

# SFUSD

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

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**PURCHASE AGREEMENT PROPOSAL (Indefinite Quantity)**

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

**PRE-BID CONFERENCE AT (if applicable)**

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

**BID NO: 013-11066-016**

**DATE: 09/25/2015**

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

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

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

Name under which business is conducted \_\_\_\_\_  
Business Street Address \_\_\_\_\_ Tel: \_\_\_\_\_  
\_\_\_\_\_  
City State Zip Code

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Incorporated under the laws of the State of \_\_\_\_\_  
Do you have an affirmative Action Policy? \_\_\_\_\_



## INVITATION FOR BID

\* THIS IS NOT AN ORDER \*

SUPPLIER: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY,ST: \_\_\_\_\_  
 CONTACT: \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 FAX: \_\_\_\_\_

ISSUE DATE: September 25, 2015  
 IFB NO.: 013-11066-016  
 DUE DATE: October 13, 2015 2:00 P.M.  
 PURCHASER: Richard Nepling  
 PHONE: (415) 241-6468  
 FAX: (415) 241-6487

QUOTATIONS ARE INVITED BY THE BUYER TO BE RECEIVED NOT LATER THAN 2:00 PM ON THE SPECIFIED DUE DATE, COVERING THE ARTICLES OR SERVICES UNDER CONDITIONS STATED. THIS QUOTATION WILL BE USED FOR A SCHOOL PURCHASE ORDER FOR THOSE ITEMS ON WHICH YOUR FIRM IS THE SUCCESSFUL BIDDER. THE IFB NUMBER IS TO APPEAR ON ALL CORRESPONDENCE RELATED TO THIS SOLICITATION.

LINE	QUANTITY	U/M	DESCRIPTION	MFGR.	UNIT PRICE	EXTENDED PRICE
1	3,323.00	EA	Casper Suite for MAC OS X AM Maintenance & Support (Renewal) 111-003-1206-01 / 11621641	JAML SOFTWARE	\$	\$
2	5,717.00	EA	Casper Suite for MAC OS X – Additional Seats 111-001-1206-01 / 11621714	JAML SOFTWARE	\$	\$
3	3,323.00	EA	Casper Suite for MAC OS X ASA – Additional Seats 111-002-1206-01 / 11621641	JAML SOFTWARE	\$	\$
4	2,719.00	EA	Casper Suite for IOS AM Maintenance & Support Renewal 121-003-1206-01 / 11621719	JAML SOFTWARE	\$	\$
5	3,874.00	EA	Casper Suite for IOS – Additional Seats 121-001-1206-01 / 11621649	JAML SOFTWARE	\$	\$
6	3,874.00	EA	Casper Suite for IOS ASA - Additional Seats 121-002-1206-01 / 11621719	JAML SOFTWARE	\$	\$
7					\$	\$
8					\$	\$
9					\$	\$
10					\$	\$
13					\$	\$

By signing, I attest that I am an authorized representative/agent authorized by my signature to bind the organization to the terms and conditions of the solicitation.

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_

<b>SUB-TOTAL</b>	\$
<b>SALES TAX (8.75%)</b>	\$
<b>SHIPPING &amp; HANDLING</b>	\$
Other	\$
<b>TERMS</b>	
<b>BID TOTAL</b>	\$

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS****DEFINITIONS**

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

**a. CONTRACT INTERPRETATION**

Articles and services covered by this quotation must comply with applicable laws, ordinances and other legal requirements.

A written purchase order or other acceptance mailed or otherwise furnished to the successful bidder within specified acceptance time results in a binding contract without further action by either party.

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

**b. NONDISCRIMINATORY EMPLOYMENT PRACTICES**

Provisions of Chap. 12B of the San Francisco Administrative Code, as amended, are incorporated herein and by reference made a part of this contract as though fully set forth (See Addendum attached hereto for nondiscrimination provision.)

**c. ALTERNATES**

When the name of a manufacturer, brand or make, with or without model number is used in describing any item, 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 will be assumed to be the specific articles named. If not offering the specific article named, bidder should enclose with bid full information, specifications and descriptive data on items offered.

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 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.

**d. SAMPLES**

Articles offered as equal to "District sample" must fully conform thereto; said "District samples" may be inspected at the place designated by the Purchaser. Samples must be furnished as required. Those submitted by successful bidders may be retained for testing or checking against deliveries, in which case allowance will be made to the contractor.

Each sample shall be plainly marked in a durable manner with the name of the bidder, the quotation number, and the item number.

Submitted sample will be assumed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder. Sufficiency of sample will be determined by the Purchaser.

Sample shall not be enclosed with quotation, and quotation shall not be wrapped in package with sample.

**e. INFRINGEMENTS – INDEMNIFICATION**

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

The Contractor agrees to hold the City and County of San Francisco and/or 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.

**CONDITION OF ARTICLES**

Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

**INSPECTION**

All articles supplied shall be subject to inspection and rejection by the Purchaser.

**AWARD**

Purchaser may make awards on separate items or in any aggregate and bidder may offer for award in aggregate of several or all items. The Purchaser reserves the right to reject any and all bids, to waive any irregularities or informalities in any bid or in the bidding.

**FAILURE TO DELIVER**

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.

**FIRM PRICE**

Prices/quotations must be firm and shall be in effect for a period of not less than 45 days.

**BID OPENING**

Bids will be opened publicly at the time stated on this bid and be available for inspection after award is made.

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 specified price list.

**CASH DISCOUNTS**

- f. Cash discounts will be taken into consideration in determining the low bids.
- g. 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.
- h. 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.
- i. Payment is deemed to be made, for the purpose of earning the discount on the date of mailing the District warrant or check.
- j. Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the payment in accordance with the provisions of "c" and "d" above, unless otherwise provided by bidder.
- k. It is understood and agreed that no additional charge shall accrue against District in the event that District does not make payment within any time specified by bidder.

**TAXES**

District is exempt from Federal Excise taxes except on articles for resale. Do not include sales or excise taxes in bid prices.

**UL and CAL-OSHA**

UL and CAL-OSHA required if applicable.

**DELIVERIES**

F.O.B. destination in San Francisco unless otherwise specified.

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not send to  
 the IRS.**

Please print or type See Specific Instructions on page 2.	Name (As shown on your income tax return)	
	Business name if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social Security number		
or		
Employer identification number		

### Part II Certification

**Under penalties of perjury, I certify that:**

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.
4. the TIN

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,