



PURCHASING DEPARTMENT

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

T 415.241.6468
F 415.241.6487

WWW.SFUSD.EDU

INVITATION FOR BID

MOVING & STORAGE SERVICES

IFB No. 058-0630-20

MAIL OR DELIVER BIDS TO

San Francisco Unified School District
Purchasing Department
IFB No. 058-0630-20
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

BID DUE DATE AND TIME

November 12, 2014 - 2:00 P.M.

- Competitive bids for the specified material and/or service must be received by the San Francisco Unified School District, 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 the Bid. Bidders will respond utilizing the format, forms and other criteria indicated in the Bid.
- Bidder responses that do not comply with the format, forms and other criteria indicated, may be rejected. The District reserves the right to review and/or refuse all bids.
- Bids transmitted by facsimile, email or other electronic communication will not be considered. Bids received after the due date and time will not be accepted.
- To preserve the integrity of the IFB, the bidder is requested not to contact any District employee for information pertaining to the IFB, other than the purchaser of the solicitation, Section-98.

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

TIMELINE	DATE
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Issue Date	10/14/2014
Mailing Date	10/14/2014
Bid Advertisement #1	10/14/2014
Bid Advertisement #2	10/21/2014
Bidders Question Deadline (5:00 PM)	10/28/2014
SFUSD Answer Response Posting (SFUSD Website) (5:00 PM)	11/05/2014
Bid Due Date and Time (2:00 PM)	11/12/2014
Intent to Award - Posting (5:00 PM) (SFUSD Website)	TBD
Board of Education Agenda Meeting Date	TBD
Contract Award Date (Approximate)	TBD

CONTRACT TERM PERIOD:

1st Term	01-01-15	To	12-31-2015
2nd Term	01-01-16	To	12-31-2016
3rd Term	01-01-17	To	12-31-2017
4th Term	01-01-18	To	12-31-2018
5th Term	01-01-19	To	12-31-2019
Contract Expiration			12-31-2019

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: 058-0630-20

DATE: 11/12/2014

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 6 , 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
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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

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

PURCHASE AGREEMENT PROPOSALS

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

BONDS

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

ALTERNATES

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

SAMPLES

7. Articles offered as equal to District sample must fully conform thereto; said District samples may be inspected at the place designated by the Purchaser.
8. Samples must be furnished as required by Purchase Agreement Proposal. Those submitted by successful bidders may be retained for testing or checking against deliveries, in which case allowance will be made to contractor.
9. Each sample shall be plainly marked in a durable manner with the name of the bidder; the Purchase Agreement Proposal Number, and the item number.
10. Submitted sample will be assumed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder. The Purchaser will determine sufficiency of sample.

11. Sample shall not be enclosed with Purchase Agreement Proposal, and Purchase Agreement Proposal shall not be wrapped in package with sample.

DELIVERIES

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

PURCHASE AGREEMENT – INTERPRETATION – ASSIGNMENT

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

INFRINGEMENTS – INDEMNIFICATION

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

INSPECTIONS

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

FAILURE TO DELIVER

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

PRICE LISTS – DISCOUNTS FROM

20. When Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by his contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the contract be paid for such article or service the excess price will be charged to and collected from the contractor or sureties on his bond will be required.
21. Bids will be considered offering discounts from a price list other than specified provided the alternate price list can be readily compared on an over-all basis with the specified price list.
22. Price list in effect at time order is placed will apply provided Contractor gives Purchaser ten (30) days advanced notice of any price increase. Unless otherwise provided herein, if a price change occurs which is not reflected in a revised price list with discounts remaining firm, a different pricing method may be established by mutual agreement which will accomplish substantially the same result, or if agreement cannot be reached, the Purchase Agreement may be terminated by either party.

ITEM, AGGREGATE BIDS

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

OPENING OF BIDS

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

FIRM PRICES

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

AWARDS

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

CASH DISCOUNTS

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

TAXES

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

TERM BID – QUANTITIES

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

determines that such articles are immediately needed or that it is obviously not practical to purchase against the contract.

