



**PURCHASING DEPARTMENT**

135 Van Ness Avenue, Room 123  
San Francisco, Ca. 94102

T 415.241.6468

F 415.241.6487

[WWW.SFUSD.EDU](http://WWW.SFUSD.EDU)

**INVITATION FOR BID ~ Cover Sheet**

**DAIRY PRODUCTS**

**IFB No. D-1731000117**

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**MAIL OR DELIVER BIDS TO**

San Francisco Unified School District  
Purchasing Department  
IFB No. D-1731000117  
135 Van Ness Avenue, Room 123  
San Francisco, CA 94102

**BID DUE DATE AND TIME:**

**November 29th 2016, BY 2PM PST.**

- Please go to the following link to view and download the bid package.  
<http://www.sfusd.edu/en/doing-business-with-sfusd/current-invitations-for-bids.html>  
Please look for Dairy Products section under the "Current Invitations for Bid". All related documents for this bid will be posted here. Questions and Answers are scheduled to be posted on November 21<sup>st</sup>, 2016. Please visit it regularly for all the latest update.
- 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 78 ("Inquiries; Addenda; Clarification") herein.

Purchaser: Leon Ho  
Phone: 415-241-6468 x 1607  
Email: [hol@sfusd.edu](mailto:hol@sfusd.edu)

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(\* Indicates documents required to accompany bid response, fully executed)

<b>Timeline</b>	<b>Date</b>
Bid Issue .....	Nov. 1 <sup>st</sup> , 2016
Bid Mailed .....	Nov. 1 <sup>st</sup> , 2016
Bid Advertisement #1 .....	Nov. 1 <sup>st</sup> , 2016
Bid Advertisement #2 .....	Nov. 8 <sup>th</sup> , 2016
Question Deadline .....	Nov. 15 <sup>th</sup> , 2016
Answer to Question .....	Nov. 21 <sup>st</sup> , 2016
Bid Due and Opening .....	Nov. 29 <sup>th</sup> , 2016
Intent to Award Notice .....	Dec. 2 <sup>nd</sup> , 2016
Board of Education Meeting .....	Dec. 13 <sup>th</sup> , 2016
Contract Award (Approximately) .....	Feb. 1 <sup>st</sup> , 2017

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., November 29<sup>th</sup>, 2016

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

IFB NO. D-1731000117

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

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 18 "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? \_\_\_\_\_

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**GENERAL TERMS, CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS****INTRODUCTION**

The San Francisco Unified School District and San Francisco County Office of Education (District) is the school district for the City and County of San Francisco and serves approximately 60,000 students at its elementary schools, middle schools, high schools and childcare sites. In addition to the District's administrative headquarters at 555 Franklin Street, there are several administrative sites located within the City.

**DEFINITIONS**

1. "Purchaser" means Supervisor of Purchasing Department, San Francisco Unified School District. "District" means San Francisco Unified School District. "Contractor" means bidder to whom award is made.

**PURCHASE AGREEMENT PROPOSALS**

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

**BONDS**

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

**ALTERNATES**

5. When the name of manufacturer, brand, or make, with or without model number, is used in describing any item in Purchasing Agreement Proposal, bids for equal articles will be considered unless otherwise stated, but the Purchaser shall be the sole judge as to whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered would be assumed to be the specific articles named in the proposal. If not offering the specific article named, bidder should enclose with bid full information, specifications and descriptive data on items offered.
6. The Purchaser reserves the right to permit deviations from the specifications if an article offered is substantially in accord with the specifications and is deemed by the Purchaser to be of as good quality and as fully satisfactory for its intended use as an article fully meeting

specifications. Unless exceptions are noted by bidder, the article offered will be assumed to be in accord with specifications.

