INVITATION FOR BID ~ COVER SHEET

FRESH PRODUCE

Invitation for Bid Number FP-151001 ("IFB No. FP-151001")

MAIL OR DELIVER BID PROPOSALS TO:
San Francisco Unified School District
Purchasing Department
135 Van Ness Avenue, Room 123
San Francisco, CA 94102
Attention: IFB No.FP-151001

BID PROPOSAL DUE DATE AND TIME:
NOVEMBER 3, 2015 at no later than 2:00 PM PST.

- Competitive bid proposals 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.
- A bidder whose bid proposal does not comply with the format, forms and other criteria indicated in this IFB may be rejected. The District reserves the right to refuse all bid proposals.
- Bid proposals transmitted by facsimile, email or other electronic communication will not be considered. Bid proposals received after the due date and time will be rejected.
- To preserve the integrity of this IFB, bidders are directed not to contact any individual within the District other than the District's Purchaser.

MANDATORY PRE-BID CONFERENCE:
WHEN: OCTOBER 27, 2015 at 10:00 PM PST, Room 113
WHERE: 135 VAN NESS AVENUE, SAN FRANCISCO, CA 94102
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(* Indicates documents required to accompany bid proposal, completed and executed as applicable. This notation is provided for convenience of reference only, the requirements of the IFB/contract shall control.)

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

PRE-BID CONFERENCE: 135 VAN NESS AVENUE, ROOM 113 AT 10:00 A.M. ON OCTOBER 27, 2015
BIDS WILL BE OPENED: 2:00 PM, NOVEMBER 3, 2015

AT: SAN FRANCISCO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
135 VAN NESS AVENUE, ROOM 123
SAN FRANCISCO, CA 94102
TEL: 415-241-6468

BID NO: FP-151001
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 and general conditions all which are made a part of the purchase agreement, when authorized by Purchase Orders, Revolving Fund Orders, or Encumbrance Requests.

Name under which business is conducted ____________________________________________
Business Street Address ____________________________________________________________
Tel: ____________________________________________________________________________
City ___ State ___ Zip Code

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

_______________________________________________________________________________

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

_______________________________________________________________________________

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

Incorporated under the laws of the State of __________________________________________
Do you have an affirmative Action Policy? ____________ ____________
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

PURCHASE AGREEMENT PROPOSALS
2. The Purchaser will furnish blanks for Purchase Agreement Proposals. Bids to receive consideration must be delivered prior to time set for bid opening.
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.


DELIVERIES

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

PURCHASE AGREEMENT - INTERPRETATION - ASSIGNMENT

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

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

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

INFRINGEMENTS - INDEMNIFICATION

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

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

INSPECTIONS

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

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

PRICE LISTS – DISCOUNTS FROM

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

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

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

ITEM, AGGREGATE BIDS

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

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

OPENING OF BIDS

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

26. Bidders may inspect the bids after tabulation.

FIRM PRICES

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

AWARDS

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

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

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

A. Discounts, if offered, must be for at least a 30 day period from receipt of materials or services in order to be considered in awarding bids. This does not preclude suppliers from offering discounts for lesser periods to expedite payments.

B. The discount period will start upon date of completion of delivery of all items on any order or other authorization certified by the Purchaser or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.

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

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

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

TAXES

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

TERM BID – QUANTITIES

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

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

PAYMENT

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

TERM OF AGREEMENT

37. The term of the contract shall be from December 1, 2015, for one full year. This contract may be extended for a period or periods of up to (2) additional years by mutual agreement.
TERMINATION

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

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

ENTIRE CONTRACT

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

ASSIGNMENT

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

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

ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

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

AGREEMENT MADE IN CALIFORNIA: VENUE

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

LAWS AND REGULATIONS

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

SUBCONTRACTING

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

NON-DISCRIMINATION

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

BANKRUPTCY

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

INSURANCE

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

a. Comprehensive General Liability insurance with limits of not less than $1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.

b. Comprehensive or Business Automobile Liability insurance with limits of not less than $1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.

c. Workman's Compensation with Employers Liability limits of not less than $1,000,000 each accident.

d. If any policies are written on claims made from, the contractor agrees to maintain such insurance continuously in force for three years following the completion of this contract.

e. Certificate of Insurance, satisfactory to the District, evidencing all coverages above shall furnished to the District before commencing any operations under this contract, with complete copies of policies upon District request.

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

g. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:
• Name as additional insured the San Francisco Unified School District, its board, officers and employees.

• Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom a claim is made or a suit is brought against.

• The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing regarding cancellation, non-renewal or reduction of coverage of any of the above insurance.

**CONTRACTOR'S DEFAULT**

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

**FILING OF PROTESTS**

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

All protest shall be filed in writing with the 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.
SPECIAL TERMS AND CONDITIONS

INTRODUCTION

The San Francisco Unified School District's ("District"), on behalf of the Student Nutrition Services Department and Early Education Department, is seeking produce bids for the San Francisco Unified School District.

The District's Student Nutrition Services and Early Education Departments oversees the administration and implementation of Federal Child Nutrition and Food Service Programs, including but not limited to the National School Lunch Program, School Breakfast Program, After School Snack Program, the Child & Adult Care Food Program, and catering programs. Approximately 6,000-8,000 breakfasts, 23,000-30,000 lunches, 4,000 at-risk suppers, and 2,000-5,000 snacks are prepared daily and served at approximately one-hundred and fourteen (130) Early Education Centers, Elementary, Middle and High Schools. SFUSD also provides meal service for Summer School at approximately fifty (50) school sites within the City and County of San Francisco.

