FOOD AND FOOD SUPPLIES

Bid Number FSB-030112

Purchasing Department
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

Buyer: Allen Benjamin
Phone: 415-241-6468 • Fax: 415-241-6487

Pre-Bid Conference
March 29, 2012 @ 10:00 a.m.

Bid Opening
April 12, 2012 @ 2:00 P.M.

Purchasing Department
135 Van Ness Avenue #123, San Francisco, CA 94102
Student Nutrition Services
Invitation for Bid #FSB-030112
FOOD AND FOOD SUPPLIES

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PURCHASE AGREEMENT PROPOSAL (Indefinite Quantity)
RETURN ONE SIGNED COPY OF THIS PAGE AND THE BID SHEET.

PRE-BID CONFERENCE AT 10:00 A.M., March 29, 2012
BIDS WILL BE OPENED AT 2:00 P.M., April 12, 2012

AT:  SAN FRANCISCO UNIFIED SCHOOL DISTRICT
      PURCHASING DEPARTMENT
      135 VAN NESS AVENUE, ROOM 123
      TEL: 415-241-6468

BID NO:  FSB-030112
DATE:    

DELIVER BID, properly executed, to Purchaser, prior to opening time, in sealed envelope with Purchase
Agreement Proposal Number and Commodity inscribed hereon.
(Include one signed copy of Page 1; retain Bidder’s Duplicate copy for your file).

DO NOT INCLUDE SALES OR EXCISE TAXES IN BID PRICES (See Section 33)

Upon receipt of Purchase Agreement Acceptance, the undersigned hereby promises and agrees to furnish, subject to
provisions of Section 23 and 27 on Page 3, all articles or services within the dates specified, in the manner and form
and at the prices herein stated in strict accordance with the advertisement, specifications, proposals, general
conditions, special conditions and bid sheet all which are made a part of the purchase agreement, when authorized
by Purchase Orders, Revolving Fund Orders, or Encumbrance Requests.

Name under which business is conducted ________________________________ Tel: ____________________
Business Street Address ____________________________________________________________
City __________________ State __________ Zip Code ________________________________

IF SOLE OWNER, sign here:
I sign as sole owner of the business named above.

____________________________________________________________

IF PARTNERSHIP, sign here:
The undersigned certify that we are partners in the business named above and that we sign this purchase
agreement with full authority so to do. (One or more partners sign)

____________________________________________________________

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

Incorporated under the laws of the State of __________________________

Do you have an affirmative Action Policy? __________________________


GENERAL TERMS, CONDITIONS, INSTRUCTIONS AND INFORMATION
FOR BIDDERS

INTRODUCTION
The San Francisco Unified School District and San Francisco County Office of Education (District) is
the school district for the City and County of San Francisco and serves approximately 55,000 students
at its elementary schools, middle schools, high schools and childcare sites. In addition to the
District’s administrative headquarters at 555 Franklin Street, there are several administrative sites
located within the City.

DEFINITIONS
1. “District” means San Francisco Unified School District. “Purchaser” means a representative of
the District’s Purchasing Department. “Contractor” means bidder to whom award is made. District
and Contractor together may also be referred to as the Parties. “Contract” shall mean
the form of agreement between the District and the Contractor.

PURCHASE AGREEMENT PROPOSAL
2. The Purchaser will furnish a blank Purchase Agreement Proposal form to the bidder. The form
must be properly executed and delivered prior to the time set for bid opening to receive
consideration for an award.

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

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

ALTERNATES
5. When the name of manufacturer, brand, or make, with or without model number, is used in
describing any item in 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.


**DELIVERIES**

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

**PURCHASE AGREEMENT – INTERPRETATION – ASSIGNMENT**

13. Articles and services covered by this proposal must comply with applicable laws, ordinances, and other legal requirements, including (among others) the Safety Orders of the California Division of Industrial Safety.

14. Should any questions arise as to the meaning and intent of the Purchase Agreement, the matter shall be referred to the Purchaser, who shall decide the true meaning and intent of the Purchase Agreement, and his decision shall be final and conclusive.