### **SAMPLES**

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

### **DELIVERIES**

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

### **PURCHASE AGREEMENT – INTERPRETATION – ASSIGNMENT**

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

### **INFRINGEMENTS – INDEMNIFICATION**

16. The contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by District, its officers or agents, or any article supplied under this Purchase Agreement Proposal, and the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability, loss, or damage arising from such claims or suits.
17. The Contractor agrees to hold the San Francisco Unified School District harmless from any and all claims and liabilities for damage to all persons, including but not limited to employees of the contractor arising out of and in the course of the performance of this agreement.

**INSPECTIONS**

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

**FAILURE TO DELIVER**

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

**PRICE LISTS – DISCOUNTS FROM**

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

**ITEM, AGGREGATE BIDS**

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

**OPENING OF BIDS**

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

**FIRM PRICES**

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

**AWARDS**

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

### **CASH DISCOUNTS**

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

### **TAXES**

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

### **TERM BID – QUANTITIES**

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

### **PAYMENT**

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

**TERM OF AGREEMENT**

37. The term of the contract shall be from \_\_\_\_\_ award date, for one full year. This contract may be renewed annually for one (1) year for up to four (4) additional years at the sole discretion of the District.

**TERMINATION**

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

**ENTIRE CONTRACT**

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

**ASSIGNMENT**

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

**INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES**

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



**INCIDENTAL AND CONSEQUENTIAL DAMAGES**

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

**BUDGET AND FISCAL PROVISIONS**

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

**CONFLICT OF INTEREST**

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

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

**PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT**

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

only in performance of the Agreement. The Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

### **MODIFICATION OF AGREEMENT**

48. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
49. The District may order changes in the work herein required and may order extra materials and extra work in connection with the performance of the contract and the Contractor must comply with such orders, except that:
- A. If changes in services are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract may be increased or decreased by such amount as the Contractor and the Purchaser may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work, and
  - B. No order for any alteration, modification, or extra which will increase or decrease the cost of the services shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Purchaser and certified by the Chief Financial Officer pursuant to Section 45. No oral statement of any person whosoever shall in any manner or degree modifies or otherwise affects the terms of this contract.
  - C. Any modifications thus ordered by the District and agreed to by the Contractor must be approved by the Board of Education, and the resultant contract modification must be executed by the District and the Contractor.

### **ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION**

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

### **AGREEMENT MADE IN CALIFORNIA: VENUE**

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

### **LAWS AND REGULATIONS**

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

### **SUBCONTRACTING**

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

**NON-DISCRIMINATION**

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

**BANKRUPTCY**

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

**INSURANCE**

56. Prior to award, contractor must submit written evidence of the following insurance which must be maintained in force during the term of this contract:
- a. Comprehensive General Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
  - b. Comprehensive or Business Automobile Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
  - c. Workman's Compensation with Employers Liability limits of not less than \$1,000,000 each accident.
  - d. If any policies are written on claims made from, the contractor agrees to maintain such insurance continuously in force for three years following the completion of this contract.
  - e. Certificate of Insurance, satisfactory to the District, evidencing all coverages above shall furnished to the District before commencing any operations under this contract, with complete copies of policies upon District request.
  - f. Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.
  - g. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:

- Name as additional insured the San Francisco Unified School District, its board, officers and employees.
- Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom a claim is made or a suit is brought against.
- The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing regarding cancellation, non-renewal or reduction of coverage of any of the above insurance.

### **CONTRACTOR'S DEFAULT**

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

### **FILING OF PROTESTS**

58. All protests shall be filed, handled and resolved in a manner consistent with the District's Protest Procedures.

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

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

**DAIRY PRODUCTS**  
**IFB No. D-1731000117**

**SPECIAL CONDITIONS**

**PURPOSE**

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

**ESTIMATED CONTRACT VALUE**

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

**TERM OF CONTRACT**

61. This contract shall run for one year, beginning on February 1, 2017 through January 31, 2018. The contract may be extended by mutual agreement for two additional one-year periods.

**COMMERCIAL FREE/TOBACCO SUPPORT FREE SCHOOLS**

62. 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.

