



**JANITORIAL PAPER PRODUCTS &  
SUPPLIES**

**Bid # PAP-070112**

**PURCHASING DEPARTMENT  
135 Van Ness Avenue  
San Francisco, CA 94102**

**ALLEN BENJAMIN  
Phone: 415-241-6468 • Fax: 415-241-6487**

**BID DUE DATE & TIME**

**May 3, 2012 - 2:00 P.M.**

Sealed bids for PAP-070112 must be mailed or otherwise delivered, properly marked and executed, to the District Purchasing Department by the date and time specified herein. Bids received later than indicated will be rejected. Bids transmitted by facsimile, email or other electronic communication will not be accepted.

**Purchasing Department  
135 Van Ness Avenue, San Francisco, Ca. 94102**



**SAN FRANCISCO  
PUBLIC SCHOOLS**

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**PURCHASE AGREEMENT PROPOSAL (Indefinite Quantity)**

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

**BIDS WILL BE OPENED AT 2:00 PM, May 3, 2012**

**AT: SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
135 VAN NESS AVENUE, ROOM 123  
SAN FRANCISCO, CA 94102  
TEL: 415-241-6468  
FAX: 415-241-6487**

**PROPOSAL NO. PAP-070112**

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

DELIVER BID, properly executed, to Purchaser, prior to opening time, in sealed envelope with Purchase Agreement Proposal Number and Commodity inscribed hereon.

(Include one signed copy of Page 1; retain Bidder's Duplicate copy for your file).

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

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

Name under which business is conducted \_\_\_\_\_

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? \_\_\_\_\_



**PURCHASING DEPARTMENT**  
135 Van Ness Avenue, Room 123  
San Francisco CA 94102

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

### **INTRODUCTION**

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

### **DEFINITIONS**

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

### **PURCHASE AGREEMENT PROPOSAL**

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

### **BONDS**

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

### **ALTERNATES**

5. When the name of manufacturer, brand, or make, with or without model number, is used in describing any item in Purchasing Agreement Proposal, bids for equal articles will be considered unless otherwise stated, but the Purchaser shall be the sole judge as to whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered would be assumed to be the specific articles named in the proposal. If not offering the specific article named, bidder should enclose with bid full information, specifications and descriptive data on items offered.

6. The Purchaser reserves the right to permit deviations from the specifications if an article offered is substantially in accord with the specifications and is deemed by the Purchaser to be of as good quality and as fully satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by bidder, the article offered will be assumed to be in accord with specifications.

#### **SAMPLES**

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

#### **DELIVERIES**

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

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

13. Articles and services covered by this proposal must comply with applicable laws, ordinances, and other legal requirements, including (among others) the Safety Orders of the California Division of Industrial Safety.
14. Should any questions arise as to the meaning and intent of the Purchase Agreement, the matter shall be referred to the Purchaser, who shall decide the true meaning and intent of the Purchase Agreement, and his decision shall be final and conclusive.
15. Purchase Agreement awarded under this proposal may be assigned only with the approval of the Purchaser. See 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 \_\_\_\_\_ award date, 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.
  - A. Proposers must execute District's contract, incorporated herein as Attachment A, upon award of bid. Attachment A may not be modified or cancelled, nor may compliance with any of its terms be waived, as part of proposer's bid. Modification to or cancellation of any term of Attachment A. as part of a proposer's bid may be grounds for the District finding a bid-nonresponsive.
- 49. The District may order changes in the work herein required and may order extra materials and extra work in connection with the performance of the Contract and the Contractor must comply with such orders, except that:
  - A. If changes in services are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract may be increased or decreased by such amount as the Contractor and the Purchaser may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work, and
  - B. No order for any alteration, modification, or extra which will increase or decrease the cost of the services shall be valid unless the resulting increase or decrease in price shall have been



agreed upon in writing and approved by the Purchaser and certified by the Director of Fiscal Services pursuant to Section 37 and 38. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract.

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

**ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION**

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

**AGREEMENT MADE IN CALIFORNIA: VENUE**

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

**LAWS AND REGULATIONS**

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

**SUBCONTRACTING**

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

**NON-DISCRIMINATION**

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

**BANKRUPTCY**

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

notify the District within ten (10) days of filing and bankruptcy petition under the Federal Bankruptcy Act

### **INSURANCE**

56. 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 Director of Purchasing Department, San Francisco Unified School District, 135 Van Ness Avenue, Room 123, San Francisco CA 94102. No other location shall be acceptable.