15. Purchase Agreement awarded under this proposal may be assigned only with the approval of the Purchaser. See item #42 for additional details.

**INFRINGEMENTS – INDEMNIFICATION**

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

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

**INSPECTIONS**

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

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

PRICE LISTS – DISCOUNTS FROM

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

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

22. Price list in effect at time order is placed will apply provided Contractor gives Purchaser ten (10) days advanced notice of any price increase. Unless otherwise provided herein, if a price change occurs which is not reflected in a revised price list with discounts remaining firm, a different pricing method may be established by mutual agreement which will accomplish substantially the same result, or if agreement cannot be reached, the Purchase Agreement may be terminated by either Party.

ITEM AGGREGATE BIDS

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

24. Bidders may make offer for award in an aggregate of several or all items.

OPENING OF BIDS

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

26. Bidders may inspect the bids after tabulation.

FIRM PRICES

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

AWARDS

28. The Purchaser may make awards on separate items or in an aggregate of several or all items.

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

CASH DISCOUNTS

30. Cash Discounts will be taken into consideration in determining the low bid under the following conditions:

A. Discounts, if offered, must be for at least a 30 day period from receipt of materials or services in order to be considered in awarding bids. This does not preclude suppliers from offering discounts for lesser periods to expedite payments.
B. The discount period will start upon date of completion of delivery of all items on any order or other authorization certified by the Purchaser or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.

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

31. Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the payment in accordance with the provision of 30B and 30C above, unless otherwise provided by bidder.

32. It is understood and agreed that no additional charge shall accrue against the District in the event that the District does not make payment within any time specified by bidder. **TAXES**

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

**TERM BID – QUANTITIES**

34. This is a term, indefinite quantity proposal. Unless otherwise specified herein, deliveries will be required and at times as ordered during the period of the Contract. Estimated quantities are approximate only. The right is reserved to purchase any greater or lesser quantity, as the interests of the District may dictate, provided however, the Contractor will not be required to furnish a quantity over twenty five percent (25%) in excess of an estimate.

35. Requirements for use outside San Francisco may be excluded at the Purchaser’s option unless otherwise provided in bid. Purchaser reserves the right to make minor purchases of articles from other than the Contractor when Purchaser determines that such articles are immediately needed or that it is obviously not practical to purchase against the Contract.

**PAYMENT**

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

**TERM OF AGREEMENT**

37. The term of the Contract shall be from July 1, 2012 (award date), for one full year. This Contract may be extended for a period or periods of up to 4 additional years by mutual agreement.

**TERMINATION**

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

**ENTIRE CONTRACT**

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

**ASSIGNMENT**

41. The Contractor shall not assign or transfer by operation 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 Director of Fiscal Services pursuant to Section 37 and 38. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract.

C. Any modifications thus ordered by the District and agreed to by the Contractor must be approved by the Board of Education, and the resultant Contract modification must be executed by the District and the Contractor.
ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

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

AGREEMENT MADE IN CALIFORNIA: VENUE

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

LAWS AND REGULATIONS

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

SUBCONTRACTING

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

NON-DISCRIMINATION

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

BANKRUPTCY

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

INSURANCE

56. Without in anyway limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
a. Comprehensive General Liability insurance with limits of not less than $1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (Occurrence Form CG001) (including coverage for claims of sexual abuse and molestation).
   aa. If sexual abuse and molestation coverage carries a sub-limit, that limit must be identified and not less that $500,000 per occurrence.

b. 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 (Insurance Services Office Form CA 0001, Code 1).

c. Workman’s Compensation with Employers Liability limits of not less than $1,000,000 (one million dollars) each accident.

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

a. Name as Additional Insured the San Francisco Unified School District, its Board, officers and employees.

b. 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 whom claim is made or suit is brought.

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:

   Purchasing Department
   135 Van Ness Avenue, Room 123
   San Francisco, CA 94102

If any policies are written on claims-made form, the 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.