**DAIRY REQUIREMENTS**

63. Milk products shall be manufactured and packaged as defined in the state regulations governing the production and sale of milk and milk products, as published by the State Board of Health. Milk and milk products shall be pasteurized, homogenized and vitamin fortified. All products must conform to the provisions set forth in the federal, state, county and city laws for their production, handling, processing, marketing and labeling. Fat free (skim) milk 1%, and flavored milk may contain no more than 19 grams of sugar per 8 ounces including naturally occurring and added sweetener nor contain High Fructose Corn Syrup (HFCS). Case pack for 8 ounce units may not exceed 50.

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

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

### **SCOPE OF SERVICES**

64. SFUSD Student Nutrition Services (SNS) oversees the administration and operation of the National School Lunch Program, School Breakfast Program, After School Supper Program, and After School Snack Program. Approximately 6,000 breakfasts, 25,000 lunches, 6000 suppers, and 7,000 snacks are prepared daily and served at approximately 115 Elementary, Middle and High Schools. In addition, The SFUSD Early Education Department (EED) oversees the administration and operation of the Child and Adult Care Food Program serving approximately 2,000 breakfasts and 4,700 lunches year round in 47 EED Centers.

Vendor must provide inside milk delivery in refrigerated trucks to approximately 115 SNS locations but not limited to the number of deliveries per week and daily delivery to the EED Central Kitchen.

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

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

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

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

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

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

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

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

### **ORDERING**

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

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

### **DELIVERIES**

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

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

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

Each delivery must be accompanied by a legible delivery receipt. Receipt to include: product identification, unit price, price extension and total price. Sufficient time must be allowed at time of delivery for adequate inspection of product. The District reserves the right to reject products delivered in error, not delivered according to specifications or of sub-standard quality. No substitution of any product may be made without prior approval from Student Nutrition Services or Early Education Department. Vendor must secure authorization from the appropriate department for any ordered items that are not listed on this proposal. Verbal approval of any substitution must be confirmed and charged at the same bid price.

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

Service during SFUSD holidays and vacations will be at reduced levels. Prior to any such reduction, the District representative will contact the Vendor to arrange for reduced ser-

vice. The volume will drop to approximately one-fourth of the normal volume during these times.

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

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

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

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

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

#### **VENDOR'S FACILITIES**

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

#### **PRICE INCREASE/DECREASE**

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

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

#### **INVOICING**



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

Student Nutrition Services  
Rajpal Bal, Manager  
Student Nutrition Services  
841 Ellis Street  
San Francisco, CA 94109

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

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

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

### **REPORTS**

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

### **BID BOND**

72. Accompanying each proposal shall be a cashier's or certified check payable to San Francisco Unified School District, or an original Bid Bond for 10% of the total contract amount. Bond must be in the form provided (see enclosure) and must be executed by a surety company, which has obtained a Certificate of Authority (Admitted) from the California Department of Insurance. Any condition of limitation placed upon said check of any alteration of said form of bond, or imperfection in the execution thereof, as herein required, may result in the rejection of that proposal under which said check or bond is submitted. Said check or bond shall guarantee that the vendor, if awarded the contract will execute and delivered required Contracts, Bonds and Insurance requirements. Unsuccessful bidder's cashier's check, certified check or bond will be returned within thirty (30) days upon approval of the Board to the successful bidder. Successful bidder's cashier's check, certified check or bid bond will be returned within thirty (30) days upon full execution of all contract requirements.

### **PERFORMANCE SURETY BOND**

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

**CRIMINAL BACKGROUND CHECK/FINGERPRINTING**

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

**SUSPENSION & DEBARMENT CERTIFICATION**

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

**REFERENCES**

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

**ADDENDA / CLARIFICATION/INQUIRIES**

77. All inquiries/questions regarding the bid conditions must be submitted in writing, to the appropriate person, and must be received by District at least ten (10) days, excluding holidays and weekends, prior to the date and time of the bid opening. Responses will be communicated on the SFUSD Website by November 21<sup>st</sup>, 2016 (please refer to Navigation below). Inquiries received after the date and time stated above will not be accepted and will be returned to the sender without response. When communicating, always refer to the applicable Bid number.