PAYMENT

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

TERM OF AGREEMENT

37. The term of the contract shall be from 01/01/2015 to 12/31/2015, for one full year. This contract may be renewed annually for one (1) year for up to four (4) additional years at the sole discretion of the District.

TERMINATION

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

ENTIRE CONTRACT

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

ASSIGNMENT

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

INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES

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

INCIDENTAL AND CONSEQUENTIAL DAMAGES

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

BUDGET AND FISCAL PROVISIONS

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

CONFLICT OF INTEREST

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

PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT

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

MODIFICATION OF AGREEMENT

48. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
49. The District may order changes in the work herein required and may order extra materials and extra work in connection with the performance of the contract and the Contractor must comply with such orders, except that:
- A. If changes in services are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract may be increased or decreased by such amount as the Contractor and the Purchaser may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work, and

- B. No order for any alteration, modification, or extra which will increase or decrease the cost of the services shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Purchaser and certified by the Chief Financial Officer pursuant to Section-45. No oral statement of any person who-soever shall in any manner or degree modifies or otherwise affects the terms of this contract.
- C. Any modifications thus ordered by the District and agreed to by the Contractor must be approved by the Board of Education, and the resultant contract modification must be executed by the District and the Contractor.

ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

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

AGREEMENT MADE IN CALIFORNIA: VENUE

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

LAWS AND REGULATIONS

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

SUBCONTRACTING

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

NON-DISCRIMINATION

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

BANKRUPTCY

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

INSURANCE

- 56. Prior to award, contractor must submit written evidence of the following insurance which must be maintained in force during the term of this contract:
 - A. Comprehensive General Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
 - B. Comprehensive or Business Automobile Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.

- C. Workman's Compensation with Employers Liability limits of not less than \$1,000,000 each accident.
- D. If any policies are written on claims made from, the contractor agrees to maintain such insurance continuously in force for three years following the completion of this contract.
- E. Certificate of Insurance, satisfactory to the District, evidencing all coverages above shall furnished to the District before commencing any operations under this contract, with complete copies of policies upon District request.
- F. Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.
- G. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:
 - Name as additional insured the San Francisco Unified School District, its board, officers and employees.
 - Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom a claim is made or a suit is brought against.
 - The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing regarding cancellation, non-renewal or reduction of coverage of any of the above insurance.

CONTRACTOR'S DEFAULT

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

FILING OF PROTESTS

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

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

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

SPECIAL CONDITIONS

59. INTRODUCTION

The San Francisco Unified School District ("District") is seeking eligible Contractors for Moving and Storage Services. The District maintains staffing for the moving portion of the services and on occasion requires an outside Contractor to assist with large more complex moves including storage. The scope of work for the moving services will consist of moves within the site, moves to other District locations and storage on and off site. ***These services will not be required daily and will be requested on an as-needed basis.***

The services of this solicitation will be used by the District's Facilities Design & Planning Department and Bond Program. The services may be requested throughout the school term but mainly during the summer months. The awarded supplier will provide contract pricing to any District location for services rendered.

In responding to this Invitation for Bid (IFB) the prospective bidder will be required to include a Bid Bond, pricing for services as indicated on the Bid Sheet and Information Price List, and the Consultant/Independent Contractor Agreement Criminal Background Check form. Prior to the award of the contract the successful bidder will be required to submit a Certificate of Liabilities Insurance, properly executed, with the Insurance Endorsement forms and the Performance Bond.

The Contractor must be able to respond and have adequate financial resources to perform the duties of a Master Contract; be able to comply with the contract performance schedule taking into consideration all existing other business commitments; have a satisfactory performance record; have a satisfactory record of integrity and business ethics; have the necessary organization personnel, experience, accounting and operational controls, and technical skills; have the necessary equipment and facilities, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

60. ESTIMATED CONTRACT VALUE

The estimated annual contract value for the first term = \$880,000

Facilities Bond Program Department estimate = \$740,000

Facilities Design and Planning Department estimate = \$140,000

The total estimated contract value for the five (5) year term is Four-million / Four-hundred thousand dollars (\$4.4 Million Dollars).