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.

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.

Before commencing any operations under this Agreement, Contractor must provide the District with the certificates of insurance, and additional insured policy endorsement for General Liability and 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 services performed for any violations of the insurance provisions of this Agreement.

Approval of the insurance by the District shall not relieve or decrease the liability of Contractor hereunder.

**CONTRACTOR'S DEFAULT**

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

**FILING OF PROTESTS**

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

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

The San Francisco Unified School District (SFUSD) 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.

60. 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.

61. 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.
62. MAJOR INGREDIENTS AND SPECIFICATIONS

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

- Beef: USDA A Choice or better
- Pork: USDA A Number 1
- Veal: USDA A Choice
- Fowl: USDA A Grade A or B
- Poultry Chicken (fryers): USDA A Grade A
- Turkey: USDA A Grade A or B

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 Fruits: 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.

63. 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.

64. 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.

65. PRICING

The price to SFUSD under this contract will be at a fixed percent mark-up above vendor cost. Price may be increased or decreased after the initial one year contract period and every contract period thereafter. Price increase or decrease must be properly documented and requested in writing to the Director of Student Nutrition, thirty (30) days prior to the next option contract period. It must be based on the U.S. Department of Labor Consumer Price Index for All Urban Consumers (CPI-U) Special Index Food. Vendors will be required to present documentation to adhere to the percentage of price increase. Quoted pricing shall be the sole basis for payment of invoices.

66. 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 markup.

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 “✓” on the attached bid sheets. Market priced items must be guaranteed for a minimum of 30 days.

67. DEFINITION OF COST

The purpose of this invitation for bid is to arrange for a cost plus fixed percent contract for the food and food supplies for Student Nutrition Services (SNS) Department and the Early Education Department (EED) of the San Francisco Unified School District.

The price to SFUSD for all product sold under the contract will be calculated on the basis of cost. Cost is defined as cost of the products which includes freight as shown on the invoice to the vendor from their supplier. Cost is not reduced by cash discounts or prompt payment available to the Vendor. Cost is reduced by all manufacturers bid, promotional, non-profit and school allowances.

The 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 or paid by the District.

68. ESTIMATED CONTRACT VALUE

The estimated value of this contract is approximately $1,500,000.00 per school year. This may vary more or less, depending on requirements of the District.

69. BID EVALUATION AND AWARD

The quantities and items listed on the Bid Sheets are for bid purposes only. The actual quantities to be purchased under this contract will be dictated by the actual needs of the San Francisco Unified School District. The bidders are to complete and enter the appropriate cost on the bid sheets in the space provided.

The attached bid sheets are divided into 6 Groups: Dairy, Fresh Produce, Frozen Food, Canned and Dry Goods, miscellaneous Supplies and Chemical & Janitorial products. The prospective vendors can bid on any or all of the 6 Groups.

The District reserves the right to award this 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 Sheet and compute both the extensions and the grand total. If there is a discrepancy in the bid sheet, the District will make the necessary correction and arrive at a new total.

The contract will be awarded to the lowest responsive and responsible bidder providing they meet the standards of SFUSD. The District reserves the right to reject any and all bids when there are sound, documented business reasons that are in the best interest of the SFUSD Student Nutrition Services and to waive informalities and minor irregularities in bids received.

The award, if made, will be within 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 10 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.

70. 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, except as provided for in paragraph 66 shall the prices charged to the District exceed the price on this bid except as outlined within. 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.

71. 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 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.

72. ALTERNATIVE PRODUCTS

Brands listed on the bid sheet are used to indicate minimum quality requirements. Bidders can bid on alternates 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 paragraph #5 of the General Terms and Conditions. If the District orders items that are no longer available, the vendor must notify the District within 5 days of the order being placed. The District must be notified at least 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.