Navigation:

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

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

Leon Ho, Purchaser  
Purchasing Department  
San Francisco Unified School District  
135 Van Ness Avenue, Room 101  
San Francisco, CA. 94102  
FAX: 415-241-6487  
PHONE: 415-241-6468  
EMAIL: hol@sfusd.edu

**PRE-AWARD DOCUMENTS REQUIRED**

78. 1. Completed and signed Purchasing Agreement Proposal – Page 3  
2. Vendor Price sheet  
3. Suspension and Debarment Certification properly signed and executed – Page 29-30  
4. Bid Bond properly signed – Page 25  
5. References List – Page 24  
6. rGBH Certification  
7. Bid Sheet – Page 21

**POST AWARD DOCUMENTS REQUIRED**

79. 1. Insurance, including Letter of Endorsement.  
2. Criminal Background Check form – Page 23  
3. All other supporting documentations as required by the District.  
4. If fulfillment of this contract requires any permits or licenses, copies of them will be required at this time.  
5. Performance Surety Bond – Page 26-28



TK-12 INSTRUCTIONAL CALENDAR  
2016-2017

ATTACHMENT A

**JULY 2016 0**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Jul 4 - Independence Day (Holiday)

**OCTOBER 2016 20**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Oct 10 - Columbus National General Workers Day (10) On the same day as the following day (Holiday)

**JANUARY 2017 19**

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Jan 3 - New Year's Day (Holiday)  
Jan 6 - Martin Luther King (Holiday)  
Jan 27 - Junior New Year Observance (School Sites and ESS Closed - District offices - Open) - Rescheduled Field Practicing Holiday

**APRIL 2017 20**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

**AUGUST 2016 13**

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Aug 9-11 - Professional Development Day (TK-12)  
Aug 12 - Teacher Work Day  
Aug 15 - 1<sup>st</sup> Day of Instruction

**NOVEMBER 2016 18**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

Nov 11 - Veterans Day (Holiday)  
Nov 21 - Rescheduled Field Practicing Holiday  
Nov 23-25 - Thanksgiving Recess

**FEBRUARY 2017 19**

M	T	W	T	F
	1	2	3	
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

Feb 20 - President's Day (Holiday)

**MAY 2017 20**

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

May 26 - End of the Spring Semester  
May 29 - Memorial Day (Holiday)

**SEPTEMBER 2016 21**

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Sep 5 - Labor Day (Holiday)

**DECEMBER 2016 12**

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Dec 16 - End of the fall semester  
Dec 19-20 - Winter Recess

**MARCH 2017 18**

M	T	W	T	F
	1	2	3	
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Mar 27-31 - Spring Recess  
Mar 21 - Senior Counsel Day (Observance) (School Sites and ESS Closed) - District Offices Open - Rescheduled Field Practicing Holiday

**JUNE 2017 0**

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Instructional Days by Month

Jul	0	Jan	19
Aug	13	Feb	19
Sept	21	Mar	18
Oct	20	Apr	20
Nov	18	May	20
Dec	12	Jun	0

Fall Semester - 84 days  
Spring Semester - 96  
Total Instructional Days - 180  
Total Work Day - 1  
Professional Development Days - 3  
Total Service Days - 184

Legend

	Recess/Break
	Holiday
	Staff Development Day(s)
	1 <sup>st</sup> & last day of school
	Teacher work day
	School Site Holidays