Facilities Bond Program Department estimate = \$3.7 Million Dollars

Facilities Design and Planning Department estimate = \$700,000 Dollars

The contract amounts indicated are estimates, the bidder should be aware that distribution amongst the three lowest responsible bidders is estimated at \$880,000 annually.

61. TERM OF AGREEMENT

The term of the contract shall be dated for convenience from January 01, 2015, for one full. This contract may be extended for a period or periods of up to four (4) additional years by mutual agreement. Contract extensions shall be for the same terms, conditions, and specifications as agreed in the contract award of this solicitation.

62. RATE ADJUSTMENT

If extended, the rates shall be subject to an increase or decrease once each year, commencing from 01/01/2016, and on each January 1st thereafter. Price increase or decrease must be properly documented, and requested in writing to the Purchaser, thirty (30) days prior to the next annual adjustment period. The increase shall not exceed more than

five-percent (5%) of the Consumer Price Index (CPI) of the San Francisco Metropolitan Area, as reported by the U.S. Department of Labor for the annual January-December period immediately preceding the adjustment date.

63. PROP (F) REQUIREMENT

On November 7, 2006 the City of San Francisco's voters approved Proposition F, the "Sick Leave Ordinance" codified into Chapter 12W of the San Francisco Administrative Code, which provides that employers must provide paid sick leave to employees – including part-time employees, temporary workers, and participants in Welfare-to-Work Programs who are employed within the geographical limits of the City and County of San Francisco. It only has a prospective effect.

Several consultants and Contractors have asked the SFUSD to bear the cost of this Sick Leave Ordinance. The SFUSD, which is a separate legal entity from the City and County of San Francisco, does not have the legal authority to waive or alter Proposition F's requirements. All employers who have employees meeting the requirements of Proposition F must address the fiscal implications of Proposition F and factor it into their budgets, bids, and/or negotiations for compensation. The SFUSD will continue to expect that all consultants and Contractors will comply with all applicable State, Federal, and local laws and regulations including Proposition F.

Additional information regarding the Sick Leave Ordinance can be obtained from;

The San Francisco Office of Labor Standards Enforcement
City Hall, Room 430
1 Dr Carlton B Goodlett Place
San Francisco, CA 94102
Phone: (415) 554-6235
www.sfgov.org/olse

64. TRANSITION

The awarded Supplier and existing Contractor agree to the following:

- A. The existing Contractor, if not awarded, shall complete all projects currently in process as per the instructions of the District. Projects are defined as the task performed at a particular location from the time requested by the District representative to the completion of the project at such location.
- B. New projects will be issued to the supplier awarded as a result of this solicitation. Projects will not to be split between the existing Contract and the awarded Supplier.

65. SCOPE OF WORK

The scope of work for the moving services will consist of moves within the site, moves to other District locations and storage on and off site.

- A. Relocation of school and/or office furniture, and equipment including set up at the new location, as per instruction of the District.
- B. Books and small items from library, classrooms and offices will be boxed by the District, or movers, as directed and moved to new location per instruction of the District.
- C. Free-standing library and classroom shelving shall be disassembled, moved to new location, reassembled.
- D. Relocation of school and/or office furniture, and equipment for storage within, on-site or off-site. Storage services will include but are not limited to; portable storage trailers and off-site storage at the Contractor facilities.
- E. If the District calls for the service and the Contractor is unable to provide the service in a timely manner, the District reserves the right to call for moving services outside this agreement.

- F. The District will guarantee a minimum of four (4) hours for each move including travel time. Travel time will be a maximum of one hour total (total includes both trip to site and return trip).