73. LEGAL COMPLIANCE

The Vendor must comply with the applicable laws, ordinances, rules and regulations of the Federal, State and the City and County of San Francisco, as well as all governing agencies, Districts or other bodies, which have jurisdiction applicable to the direct and indirect acts of the Vendor in the performance of this contract. It is the responsibility of the Vendor to obtain, at its sole expense, any required permit(s) and license(s).
74. DELIVERIES

Currently SFUSD 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 their 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 San Francisco Unified School 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 contract, such service becomes in the opinion of the District representative, unsatisfactory, action will be taken in accordance with paragraph #38 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 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 SFUSD 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. SAMPLES

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

76. DAMAGES CAUSED BY VENDOR

Any damage to the District’s property arising from the Vendor’s acts or omissions related to the performance of this agreement shall be repaired/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.

77. 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.

78. VENDOR’S EMPLOYEES/VEHICLES

The winning bidder must assign one dedicated sales representative to assist during the life of this contract.

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. 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. Any unusual conditions noted by the Vendor’s employees (vandalism, fire, water damage) should be reported to the District representative. The Vendor shall at all times furnish and maintain a sufficient number of vehicles to perform the work of this contract.

79. VENDOR’S FACILITIES

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

80. 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.

81. 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.

82. SUSPENSION AND DEBARMENT CERTIFICATION

The corporation-bidder herein 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.

SNS: Bid Food Distribution Special Conditions.doc
83. FINGERPRINTING

The Contractor agrees to comply with Education Code Section 45125.1 et. Seq concerning fingerprinting employees and conducting criminal background checks through the California Department of Justice (attached Criminal & Background Check 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”.

84. BID BOND

Bidder must submit a bid bond for 10% of the total contract amount and shall be in the form of a firm commitment such as a surety bond, postal money order, certified check, cashier’s check or irrevocable letter of credit. Bid guarantees, other than bid bonds will be returned to unsuccessful bidders as soon as practicable after the opening of bids and to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted.

Failure of the successful Bidder to execute the contract and deliver the required bonds and certificates of insurance within the ten (10) day period may constitute a default, and bid guarantee may be forfeited. Thereupon, the District at its sole option may award the Contract to the next acceptable Bidder, waive the time limit, or re-advertise for bids. The money and proceeds from the check or bond, as the case may be, shall be applied towards payment of damages to SFUSD caused by the default, and secondly, the necessity of accepting a higher or less desirable proposal due to this delay caused by the failure or refusal on the part of the successful bidder to execute the contract. The amount of the check or bond, as the case may be, shall not constitute a limitation upon the right of the District to recover for the full amount of such damage.

85. PERFORMANCE BOND

Within ten (10) days after notification of intent to award the contract, the successful vendor must furnish the District a Performance Bond equivalent to twenty (20%) of the contract amount. Bond must be for one (1) year, renewable yearly thereafter. Bond must be in the form provided.

86. PRE-BID CONFERENCE

The District will conduct one (1) Pre-Bid conference. The Conference will be held at 10:00 a.m. on March 29, 2011 at:

San Francisco Unified School District
135 Van Ness Avenue, Room #210
San Francisco, CA 94102

The purpose of the pre-bid conference will be to discuss the Request for bid, the scope of work specified and to clarify any issues related to any terms, conditions, and specifications that may be considered ambiguous in nature. Vendors are requested to submit questions by mail (see #87 for address) or e-mail to benjaminas@sfusd.edu about this bid which you would like to be addressed at the conference. Please reference page and section number and submit no later than close of business day on March 22, 2012. If possible, written responses to advance questions will be prepared and distributed at the pre-bid conference. An addendum may be issued after this pre-bid conference if additional clarification of information is necessary.

SNS: Bid Food Distribution Special Conditions.doc
Failure of any bidder to receive or examine any form, instrument, addendum or other documents shall in no way relieve any bidder from any obligation with respect to his proposal or to the contract.

87. ADDENDA / CLARIFICATION:

Responses will be communicated in writing at the pre-bid conference to all the recipients and also on the SFUSD Website.


Navigation:

Current Invitation for Bids > FOOD AND FOOD SUPPLIES

Inquiries received after the date and time stated above will not be accepted. When communicating, always refer to the applicable Bid number.