(Attachment-B)  
**BID SHEET**

<b>SAN FRANCISCO UNIFIED SCHOOL DISTRICT</b>		DATE:	
<b>STUDENT NUTRITION SERVICES &amp; CHILD DEVELOPMENT PROGRAM</b>			
<u>STUDENT NUTRITION SERVICES</u>			
DESCRIPTION	ESTIMATED YEARLY USAGE	UNIT COST	TOTAL
1% LOW FAT MILK – ½ PINT	2,549,068	\$	\$
NON FAT CHOCOLATE MILK – ½ PINT	1,831,519	\$	\$
TOTAL MILK COST			\$
<u>EARLY EDUCATION DEPARTMENT</u>			
DESCRIPTION	ESTIMATED YEARLY USAGE	UNIT COST	TOTAL
HOMOGENIZED WHOLE MILK – ½ GALLON	468	\$	\$
1% LOW FAT MILK – ½ GALLON	26,110	\$	\$
TOTAL MILK COST			\$
DESCRIPTION	ESTIMATED YEARLY USAGE	UNIT COST	TOTAL
NON-FAT WHITE HALF PIN	448,852	\$	\$
LACTAID NF W/CALCIUM HALF PINT	2,900	\$	\$
<i>BY SIGNING BELOW, I ATTEST THAT I AM AN AUTHORIZED REPRESENTATIVE/AGENT, AND THAT I AM AUTHORIZED TO BIND THIS COMPANY CONTRACTUALLY.</i>			
COMPANY:			
ADDRESS:			
CITY, STATE, ZIP CODE:			
PHONE #:	CELL #:	FAX #:	
EMAIL ADDRESS:			
NAME:		TITLE:	
SIGNATURE:		DATE:	

SCHOOLS DELIVERY SCHEDULES (Attachment - C)