68. **CONTRACTOR'S RESPONSIBILITIES**

- A. The Contractor agrees to furnish all labor, materials, equipment, plant, tools, (including applicable taxes), supervision, services appurtenances, transportation, State and local permits and fees, and utilities, as applicable, to perform and complete the services of this Agreement.
- B. The Contractor must maintain Cargo Insurance during the term of the agreement.
- C. The Contractor will be required to show to the satisfaction of the District that he/she has the necessary experience in the type of work to be performed, and the ability, equipment and financial resources to perform the work satisfactory within the time specified. To be considered, a Contractor must have two years experience and a PUC license in these types of moves.
- D. Contractor shall maintain sufficient personnel and equipment to ensure proper and adequate performance of all services called for under this contract. Contractor shall provide the name and telephone number of a representative of their company who will be responsible for District's needs.
- E. Contractor agrees that the services to be performed shall be subject to the approval of the Facilities and/or the Director of Purchasing or his/her designated representative. These services include: preparing locations and areas of the move, the hours for which said services are to be provided, and the number of trained, equipped, and qualified movers to be furnished by Contractor.
- F. The Contractor in signing this Agreement agrees to guarantee his/her work, including, but not limited to, damage to building, floors, doors, walls, furniture and equipment, as well as, the supplies, furniture and equipment involved in the move. Contractor shall repair, replace or reimburse the District for the fair market value of the above. If the Contractor has language that limits their liability on their moving forms and if they are signed by the District, the language in this Agreement takes precedence over other language.
- G. Contractor agrees to comply with Education Code Section 45125.1, et. Seq. concerning fingerprinting employees and conducting criminal background checks through the California Department of Justice. (See attached form to be executed with the contract.) The District is extending this requirement to all types of Contractors if they are deemed to have more than limited contact with District students. The Contractor shall assume all expenses associated with these background checks and shall immediately remove any employee or agent from District property who has been arrested or convicted of any serious or violent felony, as defined by the California Penal Code, Sections 667.5 and 1192.7.
- H. The District shall be the final arbiter of what constitutes "limited contact". The District may also, in its sole discretion, waive these provisions if it determines that emergency or exceptional circumstances exist, which threaten student or staff safety if the work is delayed pending clearance.
- I. Invoices accompanied by the faxed orders and the District's "sign-off" documents will be batched and sent to the appropriate departments, below, for payment:

Bond Program Department

San Francisco Unified School District
135 Van Ness Avenue, Room No. 207
San Francisco CA 94102
Attention: Susan Ortega-Resurreccion

Facilities and Planning Department

San Francisco Unified School District
135 Van Ness Avenue, Room No. 211A

San Francisco CA 94102
Attention: Ben Garcia

69. GENERAL REQUIREMENTS FOR THE MOVE

- A. The contract agreement addresses moving and storage services only;
 - i. The Contractor's worker will NOT engage in the assembly for installation of new free-standing or modular furniture or fixtures to realty, i.e. walls, columns, or other walls.
 - ii. The Contractor' worker will NOT engage in the assembly or disassembly of free-standing furniture unless it is existing furniture that is included as part of the moving project; to disassemble and reassemble such existing free-standing furniture from one District location to another.
 - iii. The Contractor's worker will not take action on the above conditions, outside of this contract, if requested by a District school or site, written or verbal.
 - iv. Should the Contractor, of its own recourse, perform the above services outside of the contract, and an invoice is received not related to a moving project, the invoice will not be paid.
 - v. The District reserves the right to authorize the assembly for installation of new free-standing or modular furniture or fixtures to realty, i.e. walls, columns, or other walls only if all other District labor resources have been investigated and are exhausted. The District Project Manager ("PM") will be the only decision maker to authorize this type of service.
- B. Remove miscellaneous items as per instruction of the District.
- C. The District will sign off with the movers at the end of the day for total hours for vehicle, manpower and equipment. The District and Contractor agree any boilerplate on the sign-off form is stricken by this reference and will not be applicable.
- D. Vehicles furnished under this contract shall include semi-trucks, vans (bobtails), and light duty trucks equipped with hydraulic lifts or loading ramps as may be required. Slippage of items off tailgates is not acceptable.
- E. The Contractor to provide all necessary moving equipment, i.e., hand trucks, dollies, blankets, ropes etc.
- F. The Contractor to provide, at no cost to the District, a dedicated representative for all pre-move conferences and to coordinate the activities of each project at the site level.
 - i. The representative will respond to and coordinate with the District's PM on all projects, the PM along with the construction managers ("CM") and representative will be the decision makers of each project, protecting the District's interest throughout the term of each project. The representative will not take instruction from any other persons, i.e., site staff, etc.
 - ii. The representative will be required to be knowledgeable with all aspects of the Moving and Storage Industry.
- G. When wheel or skid type dollies are to be used on finished floors, clean Masonite (hardboard) sections are to be used as runners. The Masonite (hardboard) sections must be at least ¼ inch thick and taped together to minimize sliding.
- H. Corner protectors for doorframes and protectors for walls shall be provided at both the "from" and "to" locations.
- I. Elevators are available at most locations. The elevators shall be padded to protect both the elevator and items being moved. It is the Contractor's responsibility to verify the availability and operational condition of all elevators. An elevator failure does not relieve Contractor of his responsibility to fulfill this contract in the specified time.