All inquiries/questions regarding the bid must be e-mailed to benjamina@sfusd.edu or sent to the District Purchasing Department to:

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

Submission of a signed bid will be interpreted to mean that the bidder has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.

88. PROJECTED CALENDAR OF EVENTS

Estimated timelines:

- Advertisement No. 1.................March 8, 2012
- Advertisement No. 2..................March 15, 2012
- Deadline to submit questions.........March 22, 2012
- Pre-bid Conference....................March 29, 2012
- Bid Opening.............................April 12, 2012
- Submit for Board Approval

89. PRE-AWARD DOCUMENTS REQUIRED

Documents Required:

- Two signed copies of bid proposal
- Completed and signed Purchasing Agreement Proposal
- Bid Price sheets
- Suspension and Debarment Certificates
- Bid Bond: Certified check, cashier’s check, or a bidder’s bond equal to 10% of the aggregate value of all Groups for which the bids are submitted.
- Bid Form
- Reference List
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.

Submission of a signed bid will be interpreted to mean that the bidder has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.

90. POST-AWARD DOCUMENTS REQUIRED

Documents Required:

- Performance Bond
- Insurance Requirements
- Criminal Background Check
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**Sub-Total Paper & Disposables**
# 2011-2012 Instructional Calendar

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<td>21</td>
<td></td>
<td>Sept 5 – Labor Day (Holiday)</td>
</tr>
<tr>
<td>October 2011</td>
<td></td>
<td></td>
<td>Oct 10 - Columbus/Indigenous People's Day, El Dia de la Raza (Holiday)</td>
</tr>
<tr>
<td>November 2011</td>
<td></td>
<td></td>
<td>Nov 11 - Veterans Day (Holiday)</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Nov 22-25 – Thanksgiving Recess (No School)</td>
</tr>
<tr>
<td>December 2011</td>
<td></td>
<td></td>
<td>Dec 16 - End of the Fall Semester, Dec 19 – 30 – Winter Break</td>
</tr>
<tr>
<td>January 2012</td>
<td></td>
<td></td>
<td>Jan 2 - New Year Day Observance (Holiday)</td>
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<td></td>
<td></td>
<td></td>
<td>Jan 16 – Martin Luther King Day (Holiday)</td>
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<td></td>
<td></td>
<td></td>
<td>Jan 23 – Lunar New Year Observance (School Sites and CDP Ctrs Closed – District Offices Open)</td>
</tr>
<tr>
<td>February 2012</td>
<td></td>
<td></td>
<td>Feb 17 – Furlough Day (Schools, CDP Centers, and District Offices Closed)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Feb 20 – President's Day Observance (Holiday)</td>
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<tr>
<td>March 2012</td>
<td></td>
<td></td>
<td>Mar 16 – Furlough Day (Schools, CDP Centers, and District Offices Closed)</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Mar 26-29 – Spring Break (K-12)</td>
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<td>Mar 30 – Cesar Chavez Day Observance (Schools and CDP Centers Closed – District Offices Open)</td>
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<tr>
<td>April 2012</td>
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<td></td>
<td>Apr 6 – Furlough Day (Schools, CDP Centers, and District Offices Closed)</td>
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<tr>
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<td></td>
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<td>Apr 23 – Professional Development Days (K-12)</td>
</tr>
<tr>
<td>May 2012</td>
<td></td>
<td></td>
<td>May 25 – End of the Spring Semester, May 28 – Memorial Day (Holiday)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>May 29 – Furlough Day (Schools, CDP Centers, and District Offices Closed)</td>
</tr>
<tr>
<td>June 2012</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Service Days by Month

- **Fall Semester**: 84 days
- **Spring Semester**: 92 days
- **Total Instructional Days**: 176 days
- **Teacher Work Day**: 1 day
- **Professional Development Days**: 3 days
- **Total Service Days**: 180 days