The District is soliciting bids for a company to provide produce for meals prepared for the Middle and High Schools, approximately twenty four (24) schools and the Early Education Department's regional kitchen.

I. Prices & Notations

The District would like to stabilize costs on the products listed on the bid sheet. Products must adhere to the District's produce specifications as noted – all U.S. No. 1 or better grade quality. Price guaranteed except for Acts of God.

The unit prices submitted shall be based upon distributor's landed costs & markup dollar amount. Price guaranteed except for Acts of God. The distributor's markup is the difference between the distributor's landed cost invoices and the District's delivered price. These prices will be used to evaluate the bids submitted. Bid the items listed according to a distributor markup quoted.

Bid on each item separately. Estimated units are based on product orders between July, 2014 through June, 2015. Actual units ordered will vary from these amounts. Fill out the bid form completely. Place an asterisk (*) after the unit bid price to indicate the item being bid is not as specified. All prices and notations must be typed or written in ink. Erasures are not permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by the person signing the bid. Estimated usage is based on product usage from July, 2014 through June, 2015. Verify the bids before submission as they cannot be withdrawn or corrected after being opened.

No charge for containers, packing, draying, handling or any other purpose will be allowed over and above the prices bid.

If the vendor elects to increase the price, the District reserves the right to either accept the escalation as competitive with the general market price, negotiate a proposed escalation or deny the escalation and end the contract.

Pre-cut Processed Fruit and Vegetables: Bid on pre-cut items on a guaranteed price for the year, December 1, 2015 through November 30, 2016, with price adjustments to be made only for Acts of God. The successful bidder shall notify the District in advance, so that the District may elect to order a cost-effective substitution.

Whole Fruits and Vegetables

Products must adhere to the District's produce specifications as noted – all U.S. No 1 or better grade quality. The estimated annual volume is based on historical data, but is in no way a guarantee of the volume to be purchased by the
II. Samples Requested with Bid

Listed below are the samples were are requesting with bids. Samples required as specified below must arrive at Galileo High School, 1150 Francisco St. San Francisco CA 94109 on NOVEMBER 3, 2015, between the hours of 7:30 a.m. to 10:30 a.m.

*Samples required for pre-cut items as listed below (3-5 lb. Bags only).

1. Broccoli-Florets
2. Pico de Gallo
3. Lettuce – Romaine chopped
4. Cabbage Slaw
5. Tomato Slices

Please include sample cover sheet, attachment A, with samples.

III. Estimated Value of the Contract

$250,000 annually.

IV. Term of Contract

The term of the contract shall be from December 1, 2015, for one full year. This contract may be extended for a period or periods of up to (2) additional years by mutual agreement.

V. General Produce Specifications

All product supplied must be grown in the United States with the exception of Bananas. When product is not available in the United States market, approval must be obtained from the Director of Student Nutrition or her designee before a substitute product is delivered from a foreign market. If approval is granted for substituting a product that will be obtained from a foreign market, the Vendor and/or Vendor’s processor must assume total responsibility for the safety of this product.

The District prefers to purchase produce grown as close to San Francisco, California as possible (within 250 miles) in order provide the freshest produce possible to our students. The District is interested in purchasing produce from farmers whose production practices support environmental sustainability goals, such as, (but not restricted to), reduced use or elimination of chemical pesticides and fertilizers, use of organic fertilizers, fewer transport miles between farm and District, and environmentally friendly packaging.

No produce treated with sodium bisulfate is to be delivered without written consent of the Nutrition Services Director or her designee.

The District reserves the right to purchase California produced produce directly from the producer (farmer) for the purpose of promoting Californian products in conjunction with educational programs such as “Harvest of the Month” (HOM) and “California Thursdays” campaign.

VI. Quantities

Quantities to apply for approximately ten (10) months for the 2015-2016 school year. Total estimates include items to be used during the summer months. Service shall be provided for the summer months as needed.

The District also reserves the right to purchase additional produce items from the successful bidder during the bid period as part of this bid at the applicable distributor landed price, plus the mark up established by the bid award.
VII. Product Recall

If a product recall is instituted on an item that has been delivered, the Contractor will immediately notify the District within 24 hours. The Contractor will be responsible for all costs associated with replacement product, shipping charges, and/or product credit.

If at any time it is determined that the health and/or safety of the customers at the District are affected by the usage of this product, the Contractor and/or Contractor’s processor must and will assume full liability.

VIII. Grading/Grading Standards

Grades are based on standards established by the United States Department of Agriculture (U.S.D.A.), Agricultural Marketing Service. Food products supplied to the District must be of the grade indicated on the item. All products must meet the grade specified at the time of delivery to our receiving area. It is the responsibility of the Contractor to contact the U.S.D.A. and arrange for inspection of the items requiring inspection certificates. The cost for inspection and stamping of required products is the responsibility of the Contractor.

If the delivered products appear to fall below the grade specified on a regular basis, the District reserves the right to submit items in doubt to the nearest USDA office for official inspection and grading. It is agreed the party in error will pay the cost of the inspection.