- J. All upholstered and wood furniture shall be blanket wrapped for transit. All equipment (typewriters, computers, etc.) shall be placed on machine carts, shrink wrapped and blanket wrapped for transit.
- K. For purposes of this contract, billing time shall start and end at job sites in San Francisco. Any fraction of an hour shall be billed and prorated on 15-minute increments.

70. PRE-MOVE GENERAL REQUIREMENTS

- A. A PUC (T) License/Permit from the State of California Public Utilities Commission to operate as a Household Goods Carrier is required.
- B. The Contractor representative, in agreement with the District's PM, will sign-off on a District provided inventory check list indicating the contents to be relocated or transferred to storage.
- C. Contractor will be responsible for the inspection of all cartons, furniture, equipment, etc. to confirm proper labeling. Cartons, furniture, equipment, etc. that are not properly labeled must NOT be moved for relocation or storage unless it is properly labeled and inventoried.
- D. Contractor to obtain the necessary parking permits and "No Parking" signs. Permits can be obtained from the Special Events Officer at the police station that has jurisdiction for the areas where the move is from and to the destination location.
- E. For all moves, Contractor must provide at no cost to the District all carton identification labels and packing instruction literature.
- F. Contractor to provide standard packing cartons and boxes constructed from recycled cardboard products.
- G. Contractor shall be available, if necessary, for major moves, for up to two (2) pre-move meetings up to a maximum of two (2) hours per meeting, with department personnel to coordinate time frames, logistics and building access for the "from" and "to" locations at no extra charge.
- H. Prices quoted in this bid shall include all necessary moving equipment, i.e. hand trucks, dollies, blankets, ropes, etc. and removal of any unused excess packing cartons or packing material.
- I. The Contractor and District will record a mutually agreed total price of any piece of equipment or other property priced higher than the contract rate and will be included in the move prior to the move.
- J. The District's Facilities Design & Planning Department and Bond Program will call for service followed by a faxed/written confirmation signed by an authorized District representative. No move should take place without the written confirmation.

71. POST- MOVE GENERAL REQUIREMENTS

- A. The District representative will sign-off with the movers at the end of the day for total hours for vehicle, manpower and equipment. This will be considered the "sign-off" document. The District and Contractor agree any boilerplate on the sign-off form is stricken by this reference and will not be applicable.
- B. The Contractor shall complete and sign, together with the District's PM, a District provided inventory check list that indicates the contents that been relocated or transferred from the storage facility.
- C. Contractor shall remove all of his equipment and packing materials excluding employee's unpacked boxes. These boxes shall become the property of San Francisco Unified School District.
- D. Contractor will remove all debris, sweep and wipe down floors and window ledges. Remove all dust and foreign materials created by the move, leaving the work area and corridors to and from the work area as originally found.
- E. Contractor shall provide for major moves two employees, as needed, for up to 8 hours the following workday to correct any move errors, at no cost to San Francisco Unified School District.

- F. Upon completion of each move, the Contractor shall complete and sign, together with the Department Representative a check list. The check list will include as a minimum; the names and number of drivers and helpers, total number of hours involved, applicable rates, etc.
- G. San Francisco Unified School District accepts no responsibility or liability for Contractor's property that remains at either "from" or "to" locations.
- H. The Contractor shall be paid as per attached bid, which will be included and made a part of this Agreement. Requests for compensation shall be monthly or upon completion of the work, complete with a breakdown of charges and receipts as applicable. Payments shall be made in a reasonable time upon approval that services and requirements have been rendered in a satisfactory manner.