**SPECIAL CONDITIONS  
PRICE AGREEMENT PROPOSAL #PAP-070112  
JANITORIAL PAPER PRODUCTS AND SUPPLIES  
July 1, 2012 –June 30, 2013**

59. **PURPOSE:** To provide paper towels, toilet papers, toilet tissues and dispensers to all schools and administrative departments of the San Francisco Unified School District.

60. **ESTIMATED COST:** Estimated cost of this agreement is approximately \$350,000,000 annually.

61. **TERM OF CONTRACT:**

This contract shall run for approximately one year, beginning on the date of award. The contract may be extended by mutual agreement for two additional one-year period (General Conditions #37).

62. **DELIVERIES:** Once a year, there will be a delivery to 132 individual schools of an estimated quantity of 25 cases per site. This quantity may increase according to the school requirements. These deliveries must be completed within 10 working days from date of order. Additionally, supplemental paper deliveries will be made during the school year to the Custodial Department warehouse at 801 Toland Street, San Francisco. There will also be one delivery to each school site participating in the summer school programs. All deliveries will be inside unless otherwise indicated.

63. **YEARLY PAPER USAGE:** Below are the estimated yearly paper usages. Actual quantities may be modified as required by SFUSD.

<b>Item Description</b>	<b>Estimated Usage/Cases</b>
Georgia Pacific SofPull Brown Hard Wound Roll Towel 6/1000 Ft. (MFI# 26480)	5,500
Georgia Pacific Compact 2 Ply Toilet Tissue 1,000 Sheets/Roll (MFI# 19375)	2,600

64. **PAPER PRODUCT DISPENSERS:** Paper product dispensers are already installed at all district locations. Bid items offered must be compatible with current dispensers. Below are the Georgia Pacific dispensers and their estimated yearly usage:

<b>PRODUCT DESCRIPTION</b>	<b>MFI #</b>	<b>QUANTITY</b>
SofPull Mechanical Roll Towel Dispenser Translucent Smoke	59489	1,200
Compact Vertical Double Roll Coreless Toilet Tissue Dispenser	56790	600
Bobrick Compact Coreless Spindle Adapter	50011	1,200

The Georgia Pacific Paper Dispensers are to be provided to the District at no charge.

65. **FIRM PRICE:** Bid price must be firm for a six (6) month period.

66. **PRICE ADJUSTMENT:** For any subsequent price change, price may be increased or decreased every six months thereafter, provided proper documentation submitted. Such adjustment shall be based on Manufacturers Pulp Price Index, Bureau of Labor Statistics. Vendor will also be required to present Official mill price adjustment information with the request for any price increase or decrease. Price increase or decrease must be properly documented and requested in writing to the Purchaser, thirty (30) days prior to the next effective date. Regardless of the actual increase in mill prices, price may not be increased by more than 5.0%. There is no limit to the percentage that prices may be decreased. It is the vendor's responsibility to provide documentation to the District to support any price increase or decrease.

67. **REPORTS:** Successful bidder must provide the District with semi-annual Expenditure Reports for all Administrative and School Sites.

68. **BID EVALUATION AND AWARD:** The quantities listed on Bid Sheets are estimates for bid purposes only. The actual quantities to be purchased under contract will be dictated by the actual needs of the San Francisco Unified School District. The bidders are to complete and enter the appropriate cost on the bid sheet in the space provided.

69. **INSURANCE:** Within ten (10) days of notification, the successful bidder must furnish the District a Certificate of Insurance with companies acceptable to the District per condition number 56.

70. **CRIMINAL BACKGROUND CHECK:** Within ten (10) days after notification of intent to award the contract, the successful vendor must execute and return with the Criminal Background Check Form (see Attachment A).

71. **NOTICE TO BIDDERS:** Bidders are advised to review the District website for updated correspondence regarding the RFP.