Quality standards and USDA grading endorsement parameters for fresh vegetables may be found at http://www.ams.usda.gov/standards/vegfm.htm. Additional specification information is noted on the bids sheets and must be adhered to along with the specification information herein the main proposal document.

IX. Ability to Supply

Quote prices only if produce can be obtained and delivered between specified delivery dates. You may subcontract to supply items which your company does not have; however, all orders and deliveries must be through the bidder. Items bid shall be considered binding.

Strikes, Acts of God and similar causes not under control of the vendor will be considered exempt from this default provision. This is intended only as a last recourse and not as a deterrent to bidders. Vendors should confirm their inventory and suppliers before bidding.

Bidder must document successful experience supplying school districts that have more than 20 delivery sites with fresh/pre-processed produce and related services. Related services include:

- Supplying cost-effective alternatives during seasonal changes
- Marketing assistance and funding to increasing student consumption of fresh produce
- Dedicated school representative with experience in K-12 schools
- Adequate refrigerated trucks for delivery

Bidders must attach to their bid:

- Copy of a fully developed and implemented HACCP Program with verification of employee training.
- Copy of product recalls notification standards and implementation system.
- Description of the quality standards the bidder uses in selecting produce and pre-cut items, maintaining quality control, temperature and humidity levels.
- Information on web based on-line ordering system including the order guides and web log-in information. Additionally, a copy of the confirmation that would be sent via the web to the school site and the Nutrition Service office. Phone, fax and e-mail ordering system will not be acceptable.
- Promotional funding opportunities to increase awareness of fruits and vegetables.
- Environmentally friendly initiatives efforts.
- Copies of your two most recent Food Safety Facility audits. American Institute of Baking (AIB) reports are preferred with a superior rating or better.
- Copies of the monthly velocity reports that are generated by the bidder.
IV. Sampling and Testing

Bidders must provide samples of all items on bid sheet. All samples must be identified with a Sample Label as included in this bid. Failure to submit sample(s) labeled as specified is reason for disqualification of bid. Samples shall be provided free of charge to the District.

V. Labeling

All items shall conform in every respect to the provisions of the Federal Food and Drug Act of June 30, 1956 and amendments thereto and subsequent decisions of the United States Department of Agriculture (USDA) and the Food and Drug Administration (FDA). Country of origin should be included on the label, with USDA product required unless item isn’t produced in the USA.

VI. Substitutions

Bidders are hereby notified that quality of all articles contracted to be furnished under this proposal must comply in all particulars with specifications. No brand substitutions will be accepted unless written approval is obtained from the Student Nutrition Service Department, otherwise deliveries will be rejected.

VII. Age and Condition of Items

Produce shall be fresh and chilled, delivered in an enclosed, refrigerated truck. Pre-cut produce must be delivered into the school cafeteria within 48 hours of time of manufacture, and shall not exceed 41°F. upon delivery. No sulfating agents are allowed in the manufacture of pre-cut produce.

Products shall be delivered in optimum condition, with respect to maturity level, absence of decay, trim, appearance, and color. The District reserves the right to be the sole judge of product quality. Shortages and damaged product must be replaced within two hours of first delivery. If the vendor is unable to deliver product when needed, the District retains the right to secure the product from another source with the vendor reimbursing the District for any difference in cost.

X. Substandard Items

Any item which, in the opinion of the District, does not meet specifications may be:

- Rejected on delivery for exchange or credit, or
- Returned at District option for exchange or credit (Vendor’s expense) if deviations are discovered after delivery, or
- Discounted 10% of bid price to compensate for substandard quality, even though, because of time element, food items actually may have been served.

This does not apply to damaged goods due to or the result of District mishandling. The cost of chemical analysis to determine the quality of delivered items shall be at Vendor’s expense.

Items requested by the District to be replaced must be delivered to locations at times specified by the District at vendor’s expense. If items cannot be delivered accordingly, the District may allow an adjustment. However, the District may elect to purchase the nearest equivalent on the open market and bill the vendor for any differences in cost. This last step will be used only in cases of extreme urgency where items are needed for immediate use and cannot be supplied satisfactorily by any other method.

XI. Orders and Deliveries

Web-based on-line ordering and tracking systems are required with an automated confirmation to the site and Student Nutrition Service Department. As a backup to the on-line ordering system the successful bidder shall receive orders
directly from school nutrition managers during cafeteria hours of 6:30 a.m. to 1:30 p.m. Backup ordering system will allow for orders to be placed to a local or toll-free number, with human operator assistance or electronic order system w/a confirmation via e-mail upon receipt. In case of an emergency, person to person contact should always be an option. For example, if orders are left on an answering machine, a second number for emergencies is required.

All produce shall be delivered into the individual school cafeteria kitchens onto carts provided by the District in such quantities and appropriate containers and at such time as ordered by individual nutrition service personnel. Delivery shall be scheduled for twice per week such as Monday-Wednesday or Tuesday-Thursday per individual school site. Due to several Monday holidays, a schedule suitable for the District will need to be established. See the attached list for school names and addresses.