<table>
<thead>
<tr>
<th>Month</th>
<th>Service Days</th>
</tr>
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<tbody>
<tr>
<td>July</td>
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<tr>
<td>December</td>
<td>12</td>
</tr>
<tr>
<td>June</td>
<td>0</td>
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## 2012-2013 INSTRUCTIONAL CALENDAR*

<table>
<thead>
<tr>
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<th>Date</th>
<th>Description</th>
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<tr>
<td>July 2012</td>
<td>0</td>
<td>Jul. 4 – Independence Day Holiday</td>
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<tr>
<td></td>
<td>10</td>
<td>Aug. 15-16 – Professional Development Days (K-12)</td>
</tr>
<tr>
<td></td>
<td>19</td>
<td>Aug. 17 – Teacher Work Day</td>
</tr>
<tr>
<td></td>
<td>22</td>
<td>Aug. 20 – First Day of Instruction – Students Report</td>
</tr>
<tr>
<td></td>
<td>18</td>
<td>Sept. 3 – Labor Day (Holiday)</td>
</tr>
<tr>
<td></td>
<td>21</td>
<td>Oct. 8 – Columbus/Indigenous People’s Day / El Día de La Raza (Holiday)</td>
</tr>
<tr>
<td>November 2012</td>
<td>18</td>
<td>Nov. 11 – Veterans Day Observance (Holiday)</td>
</tr>
<tr>
<td></td>
<td>15</td>
<td>Dec. 21 – End of the Fall Semester</td>
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<tr>
<td>December 2012</td>
<td>18</td>
<td>Jan. 1 – New Year Day (Holiday)</td>
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<tr>
<td></td>
<td>16</td>
<td>Feb. 11 – January New Year Observance (School Sites and EES Closed – District Offices Open)</td>
</tr>
<tr>
<td></td>
<td>18</td>
<td>Mar. 15 – 18 – Spring Break (K-12)</td>
</tr>
<tr>
<td></td>
<td>22</td>
<td>May 21 – Memorial Day (Holiday)</td>
</tr>
<tr>
<td>March 2013</td>
<td>18</td>
<td>Mar. 20 – Cesar Chavez Day Observance (Schools and EES Closed – District Offices Open)</td>
</tr>
<tr>
<td>April 2013</td>
<td>18</td>
<td>May 31 – End of the Spring Semester</td>
</tr>
<tr>
<td>May 2013</td>
<td>18</td>
<td>June 10 – Independence Day Holiday</td>
</tr>
</tbody>
</table>

---

**Fall Semester – 84 days**

**Spring Semester – 96 days**

**Total Instructional Days – 180**

**Total Work Day – 1**

**Professional Development Days – 2**

**One additional PD Day - TBD**

**Total Service Days – 184**

* Note - Furlough Days TBD, if necessary
BID FORM

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.

Company: ____________________________________________

Address: ____________________________________________

City, State, Zip Code: __________________________________

Telephone Number: ____________________________________

Cellular Phone Number: __________________________________

Fax Number: __________________________________________

Email Address: _________________________________________

(Please print accordingly if case sensitive)

Name: ________________________________________________

(Please Print)

Title: ________________________________________________

Signature: ____________________________________________

(Must be a Hand Written Signature)

Date: ________________________________________________
BID BOND

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

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

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

THE CONDITION of this obligation is such that,

WHEREAS, the Principal has submitted a Bid for ________________________________ at ________________________________________________________________

for which bids are to be opened on ____________________________________________.

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

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

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

IN WITNESS WHEREOF, we have signed and sealed this instrument on this ________________________________ day of ________________________________ 2006.

(Principal) (Seal)
__________________________________________
(Witness)

(Title)

(Surety) (Seal)
__________________________________________
(Witness)

(Title)

SIGNATURE EXECUTED IN BEHALF OF SURETY MUST HAVE PROPER ACKNOWLEDGEMENT.
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, San Francisco Unified School District (hereinafter referred to as "District") and ___________________________ (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the services of ___________________________ at ___________________________ project located in San Francisco, California (hereinafter referred to as the "Security Services Contract"); and

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

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Security Services Contract, which is incorporated herein by reference.