Link:

<http://www.sfusd.edu/en/doing-business-with-sfusd/current-invitations-for-bids.html>

Navigation to Webpage:

Current Invitation for Bids > JANITORIAL PAPER PRODUCTS AND SUPPLIES

## 72. PROJECTED CALENDAR OF EVENTS

Estimated timelines:

- Advertisement No. 1.....April 17, 2012
- Advertisement No. 2.....April 24, 2012
- Bid Opening.....May 3, 2012
- Submit for Board Approval

## 73. PRE-AWARD DOCUMENTS REQUIRED:

- Two signed copies of bid proposal
- Completed and signed Purchasing Agreement Proposal
- Bid Sheet
- Bid Form
- Bid Bond: Certified check, cashier's check, or a bidder's bond equal to 10% of the Bid value for which the Bid is submitted.

**74. POST-AWARD DOCUMENTS REQUIRED:**

- **Performance Bond**
- **Insurance Requirements**
- **Criminal Background Check**

**BID SHEET  
 JANITORIAL PAPER PRODUCTS AND  
 SUPPLIES #PAP-070112**

ITEM #	DESCRIPTION	SIZE	UNIT	# CASES	UNIT \$	TOTAL \$
MF 26480	SOFPULL BROWN	6/1000 FT	CASE	5500		\$
	HARD WOUND					
	ROLL TOWEL					
MFI# 19375	2 PLY TOILET TISSUE	1,000 SHEETS/ROLL	CASE	2600		\$
<b>TOTAL COST</b>						\$
<b>DISPENSERS USED:</b>						
	SOFT PULL MECHANICAL ROLL TOWEL		#59489			1200
	DISPENSER - TRANSLUCENT SMOKE					
	COMPACT VERTICAL DOUBLE ROLL CORELESS		#56790			600
	TOILET TISSUE DISPENSER					
	BOBRICK COMPACT CORELESS SPINDLE		#50011			1200
	ADAPTER					

**BID FORM**

**JANITORIAL PAPER PRODUCTS AND SUPPLIES #PAP-070112**

**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:** \_\_\_\_\_



**BID BOND**

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

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

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

THE CONDITION of this obligation is such that,

WHEREAS, the Principal has submitted a Bid for \_\_\_\_\_  
at \_\_\_\_\_  
for which bids are to be opened on \_\_\_\_\_.

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

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

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

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

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal) (Seal)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety) (Seal)  
\_\_\_\_\_  
(Title)

SIGNATURE EXECUTED IN BEHALF OF SURETY MUST HAVE PROPER ACKNOWLEDGEMENT.

## **PERFORMANCE BOND**

### **KNOW ALL MEN BY THESE PRESENTS:**

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

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

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Security Services Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Security Services Contract, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
  - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Security Services Contract; and
  - 3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Security Services Contract, to Surety in accordance with the terms of the Security Services Contract or to a contractor selected to perform the Security Services Contract in accordance with the terms of the Security Services Contract with District.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of District, to perform and complete the Security Services Contract; or
  - 4.2 Undertake to perform and complete the Security Services Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of Security Services Contract, arrange for a contract to be prepared for execution by District and the Contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Security Services Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of

the Agreement Price, as calculated under the terms of the Security Services Contract, incurred by District resulting from Contractor's Default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
  - ii. Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor default, and if Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Security Services Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Security Services Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of the Balance of the Agreement Price to mitigation of costs and damages on the Security Services Contract, Surety is obligated without duplication for:
  - 6.1 The responsibilities of Contractor for correction of the defective work, materials and equipment and completion of the Security Services Contract;
  - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure.
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Security Services Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Security Services Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. Surety hereby waives notice of any change, including changes of time, to the Security Services Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be faxed as an item of costs.
10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via 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 Security Services Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to

which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Security Services Contract.

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

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

**CONTRACTOR, as principal**

**SURETY**

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Address:

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**DISTRICT**

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

**San Francisco Unified School District  
 Consultant/Independent Contractor Agreement  
 Criminal Background Check**

Name of Independent Consultant/Contractor:	
Services performing under the Agreement:	
Schools/Locations where services are being performed:	
Total amount to be paid by the District under this Agreement:	\$
Term of Agreement:	
<i><b>Check the applicable box and fill in any blanks.</b></i>	
1.	I certify that none of my employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement
2.	The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

**Certification by Contractor/Consultant**

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

\_\_\_\_\_  
 Consultant's Signature      Date

\_\_\_\_\_  
 Administrator's Signature      Date

\_\_\_\_\_  
 Printed name of Consultant

\_\_\_\_\_  
 Printed name of Administrator