In the event that an item cannot be delivered as requested by a school, both the school and the Student Nutrition Service Department must be notified as soon as possible. The Student Nutrition Service Department can be reached between the hours of 7:00 a.m. and 4:30 p.m. at (415) 749-3604; fax (415) 749-3618. The Early Education Department can be reached at (415) 695-5709 or George Duran (415) 379-2704. No deliveries before 6:00 a.m., most cafeterias open at 6:30 a.m., if delivery is made during serving times; the delivery driver will sign the delivery slip and will be responsible for any discrepancies. The Summer Student Nutrition Service Programs can receive deliveries generally only from 7:00 a.m. to 12:00 p.m.

The District or its representative may perform unannounced site visits each quarter or prior to the award of the bid. The purpose of these visits shall confirm Company’s qualification to perform and provide produce from licensed facilities. All pre-cut prepared foods shall come from a licensed facility. All pre-cut prepared foods shall be sealed at processing plants.

XI. Invoicing/Payment

An itemized, numbered invoice showing the vendor’s name, date, quantity, type, prices, and extended charges of items purchased, must be furnished to the individual school cafeteria at the time of delivery, and signed by the school nutrition manager. Driver shall furnish a receipt to the manager for items returned for credit.

The vendor shall submit two monthly electronic statements to the following name and address:

San Francisco Unified School District
Student Nutrition Services
841 Ellis St.
San Francisco, CA 94109
Attention: Cynthia Hom
HomC@sfusd.edu

Early Education Department
20 Cook St.
San Francisco, CA 94118
Attention: George Duran
DuranG@sfusd.edu

The monthly statement shall be broken down by site, by date, and include invoice numbers for all charges. This statement showing the month’s purchases shall be received by Student Nutrition Services and the Early Education Department by the 10th of the following month. This statement showing invoices received by the last day of a month will be paid by the last day of the following month, with the exception of November, which, due to Winter Break, will be paid by January 15.
XIII. **Bid Evaluation**

A. The award, if made, will be awarded to the lowest responsive and responsible bidder based upon the requirements listed in this Invitation for Bid. Bidders who do not respond to all of the requirements/instructions provided in this invitation for bid may be deemed non-responsive and the bid may be rejected. To receive consideration, a bid shall be unqualified and unconditional. The District reserves the right to reject all bids. The District reserves the right to waive informalities and minor irregularities in bids received. Any failure by the District to object to an error, omission, or deviation in a bid proposal shall in no way modify the Invitation for Bid or excuse the bidder/contractor from full compliance with the specifications of this Invitation for Bid or any contract awarded pursuant to this Invitation for Bid.

B. The award, if made, will be made within five (5) days of the approval by the Board of Education. If the bidder to whom the award is made fails or refuses to execute the contract and provide the required documentation, bonds, certificates, licenses and permits within the required period, the District may declare the bidder’s bid deposit or bond to be forfeited as damages caused by the failure of the bidder to enter into the contract, and the District may award the contract to the next lowest bidder, reject all bids, call for new bids or disqualify the failed bid proposal. Prior to making an award, the District reserves the right to inspect any bidder’s vehicles and equipment that would be used in the performance of this Contract in order to determine bidder preparedness.

C. In determining the award, if made, the District will take into consideration, but will not be limited to, the following:

1. Price
2. Fulfillment of all requirements of this Invitation for Bids
3. Satisfactory review of bidder’s qualifications
4. Any other factors deemed pertinent

XIV. **Bid Bond**

Bidder must submit a bid bond for 10% of the total contract amount which 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 (Bid Opening) 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 lowest 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.

XV. **Performance Bond**

Within fifteen (15) days after notification of intent to award the Contract, the successful Contractor must provide to the District a performance bond equivalent to twenty percent (20%) of the estimated annual contract value. The
Performance bond shall be renewable yearly thereafter. The performance bond shall be in the form provided, Attachment F ("Performance Bond").

XVI. References

The successful bidder, if an award is made, shall be qualified and experienced in providing products of the volume and type sought to be provided under this Invitation for Bid. As evidence in support of this, each bidder shall provide references from at least three (3) companies or organizations to which the bidder provides, or has provided, similar services which substantiate that bidder meets the requirements of this Invitation for Bid/Contract Proposal. Bidders shall provide for each company or organization that the bidder lists as a reference in its bid proposal, a contact person from that company or organization who has direct knowledge of the bidder’s performance of the services provided to that company or organization. Bidders must fill out every field in Attachment L ("References Form"). Failure to submit references as required herein may result in rejection of the bid as nonresponsive.

All references required hereunder must be for the bidder that will perform the services for the District under FP-151001, and not an affiliate or other entity related to the bidder, unless that the affiliate’s or other related entity’s record will reasonably bear on the likelihood of successful performance by the bidder (if an award is made), for example, where the affiliate or other related entity will be involved in the performance of the bid/contract, or the affiliate or other related entity shares management with the bidder. If a bidder will include in its references required under this IFB a reference or references for an affiliate or other entity related to the bidder, the bidder must also include a written explanation detailing how the affiliate’s or other related entity’s record reasonably bears on the likelihood of successful performance by the bidder.

In addition to the requirements above, if a bidder has done business with the District within the past ten (10) years, bidder shall use a copy of Attachment L to also include the District as an additional reference beyond the three already required, for District’s consideration in the determination of award against this bid, if an award is made.