SFUSD SCHOOLS			Delivery ROUTES Schedule			SFUSD SCHOOLS			Delivery ROUTES Schedule			SFUSD SCHOOLS			Delivery ROUTES Schedule		
Site #						Site #					Site #						
1	413	Alamo	456	TUE/FRI	42	644	Jefferson	517	MON/THUR	81	796	Roofop - Elementa	561	MON/THUR			
2	420	Alvarado	457	TUE/FRI	43	757	June Jordan	518	TUE/FRI	82	796a	Roofop - Mayeda C	562	MON/THUR			
3	431	Aptos Middle School	458	MON/THUR		484	City Arts & Tech @ JU	519	MON/THUR	83	797	Roosevelt	563	T.W.F			
4	435	Argonne	461	TUE/FRI	43	544	Koy Francis Scott	520	MON/THUR	84	493	S.F. Community	564	TUE/FRI			
5	439	Balboa	463	M.T.W.Th.F	44	710	King, Martin Luther	522	MON/THUR	85	983	Sarah B Cooper	578	M.T.W.Th.F			
6	456	Bryant	467	TUE/FRI	45	838	King, Starr	572	TUE/FRI	86	816	Sanchez	585	MON/THUR			
7	764	Burton, Phillip & Sala	470	TUE/FRI	46	658	KIPP Bayview	640	MON/THUR	87	815	School of the Arts	582	M.W.F			
8	449	Carmichael, Bessie	471	TUE/FRI	47	664	Lafayette	524	TUE/FRI		832	Ruth Asawa		TUE/FRI			
9	625	Carver, Dr. George W	472	MON/THUR	48	670	Lakeshore Alternative	527	MON/THUR			CDP AT SOTA	602	TUE/FRI			
10	603	Chavez, Cesar	473	M.W.Th	49	490	Lau, Gordon J.	528	M.T.W.Th.F	88	656	Serra, Junipero	566	TUE/FRI			
11	872	Chin, J. Y. @ SB Coope	476	MON/THUR	50	676	Lawson Alternative	529	MON/THUR	89	814	SF Public Mont	567	TUE/FRI			
12	476	Chinese Ed. Center	477	MON/THUR	51	634	Lick, James	530	TUE	90	820	Sheridan	568	MON/THUR			
13	483	Civic Center	478	TUE/FRI	52	479a	Lilienthal ES, Madiso	532	MON/THUR	91	823	Sherman	569	MON/THUR			
14	509	Chinese Immersion	479	MON/THUR	53	479	Lilienthal, (Divisader	531	TUE/FRI	92	488	Sloat, Commo	570	MON			
15	478	Clarendon Alternative	482	MON/THUR	54	405	Lincoln, Abraham	533	MON/THUR	93	824	Sprigg Valley	571	MON/THUR			
16	481	Cleveland	483	TUE/FRI	55	691	Longfellow	534	TUE/FRI	94	782	Stevenson, R. L.	573	MON/THUR			
17	525	Cobb, Dr. William L.	484	TUE/FRI	56	697	Lowell	535	M.W.F	95	842	Sunnyside	574	TUE/FRI			
18	632	Denman, James	485	TUE/FRI	57	830	Malcolm X Academy	536	MON/THUR	96	750	Sunset	575	MON/THUR			
19	678	Leadership	871	TUE/FRI	58	618	B. Vista H. Mann	537	TUE/FRI	97	848	Sutro	576	TUE/FRI			
20	742	Downtown	486	THUR	59	708	Marina	538	TUE/FRI	98	513	Taylor, E.R.	577	M.W.Th			
21	507	Drew, Dr. Charles	487	MON/THUR	60	714	Marshall ES	539	MON/THUR	99	859	Tenderloin	578	TUE/FRI			
22	521	El Dorado	488	TUE/FRI	61	853	Marshall, Thurgood	540	M.W.Th	100	862	Ullua	579	MON/THUR			
23	529	Everett	489	MON	62	549	McCoppin, Frank	542	TUE/FRI	101	867	Visitation Valley	580	TUE/FRI			
24	537	Fairmount	490	TUE/FRI	63	718	McKinley	543	MON	102	868	Visitation Valley M	581	TUE/FRI			
25	539	Feltnstein, Dianne	492	MON/THUR	64	505	Milk, Harvey	544	MON/THUR	103	785	Waldenberg, Raoul	583	TUE/FRI			
26	542	Filipino Ed Center	494	MON/THUR	65	722	Miraloma	545	TUE/FRI	104	571	Washington, Georg	584	TUE/FRI			
27	680	Flynn, Leonard R.	495	T.W.F	66	725	Mission	546	MON/THUR	105	497	Webster, Daniel	585	THUR			
28	546	Francisco	496	MON	67	621	S.F. International	306	TUE/FRI	106	743	Wells, Ida B.	586	MON/THUR			
29	559	Gallio	497	M.T.Th, F	68	724	Mission Ed Center	547	TUE/FRI	107	876	West Portal	587	MON/THUR			
30	562	Garfield	498	MON/THUR	69	729	Monroe	548	TUE/FRI	108	801	Wo. Yick	588	MON/THUR			
31	565	Gateway High	499	TUE/FRI	70	723	Moscone, George R.	549	MON/THUR	109	485	Yu, Alice Fong (Alt.	589	MON/THUR			
	657	KIPP SF Bay @ Gateway			71	650	Muir, John	550	TUE/FRI	110	809	Creative Arts	521	TUE			
32	404	Glenninl, A.P.	501	MON/THUR	72	735	New Traditions	551	TUE/FRI		566	Gateway/MS @ Creative Arts					
33	575	Glen Park	502	TUE/FRI	73	651	O'Connell, John	552	THUR	111	858	Willie Brown	236	TUE/FRI			
34	589	Grattan	503	MON/THUR	74	746	Ortega, Jose	553	MON/THUR		458	SF Arc					
35	593	Guadalupe	506	TUE/FRI	75	638	Parker, Jean	554	MON/THUR		887	Gateway to College					
36	453	Harte, Brel	508	MON/THUR	76	786	Parks, Rosa	555	TUE/FRI		307	McCaulley					
37	614	Hillcrest	513	M.W.Th	77	569	Peabody, George	556	TUE/FRI		498	CARE					
38	616	Hilltop	523	THUR	78	778	Presidio	557	TUE			Access Bay					
39	607	Hoover, Herbert	514	MON/THUR	79	790	Redding	559	MON/THUR								
40	466	Independence	515	MON/THUR	80	760	Revere, Paul	560	TUE/FRI								
41	661	KIPP College Prep	243	TUE/FRI													

Holiday Schedule: Delivers scheduled for Monday will receive their delivery on Tuesday and delivers scheduled on Tuesday will receive their delivery on Wednesday.