72. STORAGE

The Contractor, if required, will provide storage containers of various sizes for storage on site, and also storage space off-site, as per the requirements and instructions of the District's PM. All moving conditions of this agreement apply to moves "to" and "from" the on and/or off-site storage location.

- A. Contractor will deliver and pick-up storage containers.
- B. Contractor may be required to provide Vault Secure Storage on and off-site.

73. DELIVERIES AND PICK-UPS FROM PURCHASING DEPARTMENT CENTRAL WAREHOUSE

Contractor must provide his own resources to unload and load surplus items from the Purchasing Department's Central Warehouse. Contractor will be directed as to where surplus items are to be placed or removed. SFUSD owned hand and power equipment may not be used by Contractor. Warehouse staff is not required to operate any equipment for Contractor.

- A. Deliveries: Deliveries of surplus items to the Purchasing Department's Central Warehouse or any other District locations must be accompanied by a complete requisition form. The District department requesting this service must list items and quantities to be delivered by Contractor to the warehouse. Warehouse staff will verify surplus items using the complete request form.
- B. Pick-Ups for Delivery: The Purchasing Department must authorize release of surplus items from Purchasing Central Warehouse through a completed Requisition form that will be provided to the Contractor. Contractor will present this requisition to the Central Warehouse staff as authorization to remove items for pick up. Warehouse staff will reconcile items with the requisition form, and Contractor will sign the requisition as proof of receipt of items.
- C. Disposal: The District maintains a procedure for the disposal of furniture and equipment which must be submitted to the Board of Education for approval. Pursuant to Education Code 17545-17555 only the Board of Education is empowered to authorize the sale and or disposal of all furniture and equipment for the District.
 - i. The Contractor will NOT dispose of District furniture, hardware, materials or equipment without approval from the Board of Education and authorization from the District's Purchasing Department.

74. QUALIFIED PERSONNEL

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of the Contractor. The Contractor will conform to the District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, and shall be supervised by the Contractor.

To the extent, which the Contractor's employees' work performance is unsatisfactory, the District reserves the right to request substitution of another employee that would take this position and perform adequately. The Contractor agrees to replace staff members who are not performing effectively. Verification of staff members' qualifications should be made available to the District upon request.

75. DISASTER RECOVERY

Bidder must acknowledge that in the event of a major catastrophe such as an earthquake, the District will receive priority service over non-governmental users. In the event of a major disaster, in coordination with the District, the Contractor will fulfill the obligations of this agreement.

76. ACCOUNTABILITY

The Contractor shall provide standard and/or a customized reports within (30) days after the end of each quarter, or as requested. The reports will include a minimum of data, as indicated below; the reports will be in a Microsoft Excel or similar format and will be forwarded either electronically or by hard disc (CD/DVD) to the appropriate invoice clerk as mentioned in Section-68,I. Reports and media will be provided at no additional charge to the District, the reports and media will remain the property of the District.

The report will include a summary of invoice transactions. The report shall include a minimum of invoice data, i.e. work order and item description, quantity, unit of measure, rate and amount per line item; Project name and description, purchase authorization name/number, the originating and destination addresses.

77. LEGAL COMPLIANCE

The Contractor shall at all times comply with the applicable laws, ordinances, rules and regulations of the Federal government, the State of California and the City and County of San Francisco and all governing agencies, Districts or other bodies, which have jurisdiction applicable to the direct and indirect acts of the Contractor in the performance of this contract. It shall be the responsibility of the Contractor to obtain, at its sole expense, any required permit(s) or license(s).

78. UNSCHEDULED CLOSING OF SCHOOLS

The District shall not be obligated to accept or pay for services herein agreed to be furnished by the Contractor on those days when, by direction of the Superintendent, the District's schools are closed to insure the health and safety of the pupils or for any other lawful reason.

The District agrees to notify the Contractor not later than 5:30 am on such days of school closures.

79. INDEMNITY AND HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, to assume the defense of and to hold harmless the San Francisco Unified School District, its Board of Education, and their members, officers, representatives, agents, and employees, from every claim, loss, damage, injury, expense, judgment and direct and/or vicarious liability of every kind, nature, and description arising in whole or in part from the performance of the Contract.