XVII. Previous Performance

Bidders are advised that the District reserves the right to reject a bid proposal from a bidder that cannot demonstrate the ability to provide the services required. Past service and delivery performance in providing delivery services of similar volume and type to another organization will be a factor in the determination of award against this bid, if an award is made. A bidder’s past performance in providing services to the District, if any, will be considered. A bidder that has demonstrated unsatisfactory past performance will be subject to disqualification as a non-responsible bidder, thereby disqualifying the bidder from contract award.

XVIII. Bid Proposal Due Date

All bid proposals are due on November 3, 2015 no later than 2:00 PM. Two full copies of the bid proposal, in binders and with original signatures on each copy, must be received by the Purchasing Department, at the address above, prior to the due date and time specified. Bid proposal prices as provided on each bidder’s Bid Sheet will be opened, read aloud, and recorded by the Purchasing Department.

XIX. Bid Signatures

All bid proposals must show the bidder name and must be signed by a responsible officer or employee who is fully authorized to bind the organization to the terms and conditions of this bid/Contract. Obligations assumed by such signature shall be fulfilled upon acceptance of the bid proposal by the District, if an award is made.
XX. Mandatory Pre-Bid Conference; Bid Content Questions

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

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

   **Date and Time:** **October 27, 2015 at 10:00 a.m.**

B. **NOTE:** Attendance is **mandatory** for all prospective bidders on this IFB/contract.

C. The purpose of the mandatory pre-bid conference is to provide an overview of bid submission requirements and answer questions about the invitation for bids.

D. Prospective bidders must submit all inquiries, questions and requests for clarification regarding the IFB with “**SUBJECT – INVITATION FOR BID # FP-151001**” displayed prominently on the submission.

E. All bidder inquiries, questions and requests for clarification regarding this IFB must include reference to the number of the relevant section, page, attachment, etc. that the bidder is inquiring about.

F. All inquiries, questions and requests for clarification regarding this IFB must be directed by mail, facsimile or e-mail to:

   Evan Magante
   Purchaser
   Purchasing Department
   San Francisco Unified School District
   135 Van Ness, Room 123
   San Francisco, CA 94102
   Facsimile: 415-241-6487
   E-mail address: MaganteE@sfusd.edu

G. All inquiries, questions and requests for clarification regarding this IFB must be received by **no later than 5:00 p.m. on October 20, 2015.**

H. The District’s responses to all timely-submitted inquiries, questions and requests for clarification will be provided at the mandatory pre-bid conference in the form of a question-and-answer document, which will also be posted on the District’s website, pursuant to Section 71 (“Updates; Information; Addenda”). A subsequent question-and-answer document, or an addendum or other document or update, may be issued after the mandatory pre-bid conference, in accordance with Section 71 (“Updates; Information; Addenda”), based on the discussion and questions asked at the mandatory pre-bid conference, if additional clarification or information deemed is necessary by the District.

XXI. **Contract Agreement**

The bidder to whom an award is made, if an award is made, shall execute the Contract form with all of the terms and conditions as provided herein.
XXII. Updates; Information; Addenda

A. The District may provide updates, information or clarifications related to this invitation for bids, and may issue documents related to this invitation for bids, by posting such information and documents on the District’s website, see below, and by mail and/or fax to all known prospective bidders.

B. Any changes, additions, or deletions to this invitation for bid/contract terms and conditions shall be made only by written addendum duly issued and posted on the District’s website, see below, and mailed and/or faxed to all known prospective bidders. Any addenda so issued by the District must be initialed and returned by bidders with bid proposal documents by the bid due date and time.

C. All updates, information, addenda and other documents related to this invitation for bids will be posted on the District’s Internet webpage, location listed below under “Link.”

**LINK:**


**NAVIGATION:**

www.sfusd.edu > Partnering with SFUSD > Current Invitations for Bids > FRESH PRODUCE FP-151001

D. Bidders shall be responsible to check this Internet webpage on a regular basis for postings of any updates, information, addenda or other documents related to this IFB. Failure of any bidder to receive updates, information, addenda or other documents related to this IFB or to examine and submit as instructed any form, instrument, addendum or other document provided pursuant to this Section 7II (“Updates; Information; Addenda”), shall in no way relieve such bidder from any obligation with respect to the bidder’s bid proposal or this bid/contract.

XXIII. Pre-Award Documents Required

A. Contract Proposal Page (Page 3 of IFB and Contract Proposal) properly completed

B. Bid Form properly completed (Attachment A)

C. Bid Sheet properly completed (Attachment B)

D. Agreement Form properly completed (Attachment D)

E. Bid Bond properly executed (Attachment G)

F. Contractor’s Disclosure Form Regarding SFUSD Officials (Attachment J)

G. Suspension and Debarment Certification Form properly completed (Attachment I)

H. Non-Collusion Affidavit properly completed (Attachment K)

I. References Form properly completed (Attachment L)

J. All other supporting documents as required by the District
XXIV. Post Award Documents Required

A. Executed Contract form

B. Insurance certificates and endorsements

C. Criminal Background Check and Tuberculosis Clearance Form (Attachment F)

D. Performance Surety Bond (Attachment H)

E. All other supporting documents as required by the District

XXV. Attachments to Invitations for Bid and Contract

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

BID FORM

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: _________________________________________