(Attachment-D)

**Criminal Background Check/Tuberculosis Clearance Written Certification Form**

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

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

<b>CRIMINAL BACKGROUND CHECK</b>		
1.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <b><u>ONLY HAVE LIMITED OR NO CONTACT</u></b> 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.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed below</u> , will have <b><u>MORE THAN LIMITED CONTACT</u></b> with District students (as defined by District) in the performance of this Agreement. <b>INSERT NAMES OF EMPLOYEES</b> (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.
<b>TUBERCULOSIS CLEARANCE</b>		
3.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <b><u>ONLY HAVE LIMITED OR NO CONTACT</u></b> with District students (as defined by District).
4.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed below</u> , will have <b><u>MORE THAN LIMITED OR PROLONGED CONTACT</u></b> with District students (as defined by District) in the performance of this Agreement, and have cleared a TB Test. <b>INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE</b> (Attach and sign additional pages, as needed.)

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

_____ Contractor Signature	_____ Date	_____ Administrator Signature	_____ Date	_____ Cabinet Member Signature	_____ Date
_____ Print name of Signatory		_____ Print name of Administrator		_____ Print name of Cabinet Member	

(Attachment-E)

**REFERENCES FORM**

Bidder shall provide the names of three (3) businesses or educational institutions, including phone numbers and contact names, for which similar services have been provided of a similar magnitude. As proof of this, and due to the nature of these services, bidders must provide evidence that they have sufficient experience and financial capability to meet the needs of this contract, references will need to have direct knowledge of the bidder's performance. The references are to be submitted with the bid form and other documents mentioned. The referenced jurisdictions or agencies served shall pertain only to services mentioned in this bid proposal. The reference information will be clearly handwritten or typed.

**1) Organization:** \_\_\_\_\_

Contact (Name & Title): \_\_\_\_\_

Address: \_\_\_\_\_ City & State: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of the services (including volume, type, and dates) that bidder provided to the company:

\_\_\_\_\_  
\_\_\_\_\_

**2) Organization:** \_\_\_\_\_

Contact (Name & Title): \_\_\_\_\_

Address: \_\_\_\_\_ City & State: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of the services (including volume, type, and dates) that bidder provided to the company:

\_\_\_\_\_  
\_\_\_\_\_

**3) Organization:** \_\_\_\_\_

Contact (Name & Title): \_\_\_\_\_

Address: \_\_\_\_\_ City & State: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of the services (including volume, type, and dates) that bidder provided to the company:

\_\_\_\_\_  
\_\_\_\_\_



(Attachment-F)

**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.

(Attachment-G)

**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 "Dairy Products"); and

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

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 Dairy Products, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Dairy Products, 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 Dairy Products; and
  - 3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Dairy Products, to Surety in accordance with the terms of the Dairy Products or to a contractor selected to perform the Dairy Products in accordance with the terms of the Dairy Products 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 Dairy Products; or
  - 4.2 Undertake to perform and complete the Dairy Products 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 Dairy Products, 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 Dairy Products, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Dairy Products, incurred by District resulting from Contractor's Default; or

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

- 11.2 Dairy Products: 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 Dairy Products

**CONTRACTOR**, as principal

**SURETY**

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Address:

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**DISTRICT**

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

(Attachment-H)

**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.)**

1. 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.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

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

\_\_\_\_\_  
Signatures

\_\_\_\_\_  
Date

**SUSPENSION DEBARMENT CERTIFICATION (CONTINUED)****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.

(Attachment-I)  
**CONTRACT AGREEMENT  
BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
AND**

---

This Agreement is dated for convenience \_\_\_\_\_ and is entered into between \_\_\_\_\_, (hereinafter "Contractor") and the **San Francisco Unified School District** (hereinafter "District").