2. If Contractor timely performs each and every obligation under the Security Services Contract, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. Surety's obligation under this Performance Bond shall arise after:

3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Security Services Contract; and

3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Security Services Contract, to Surety in accordance with the terms of the Security Services Contract or to a contractor selected to perform the Security Services Contract in accordance with the terms of the Security Services Contract with District.

4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1 Arrange for Contractor, with consent of District, to perform and complete the Security Services Contract; or

4.2 Undertake to perform and complete the Security Services Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of Security Services Contract, arrange for a contract to be prepared for execution by District and the Contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Security Services Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of
the Agreement Price, as calculated under the terms of the Security Services Contract, incurred by District resulting from Contractor’s Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

i. After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or

ii. Deny liability in whole or in part and notify District citing specific reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.

6. After District has declared a Contractor default, and if Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Security Services Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Security Services Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of the Balance of the Agreement Price to mitigation of costs and damages on the Security Services Contract, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of the defective work, materials and equipment and completion of the Security Services Contract;

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

6.3 Liquidated damages, or if no liquidated damages are specified in the Security Services Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Security Services Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.

8. Surety hereby waives notice of any change, including changes of time, to the Security Services Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys’ fees, to be faxed as an item of costs.

10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via teletypewriter to the facsimile number, shown on the signature page.

11. DEFINITIONS

11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Security Services Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to
which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Security Services Contract.

11.2 Security Services Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Security Services Contract.

<table>
<thead>
<tr>
<th>CONTRACTOR, as principal</th>
<th>SURETY</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
</tbody>
</table>

DISTRRICT
San Francisco Unified School District
135 Van Ness Avenue, Room 123
San Francisco CA 94102
Phone: (415) 241-6468
Fax: (415) 241-6487
INSTRUCTIONS FOR 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.
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
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 ___________________________
San Francisco Unified School District  
Consultant/Independent Contractor Agreement  
Criminal Background Check

<table>
<thead>
<tr>
<th>Name of Independent Consultant/Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services performing 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: $</td>
</tr>
<tr>
<td>Term of Agreement:</td>
</tr>
</tbody>
</table>

**Check the applicable box and fill in any blanks.**

1. I certify that none of my employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement.

2. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):

   I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

**Certification by Contractor/Consultant**

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

<table>
<thead>
<tr>
<th>Consultant's Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrator's Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