(Punctuate Accordingly if Case Sensitive)

Name: ________________________________________________

(Please Print)

Title: ________________________________________________

Signature: ____________________________________________

(Must be a Hand Written Signature)

Date: ________________________________________________
## PRODUCT LIST - PRODUCE VENDOR

<table>
<thead>
<tr>
<th>No.</th>
<th>Product Description</th>
<th>Annual District Usage</th>
<th>Pack Size/ Purchase Unit</th>
<th>Alternate Pack Size</th>
<th>Distributor Landed Cost</th>
<th>Distributor Mark Up</th>
<th>SFUSD Cost</th>
<th>Extended Price to District (Unit Price x Annual District Usage)</th>
<th>Shipper or Vendor Name</th>
<th>How will portions be packs (bag, cup, etc)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Broccoli, florets</td>
<td>113</td>
<td>4/3 lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2</td>
<td>Broccoli, florets - Broken Unit</td>
<td>20</td>
<td>1/3 lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>Cabbage Slaw Mix (10% purple cabbage, 90% green cabbage)</td>
<td>781</td>
<td>2.5 lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
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</tr>
<tr>
<td>4</td>
<td>Carrot, stick 2'</td>
<td>38</td>
<td>5 lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<td>-</td>
</tr>
<tr>
<td>5</td>
<td>Cauliflower, florets</td>
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<td>4/3 lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>6</td>
<td>Lettuce, Green Leaf</td>
<td>377</td>
<td>24 ct</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>7</td>
<td>Lettuce, Romaine Chopped</td>
<td>821</td>
<td>6/2 lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>8</td>
<td>Lettuce, Romaine Chopped - Broken Unit</td>
<td>50</td>
<td>1/2 lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>9</td>
<td>Lettuce, shredded</td>
<td>10</td>
<td>4/5 lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>10</td>
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<td>1/5 lb</td>
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<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>11</td>
<td>Melon, Cantaloupe, chnk 3/4x3/4</td>
<td>8</td>
<td>20 lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>12</td>
<td>Melon, Honeydew, chnk 3/4x3/4x6/5</td>
<td>7</td>
<td>5/5 lb</td>
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<td></td>
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<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>13</td>
<td>Melon, Watermelon, cubes</td>
<td>9</td>
<td>6/5 lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>14</td>
<td>Pico de Gallo (Diced tomato, cilantro, diced onion, diced jalapeno)</td>
<td>670</td>
<td>5 lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<td>-</td>
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<tr>
<td>15</td>
<td>Spinach, clipped</td>
<td>31</td>
<td>4/2.5 lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>16</td>
<td>Tomato, slices</td>
<td>16</td>
<td>2.5 lb</td>
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<td></td>
<td>$0.00</td>
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<td>-</td>
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</tr>
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</table>

### Whole Fruit & Vegetable Items

<table>
<thead>
<tr>
<th>No.</th>
<th>Product Description</th>
<th>Annual District Usage</th>
<th>Pack Size/ Purchase Unit</th>
<th>Alternate Pack Size</th>
<th>Distributor Landed Cost</th>
<th>Distributor Mark Up</th>
<th>SFUSD Cost</th>
<th>Extended Price to District (Unit Price x Annual District Usage)</th>
<th>Shipper or Vendor Name</th>
<th>How will portions be packs (bag, cup, etc)?</th>
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<tbody>
<tr>
<td>17</td>
<td>Apple, Fuji</td>
<td>41</td>
<td>125 ct</td>
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<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>18</td>
<td>Apple, Granny</td>
<td>23</td>
<td>125 ct</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>19</td>
<td>Apples, Gala</td>
<td>627</td>
<td>135 ct</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<td>20</td>
<td>Apples, Red Delicious</td>
<td>763</td>
<td>125 ct</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>21</td>
<td>Banana, Green tip</td>
<td>16</td>
<td>40 lb</td>
<td></td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>-</td>
</tr>
<tr>
<td>22</td>
<td>Banana, Petite</td>
<td>530</td>
<td>40 lb</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>-</td>
</tr>
<tr>
<td>23</td>
<td>Basil</td>
<td>20</td>
<td>5 ct</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>24</td>
<td>Basil</td>
<td>9</td>
<td>1 lb</td>
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<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>25</td>
<td>Berries, Blueberry</td>
<td>24</td>
<td>12 ct</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>No.</td>
<td>Product/Description</td>
<td>Annual District Usage</td>
<td>Pack Size/ Purchase Unit</td>
<td>Alternate Pack Size</td>
<td>Distributor Landed Cost</td>
<td>Distributor Mark Up</td>
<td>SFUSD Cost</td>
<td>Extended Price to District (Unit Price x Annual District Usage)</td>
<td>Shipper or Vendor Name</td>
<td>How will portions be packs (bag, cup, etc)?</td>
</tr>
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</tr>
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<td>No.</td>
<td>Product Description</td>
<td>Annual District Usage</td>
<td>Pack Size/Purchase Unit</td>
<td>Alternate Pack Size</td>
<td>Distributor Landed Cost</td>
<td>Distributor Mark Up</td>
<td>SFUSD Cost</td>
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</tr>
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<td>----------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>68</td>
<td>Tomato, loose</td>
<td>411</td>
<td>6x6/ 25lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>69</td>
<td>Turnips</td>
<td>10</td>
<td>25 lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>Yarn, Jumbo</td>
<td>25</td>
<td>40lb</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Extended Price: $
(Attachment C)

Samples Label

Please follow this format to identify all samples delivered.