The aforementioned indemnity and hold harmless clause shall extend to, but shall not be limited to breach of contract, death or any injury to any person or damage to property or any negligent or intentional conduct whatsoever.

80. NON-APPROPRIATION

The District cannot obligate funds beyond any one fiscal year (July-June). Any contract awarded hereunder is therefore contingent upon the appropriation of sufficient funds and/or authority to carry out its conditions and agreements. Should funds not be available, the District may terminate such contract at the end of any fiscal year (June 30th) provided notice of such termination be given in writing at least thirty days (30) before the end of the fiscal year. Upon giving notice, the termination shall be effective without penalty and without liability to the District beyond the fiscal year in which notice is given. The District's decision as to what constitutes sufficient funding is final. The District's intent is to continue the contract for the full five (5) years, assuming mutual agreement by both parties, no breach of contract or unresolved dispute, acceptable level of service and sufficient fund availability.

81. SOLICITATION AND RESPONSIVENESS OF BIDDER

The solicitation requirements have been established to obtain full and accurate representation of supplier responsiveness and responsibility, which will enable the District to evaluate bids and award contracts for providing the services, requested. The Purchasing Department in its sole discretion will determine responsiveness and final evaluation results for this IFB as provided herein.

All responses to this IFB shall be subject to verification by the Purchasing Department. Any bid which contains material, or information, which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation, may result in rejection of the bid.

82. SEALED BIDS

- A. The supplier must mail or otherwise deliver one (1) original of the executed bid to the District Purchasing Department as addressed herein.
- B. Late bids will not be considered. A bid is late if it is not delivered and time stamped at the District Purchasing Department on or before the date and time specified herein as the due date and time of receipt for bids.
- C. Bids must be submitted in a sealed envelope bearing the bidder's Company name, IFB number, bid description and due date clearly marked on the outside.
- D. Bids will not be accepted via transmittal by facsimile, email or other electronic communication equipment.
- E. All material submitted as part of a bid will become the property of the District for use at its discretion.
- F. Authorized signatures are required. An individual authorized to bind the organization to the provisions of the contract must sign the bid.
- G. The "Purchase Agreement Proposal" from this solicitation shall be submitted as the cover sheet of the bid.

83. MODIFICATION OR WITHDRAWAL OF BID

Modifications to or withdrawal of bids may be allowed only if received prior to the due date and time for receipt of bids. No changes to or withdrawals of bids will be permitted after the date and time for receipt of bids specified.

84. BID SHEET

- A. Bids must be submitted on the Bid sheet provided in this solicitation.
- B. The bidder will enter a price in the space(s) provided; multiply the price times the unit of measure and enters the result as the extension. The bidder will total all extensions for the total bid price; this amount will determine the lowest bidder. The price submitted will be the amount(s) the Contractor will invoice the District for the services of this contract.
- C. The Bid sheet is not to be modified. Additions and/or deletions to the District's bid sheet will not be considered and will be cause for rejection of a bid as non-responsive.
- D. Response to any item of the Bid sheet with terms such as "negotiable," "will negotiate," etc. will not be acceptable and will be cause for rejection of a bid as non-responsive.

85. INFORMATIONAL PRICE SHEET

The bidder is required to complete the Informational Price Sheet, which is to be submitted with their bid. The Price Sheet is informational, for the District's consideration, and will not be considered for the bid evaluation process. The Price Sheet will accompany the Bid Sheet and will be included in the contract agreement to specify the amount the Contractor may invoice the District for services of the agreement if needed.

- A. The bidder must submit the Informational Price Sheet on the form provided. (Attachment-B)

- B. The Price Sheet is not to be modified. Additions and/or deletions will not be considered and may be cause for rejection of the proposal as non-responsive.

86. **ERRORS AND AMBIGUITIES**

Bidders must read the IFB thoroughly. Any ambiguity, conflict, discrepancy, omission or other errors in the IFB must be reported in writing to the Purchasing Department, as addressed in Section-92 "Questions Regarding the IFB".