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

**1. SERVICES CONTRACTOR AGREES TO PERFORM**

The Contractor shall provide the District with \_\_\_\_\_ to all requesting sites and administration offices as per RFP No. \_\_\_\_\_, received and opened on \_\_\_\_\_ consisting of signed Purchase Agreement Proposal, General Terms, Conditions, Instructions and Information for Bidders, Special Conditions and Bid Sheet.

**2. INFRINGEMENTS – INDEMNIFICATION**

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

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

**3. COMPENSATION**

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

**4. TERM OF AGREEMENT**

The term of the contract shall be from \_\_\_\_\_ award date, for one full year. This contract may be extended for a period or periods or up to \_\_\_ additional years by mutual agreement.

**5. INSURANCE**

Prior to award, contractor must submit written evidence of the following insurance which must be maintained in force during the term of this contract:

- h. Comprehensive General Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
- i. Comprehensive or Business Automobile Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
- j. Workman's Compensation with Employers Liability limits of not less than \$1,000,000 each accident.
- k. If any policies are written on claims made from, the contractor agrees to maintain such insurance continuously in force for three years following the completion of this contract

- l. Certificate of Insurance, satisfactory to the District, evidencing all coverages above shall furnished to the District before commencing any operations under this contract, with complete copies of policies upon District request.
- m. Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.
- n. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:
  - Name as additional insured the San Francisco Unified School District, its board, officers and employees.
  - Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom a claim is made or a suit is brought against.
  - The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing regarding cancellation, non-renewal or reduction of coverage of any of the above insurance.

#### **6. TERMINATION**

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

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

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

#### **7. CONTRACTOR'S DEFAULT**

Failure or refusal of the Contractor to perform or do any act herein required shall constitute default. In the event of any default, in addition to any other remedy available to the District, the District may terminate this Agreement pursuant to the terms of Section 6 herein. Such a termination shall not waive any other legal remedies available to the District.

#### **8. ENTIRE CONTRACT**

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

#### **9. ASSIGNMENT**

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



**10. INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES**

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

**11. INCIDENTAL AND CONSEQUENTIAL DAMAGES**

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

**12. BUDGET AND FISCAL PROVISIONS**

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

**13. CONFLICT OF INTEREST**

Contractor understands the following and certifies that it does not know of any facts which constitutes a violation:

Contractor hereby certifies that no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or who has been employed by the San Francisco Unified School District within the past two years, has participated in bidding, selling or promoting this contract. Furthermore, Contractor certifies that no such current or former Board member or employee has an ownership interest in this contract, nor shall any such current or former Board member or employee derive any compensation, directly or indirectly, from this contract. Contractor understands that any violation of this provision of the contract shall make the agreement violable by the District.

Government Code of the State of California, Section 87100 et. seq. Public officials; state and local; financial interest:

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

**14. PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT**

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

**15. MODIFICATION OF AGREEMENT**

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

The District may order changes in the work herein required and may order extra materials and extra work in connection with the performance of the contract and the Contractor must comply with such orders, except that:

If changes in services are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract may be increased or decreased by such amount as the Contractor and the Purchaser may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work, and

No order for any alteration, modification, or extra which will increase or decrease the cost of the services shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Purchaser and certified by the Director, Fiscal Services pursuant to Section 37 and 38. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract.

Any modifications thus ordered by the District and agreed to by the Contractor must be approved by the Board of Education, and the resultant contract modification must be executed by the District and the Contractor.

#### **16. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION**

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

#### **17. AGREEMENT MADE IN CALIFORNIA: VENUE**

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

#### **18. LAWS AND REGULATIONS**

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

#### **19. SUBCONTRACTING**

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

#### **20. NON-DISCRIMINATION**

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

#### **21. BANKRUPTCY**

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

APPROVED AS TO FORM:

CONTRACTOR:

BY: \_\_\_\_\_  
**DANIELLE HOUCK** (Date)  
Chief General Counsel

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

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

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

BY: \_\_\_\_\_  
**Reeta Madhavan** (Date)  
Chief Finance Officer