SAMPLES FOR: SAN FRANCISCO UNIFIED SCHOOL DISTRICT
SAN FRANCISCO, CA
(415) 749-3604

DELIVER TO: Galileo High School
1150 Francisco St.
San Francisco, CA 94109
SAMPLES DUE: NOVEMBER 3, 2015
DELIVERIES WILL BE RECEIVED ONLY FROM:
7:30 a.m. to 10:30 a.m.

BID: FP-151001

BID ITEM NUMBER: ________________________________

PACKAGE NUMBER: ___________________ OF ________________________________

VENDOR: __________________________________________

SIGNED BY: _______________________________________

ADDRESS: ________________________________________

TELEPHONE: ______________________________________

DATE: ___________________________________________

Instructions to the Vendor:

Each sample (pkg/case) received must bear this label (or a reasonable facsimile) for identification. Bid may be disqualified if samples are not labeled properly.
(Attachment D)

Agreement Form

The undersigned hereby proposes and agrees to furnish and deliver the goods or services in accordance with the terms, conditions, specifications and prices herein quoted.

Firm Name:__________________________________________________________

Name of Bidder:______________________________________________________

Signature of Bidder:___________________________________________________

Address:________________________________________________________________

Phone: ___________________________ Date: ____________________________

E-mail Address: _______________________________________________________

Phone Number(s)

ORDERING # ___________________________ EMERGENCY # ___________________________
## San Francisco Unified School District
### Produce Delivery Sites

<table>
<thead>
<tr>
<th>School Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>AP GIANNINI MIDDLE</td>
<td>3151 Ortega St., 94122</td>
</tr>
<tr>
<td>APTOS MIDDLE</td>
<td>105 Aptos Ave., 94127</td>
</tr>
<tr>
<td>Balboa High</td>
<td>1000 Cayuga Avenue, 94112</td>
</tr>
<tr>
<td>EVERETT MIDDLE</td>
<td>450 Church St., 94114</td>
</tr>
<tr>
<td>FRANCISCO MIDDLE</td>
<td>2190 Powell St., 94133</td>
</tr>
<tr>
<td>GALILEO HS</td>
<td>1150 Francisco St., 94109</td>
</tr>
<tr>
<td>Gateway HS</td>
<td>1430 Scott St., 94115</td>
</tr>
<tr>
<td>GEORGE WASHINGTON HS</td>
<td>600-32nd Ave., 94121</td>
</tr>
<tr>
<td>HERBERT HOOVER MIDDLE</td>
<td>2290-14th Ave., 94116</td>
</tr>
<tr>
<td>ISA@ENOLA MAXWELL</td>
<td>655 De haro St., 94107</td>
</tr>
<tr>
<td>JAMES DENMAN MIDDLE</td>
<td>241 Oneida Ave., 94112</td>
</tr>
<tr>
<td>JAMES LICK MIDDLE</td>
<td>1220 Noe St., 94114</td>
</tr>
<tr>
<td>JOHN O'CONNELL HS</td>
<td>2355 Folsom St., 94110</td>
</tr>
<tr>
<td>JUNE JORDAN SCH FOR EQUITY</td>
<td>325 La Grande Ave, 94112</td>
</tr>
<tr>
<td>Lincoln (Abraham) High</td>
<td>2162-24th Avenue, 94116</td>
</tr>
<tr>
<td>LOWELL HS</td>
<td>1101 Eucalyptus Drive, 94132</td>
</tr>
<tr>
<td>MARINA MIDDLE</td>
<td>3500 Filmore St., 94123</td>
</tr>
<tr>
<td>MARTIN L KING JR</td>
<td>350 Girard St., 94134</td>
</tr>
<tr>
<td>MISSION HS</td>
<td>3750-18th Ave, 94114</td>
</tr>
<tr>
<td>PHILLIP AND SALA BURTON HS</td>
<td>400 Mansell St., 94134</td>
</tr>
<tr>
<td>PRESIDIO MIDDLE</td>
<td>450-30th Ave., 94121</td>
</tr>
<tr>
<td>RAOUl WALLENBERG HS</td>
<td>40 Vega St., 94115</td>
</tr>
<tr>
<td>ROOSEVELT MIDDLE</td>
<td>460 Arguelo Blvd, 94118</td>
</tr>
<tr>
<td>SCHOOL OF THE ARTS</td>
<td>555 Portola Dr., 94131</td>
</tr>
<tr>
<td>Thurgood Marshall</td>
<td>45 Conkling St., 94124</td>
</tr>
<tr>
<td>Willie Brown MS</td>
<td>2055 Silver Ave 94124</td>
</tr>
</tbody>
</table>
## SFUSD SAN FRANCISCO PUBLIC SCHOOLS

### Contract Proposal
Fresh Produce
IFB No. FP-151001

---

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

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

*Provided for ease of reference only; the provisions of the Agreement shall control in the event of any conflict with the language of this form.

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

### CRIMINAL BACKGROUND CHECK

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

2. [ ] Contractor/Contractor's employees, agents or volunteers, listed below, will have **MORE THAN LIMITED CONTACT** with District students (as defined by District) in the performance of this Agreement.

