplies Contract or to a contractor selected to perform the Food and Food Supplies Contract in accordance with the terms of the Food and Food Supplies 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 Food and Food Supplies Contract; or

4.2 Undertake to perform and complete the Food and Food Supplies 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 Food and Food Supplies 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 Food and Food Supplies Contract, and pay to District the amount of damages as described in Par-
agraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Food
and Food Supplies 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 de-
scribed 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 ten-
dered 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
Food and Food Supplies Contract, and the responsibilities of District to Surety shall not be greater than those
of the District under the Food and Food Supplies 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 Food and Food Supplies Contract, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of the defective work, materials and equipment and com-
pletion of the Food and Food Supplies Contract;

6.2 Additional legal, design professional, construction management and delay costs resulting from the Con-
tactor’s Default, and resulting from the actions or failure.

6.3 Liquidated damages, or if no liquidated damages are specified in the Food and Food Supplies 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 Food and
Food Supplies 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 Food and Food Supplies Con-
tact 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 fixed 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 Food and
Food Supplies 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 Food and Food Supplies Contract.

11.2 Food and Food Supplies 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 Food and Food Supplies Contract.

CONTRACTOR, as principal

By: __________________________
Title: __________________________
Address: __________________________
Fax: __________________________
Phone: __________________________

SURETY

By: __________________________
Title: __________________________
Address: __________________________
Fax: __________________________
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
(Attachment-G)

1. SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §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 USDA agency with which this transaction originated.

(Before completing certification, read instructions on next page.)

2. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

3. 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.

Organization Name

PR/Award Number or Project Name

Name(s) and Titles of Authorized Representative(s)

Signatures

Date
4. INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page 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 whom 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 he or she 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 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 principles. Each participant may, but is not required to, check the Non-procurement 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 are 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.
# DELIVERY LOCATIONS

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<th>MIDDLE SCHOOLS</th>
<th>ADDRESS</th>
<th>PHONE</th>
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<tr>
<td>APTOS</td>
<td>105 Apts Avenue, San Francisco, CA 94127</td>
<td>(415) 469-4525</td>
<td>BALBOA</td>
<td>1000 Cayuga Street, San Francisco, CA 94112</td>
<td>(415) 452-4631</td>
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<tr>
<td>JAMES DENMAN</td>
<td>241 Oneida Street, San Francisco, CA 94112</td>
<td>(415) 469-4545</td>
<td>BURTON</td>
<td>400 Mansell Street, San Francisco, CA 94134</td>
<td>(415) 469-4570</td>
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<tr>
<td>EVERETT</td>
<td>450 Church Street, San Francisco, CA 94114</td>
<td>(415) 241-6353</td>
<td>DOWNTOWN</td>
<td>693 Vermont Street, San Francisco, CA 94107</td>
<td>(415) 695-5865</td>
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<tr>
<td>FRANCISCO</td>
<td>2190 Powell Street, San Francisco, CA 94133</td>
<td>(415) 291-7911</td>
<td>GALILEO</td>
<td>1150 Francisco Street, San Francisco, CA 94109</td>
<td>(415) 749-3450</td>
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<tr>
<td>A.P. GIANNINI</td>
<td>3151 Ortega Street, San Francisco, CA 94122</td>
<td>(415) 759-2779</td>
<td>GATEWAY HS</td>
<td>1430 Scott Street, San Francisco, CA 94115</td>
<td>(415) 749-3600</td>
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<td>HOOVER</td>
<td>2290 14th Avenue, San Francisco, CA 94116</td>
<td>(415) 759-2791</td>
<td>I.S.A.</td>
<td>655 DeHaro Street, San Francisco, CA 94107</td>
<td>(415) 695-5913</td>
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<td>LAWTON</td>
<td>443 Burnett Street, San Francisco, CA 94131</td>
<td>(415) 695-5692</td>
<td>JUNE JORDAN</td>
<td>325 La Grande Avenue, San Francisco, CA 94112</td>
<td>(415) 496-4587</td>
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<tr>
<td>JAMES LICK</td>
<td>1220 Noe Street, San Francisco, CA 94114</td>
<td>(415) 695-5970</td>
<td>LINCOLN</td>
<td>2162 24th Avenue, San Francisco, CA 94116</td>
<td>(415) 759-2716</td>
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<td>M.L. KING</td>
<td>350 Girard Street, San Francisco, CA 94134</td>
<td>(415) 330-1567</td>
<td>LOWELL</td>
<td>1101 Eucalyptus Drive, San Francisco, CA 94132</td>
<td>(415) 759-2748</td>
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<td>MARINA</td>
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<td>(415) 749-3504</td>
<td>MARSHALL HS</td>
<td>45 Conkling Street, San Francisco, CA 94103</td>
<td>(415) 695-5613</td>
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<tr>
<td>PRESIDIO</td>
<td>450 30th Avenue, San Francisco, CA 94121</td>
<td>(415) 750-8444</td>
<td>MISSION</td>
<td>3750 18th Street, San Francisco, CA 94114</td>
<td>(415) 241-6341</td>
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<tr>
<td>ROOSEVELT</td>
<td>460 Arguello Boulevard, San Francisco, CA 94118</td>
<td>(415) 750-8454</td>
<td>O'CONNELL</td>
<td>2355 Folsom Street, San Francisco, CA 94110</td>
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<td>VIS VALLEY</td>
<td>450 Raymond Street, San Francisco, CA 94134</td>
<td>(415) 469-4706</td>
<td>S.O.T.A.</td>
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<td>WALLENBERG</td>
<td>40 Vega Street, San Francisco, CA 94115</td>
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<td>WASHINGTON</td>
<td>600 32nd Avenue, San Francisco, CA 94121</td>
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**Group C**

**Frozen Goods**

**Sub-Total Frozen Goods**
| ITEM | DESCRIPTION | USE | CASE SIZE | BRAND | MANUFACTURER CODE | CURRENT PACK SIZE | DECREASE | PERN CASE | PER CASE | % CASE | % TOTAL | UNIT COST | TOTAL COST | EXPIRED |
|------|-------------|-----|-----------|-------|-------------------|------------------|----------|-----------|----------|--------|--------|---------|-----------|-----------|--------|
|      |             |     |           |       |                   |                  |          |           |          |        |        |         |           |          |        |

**Supplies**

**GROUP E**