Printed name of Consultant

Printed name of Administrator
REFERENCES

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. **Company:**
   
   **Contact:**
   
   **Address:**
   
   **Telephone:**
   
   **Email:**

2. **Company:**
   
   **Contact:**
   
   **Address:**
   
   **Telephone:**
   
   **Email:**

3. **Company:**
   
   **Contact:**
   
   **Address:**
   
   **Telephone:**
   
   **Email:**
### DELIVERY LOCATIONS

<table>
<thead>
<tr>
<th>DELIVERY LOCATION</th>
<th>ADDRESS</th>
<th>PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>APTOS</td>
<td>1005 Aptos Avenue, San Francisco, CA 94127</td>
<td>(415) 489-4525</td>
</tr>
<tr>
<td>JAMES DENMAN</td>
<td>241 Oneida Street, San Francisco, CA 94112</td>
<td>(415) 489-4545</td>
</tr>
<tr>
<td>EVERETT</td>
<td>450 Church Street, San Francisco, CA 94114</td>
<td>(415) 241-6353</td>
</tr>
<tr>
<td>FRANCISCO</td>
<td>2190 Powell Street, San Francisco, CA 94133</td>
<td>(415) 291-7911</td>
</tr>
<tr>
<td>A.P. GIANNINI</td>
<td>3151 Omega Street, San Francisco, CA 94122</td>
<td>(415) 759-2779</td>
</tr>
<tr>
<td>HOOVER</td>
<td>2290 14th Avenue, San Francisco, CA 94118</td>
<td>(415) 759-2791</td>
</tr>
<tr>
<td>LAWTON</td>
<td>443 Burnett Street, San Francisco, CA 94131</td>
<td>(415) 695-5892</td>
</tr>
<tr>
<td>JAMES LICK</td>
<td>1220 Noe Street, San Francisco, CA 94114</td>
<td>(415) 695-5970</td>
</tr>
<tr>
<td>M.L. KING</td>
<td>350 Girard Street, San Francisco, CA 94134</td>
<td>(415) 330-1567</td>
</tr>
<tr>
<td>MARINA</td>
<td>3500 Fillmore Street, San Francisco, CA 94123</td>
<td>(415) 749-3504</td>
</tr>
<tr>
<td>PRESIDIO</td>
<td>450 30th Avenue, San Francisco, CA 94123</td>
<td>(415) 750-8444</td>
</tr>
<tr>
<td>ROOSEVELT</td>
<td>460 Arguello Boulevard, San Francisco, CA 94118</td>
<td>(415) 750-8454</td>
</tr>
<tr>
<td>VIB VALLEY</td>
<td>450 Raymond Street, San Francisco, CA 94134</td>
<td>(415) 489-4706</td>
</tr>
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### HIGH SCHOOLS

<table>
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<tr>
<th>HIGH SCHOOL</th>
<th>ADDRESS</th>
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<tbody>
<tr>
<td>BALBOA</td>
<td>1000 Cayuga Street, San Francisco, CA 94112</td>
<td>(415) 452-4631</td>
</tr>
<tr>
<td>BURTON</td>
<td>400 Mansell Street, San Francisco, CA 94134</td>
<td>(415) 489-4570</td>
</tr>
<tr>
<td>DOWNTOWN</td>
<td>693 Vermont Street, San Francisco, CA 94107</td>
<td>(415) 695-5865</td>
</tr>
<tr>
<td>GALILEO</td>
<td>1150 Francisco Street, San Francisco, CA 94109</td>
<td>(415) 749-3450</td>
</tr>
<tr>
<td>GATEWAY HS</td>
<td>1430 Scott Street, San Francisco, CA 94115</td>
<td>(415) 749-3600</td>
</tr>
<tr>
<td>J.S.A.</td>
<td>555 Delarto Street, San Francisco, CA 94107</td>
<td>(415) 895-5913</td>
</tr>
<tr>
<td>JUNE JORDAN</td>
<td>325 La Grande Avenue, San Francisco, CA 94112</td>
<td>(415) 488-4587</td>
</tr>
<tr>
<td>LINCOLN</td>
<td>2182 24th Avenue, San Francisco, CA 94118</td>
<td>(415) 759-2716</td>
</tr>
<tr>
<td>LOWELL</td>
<td>1101 Eucalyptus Drive, San Francisco, CA 94132</td>
<td>(415) 759-2748</td>
</tr>
<tr>
<td>MARSHALL HS</td>
<td>45 Conkling Street, San Francisco, CA 94103</td>
<td>(415) 695-5613</td>
</tr>
<tr>
<td>MISSION</td>
<td>3750 18th Street, San Francisco, CA 94114</td>
<td>(415) 241-8341</td>
</tr>
<tr>
<td>O'CONNELL</td>
<td>2355 Folsom Street, San Francisco, CA 94110</td>
<td>(415) 820-5151</td>
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<td>S.O.T.A.</td>
<td>555 Portola Drive, San Francisco, CA 94131</td>
<td>(415) 695-5709</td>
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<tr>
<td>WALLENBERG</td>
<td>40 Vega Street, San Francisco, CA 94115</td>
<td>(415) 749-3583</td>
</tr>
<tr>
<td>WASHINGTON</td>
<td>600 32nd Avenue, San Francisco, CA 94123</td>
<td>(415) 750-8413</td>
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<tr>
<td>IDA S. WELLS</td>
<td>1099 Hayes Street, San Francisco, CA 94117</td>
<td>(415) 241-6315</td>
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