   **INSERT NAMES OF EMPLOYEES** (Attach and sign additional pages, as needed.)

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

### TUBERCULOSIS CLEARANCE

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

4. [ ] Contractor/Contractor's employees, agents or volunteers, listed below, will have **MORE THAN LIMITED OR PROLONGED CONTACT** with District students (as defined by District) in the performance of this Agreement, and have cleared a TB Test.

   **INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE**

   (Attach and sign additional pages, as needed.)

---

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

---

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

Print name of Signatory

Print name of Administrator

Print name of Cabinet Member
(Attachment G)

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 ____________________, 20__.  

(Principal) ____________________________ (Seal)

____________________________________

(Witness)

(Title)

____________________________________

Surety) ____________________________ (Seal)

____________________________________

(Witness) ____________________________ (Title)

SIGNATURE EXECUTED IN BEHALF OF SURETY MUST HAVE PROPER ACKNOWLEDGEMENT.
(Attachment H)

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 "Delivery services Contract"); and

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

2. If Contractor timely performs each and every obligation under the Delivery 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 Delivery services Contract; and

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

4.2 Undertake to perform and complete the Delivery 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 Delivery 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 Delivery 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 Delivery 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 Delivery services Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Delivery 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 Delivery 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 Delivery 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 Delivery 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 Delivery 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 Delivery services Contract or to related subcontracts, purchase orders and other obligations.

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

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

11. DEFINITIONS

11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Delivery 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 Delivery services Contract.
11.2 Delivery 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 Delivery services Contract.

CONTRACTOR, as principal

________________________________________
By: _____________________________________
Title: ____________________________________
Address: _______________________________________

________________________________________
Fax: _____________________________________
Phone: ____________________________________

SURETY

________________________________________
By: _____________________________________
Title: ____________________________________
Address: _______________________________________

________________________________________
Fax: _____________________________________
Phone: ____________________________________

DISTRICT

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

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
(Attachment J)

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 J)

Contractor's Disclosure Form Regarding SFUSD Officials

To be completed by Contractor:

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

*Provided for ease of reference only; the provisions of the Agreement shall control in the event of any conflict with the language of this form.

Are any of Contractor's employees (or owners) ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last two years? (Check "Yes" or "No" as applicable.)

☐ NO. None of Contractor's employees (or owners) are ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last two years.

☐ YES. Contractor's employees (or owners) listed in the table below are ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last two years. (Complete the table below. The list may be continued on an additional page as needed.)

<table>
<thead>
<tr>
<th>NAME of current SFUSD employee/Board member, or former SFUSD employee/Board member within the last two years, who is ALSO Contractor's employee (or owner):</th>
<th>JOB TITLE(S) AT SFUSD of current SFUSD employee/Board member, or former SFUSD employee/Board member within the last two years, who is ALSO Contractor's employee (or owner):</th>
<th>DATE on which individual left SFUSD employment/Board. Or, if the individual is currently an SFUSD employee/Board member, write &quot;current.&quot;</th>
<th>If individual is a current SFUSD employee/Board member, how is he/she to be paid? (i.e., through SFUSD Human Resources, or Contractor plans to pay directly, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Certification by Contractor:

On behalf of Contractor, I hereby certify that, to Contractor's knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Agreement, if Contractor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current SFUSD employees or Board members, or former SFUSD employees or Board members or within the last two years, Contractor will promptly update this form with the District.

Contractor's Signature

DATE

Print Name & Title of Signatory

For SFUSD Office Use Only:

Received by: ____________________
(SFUSD staff initials)

Date received: ________________

37
(Attachment K)
Non-Collusion Affidavit

(Public Contract Code Section 7106)

Invitation for Bid # FP-151001

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the ____________________________ [title] of ____________________________ [organization name], the party making
the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association,
organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly
induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded,
conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The
bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with
anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid
price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or
indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information
or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to
any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person
or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited
liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power
to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and
that this declaration is executed on ________________ [date], at ____________________ [city], ______ [state].

________________________________________
Signature of Bidder

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this ___________ day of __________, 20__

________________________________________
Signature of Notary

[SEAL OF NOTARY]

________________________________________
Typed Name of Notary
(Attachment L)  
REFERENCES FORM

Bidders must complete this Attachment C (References Form), and any copies hereof, as required under Section 65 ("References") of this invitation for bids.

1) Company/Organization Name: __________________________________________
   Contact Person (Name & Title): ________________________________________
   Address: ___________________________ City & State: _______________________
   Telephone: ________________________ Email: _____________________________
   Description of the services (including volume, type and dates) that the bidder provided to this organization:
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________

2) Company/Organization Name: __________________________________________
   Contact Person (Name & Title): ________________________________________
   Address: ___________________________ City & State: _______________________
   Telephone: ________________________ Email: _____________________________
   Description of the services (including volume, type and dates) that the bidder provided to this organization:
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________

3) Company/Organization Name: __________________________________________
   Contact Person (Name & Title): ________________________________________
   Address: ___________________________ City & State: _______________________
   Telephone: ________________________ Email: _____________________________
   Description of the services (including volume, type and dates) that the bidder provided to this organization:
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________