87. **NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS**

Contractor shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the District at the bid price(s) quoted. The District shall not be obligated to purchase or reimburse the supplier for any inventory of any products should purchases vary from the estimates listed or if the contract expires or is terminated.

88. **TECHNOLOGY CLAUSE**

As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of this bid, to be included under the general umbrella of compatible product lines and are thus specifically included in this bid document.

89. **PREVIOUS PERFORMANCE**

The bidder is advised that the District reserves the right to reject a bid from a supplier who cannot demonstrate the ability to provide the services required. Past service and delivery performance with an organization of similar size and scope of work is a factor in the determination for award. The suppliers past performance practices and service to the District will be examined. Suppliers who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible bidder, thereby disqualifying the supplier from the contract award.

90. **BID BOND**

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

Unsuccessful bidder's cashier's check, certified check or bid bond will be returned within thirty (30) days upon approval of the Board of Education to the successful bidder. Successful bidder's cashier's check, certified check or bid bond will be returned within thirty (30) days upon full execution of all contract documents.

91. **PERFORMANCE BOND**

Within fifteen (15) days after notification of intent to award letter, the successful Contractor must furnish the District a Performance Bond in the amount of (10%) of the estimated annual contract value (\$880,000), to cover the first contract term 01/01/15 – 12/31/2015 term, to guarantee that the vendor will fulfill the obligation of the contract. The bond amount requirement, for the remaining terms, will be (10%) of the contractors invoiced total amount for the previous (12) month period.

Bond must be in the form provided, see Attachment-G. It is the Contractors responsibility to provide proof of the Performance Bond to the Purchaser at the beginning of each contract term. See Section-98 for Purchaser contact information.

92. **QUESTIONS REGARDING THE IFB**

Questions regarding this IFB must be submitted in writing and delivered, mailed, faxed or emailed to the purchaser, as addressed below, before the deadline, October 28th, 2014 (5:00 PM) questions received after the deadline will not be accepted. Any correspondence related to this solicitation will have to reference the IFB number and the appropriate location in the IFB document (i.e. page, section, paragraph, etc.) that pertains to the question/inquiry.

Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning the solicitation will be furnished as described in Section-94 promptly to all other prospective bidders as an addendum to the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective bidders.

Questions regarding this IFB shall be directed to:

San Francisco Unified School District
Purchasing Department
Mr. Richard Neipling, Purchaser
Questions - IFB 058-0630-20
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

Fax: (415) 241-6487
Email: NeiplingR@SFUSD.EDU
Subject Line: BID Question IFB No. 058-0630-20

To preserve the integrity of the IFB, the contractor is requested not to contact any District employee for information pertaining to the IFB, other than the purchaser of the solicitation, above.

93. **RESPONSE TO QUESTIONS**

Response to questions will be accumulated, reviewed and then posted on the SFUSD website by November 5th, 2014 (5:00 PM). To the extent practicable, the District provide notice to all interested parties, but shall not be responsible to those parties for receipt of the information. It is the bidder's responsibility to ascertain, prior to submittal that he/she is in receipt of any or all correspondence to this solicitation. The bid response posting will conclude the question and answer period for the IFB.

Web Link:

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

Navigation:

www.SFUSD.edu > Partnering with SFUSD > Current Invitation for Bids > Moving & Storage Services > Response to Questions

Bidders are advised to bookmark the webpage location for communications in regards to this IFB.

If a bidder fails to notify the District prior to the submittal deadline of an error in the bidder's bid, such bid will be submitted at the bidder's own risk, and if a contract is awarded as a result of such bid, the bidder will not be entitled to additional compensation by reason of the error or its later correction.

94. **ADDENDA**

Any interpretations, changes, additions, or deletions to this solicitation shall be made only by addendum duly issued. Addendum(s) will be by written notice and posted on the SFUSD>Purchasing webpage. It is the bidder's responsibility to ascertain, prior to submittal that he/she is in receipt of any or all correspondence to the solicitation. Bidders are

advised to bookmark the webpage location for communications in regards to this IFB.

Web Link:

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

Navigation:

www.SFUSD.edu > Partnering with SFUSD > Current Invitation for Bids > Moving & Storage Services > Response to Questions

95. **INTENT TO AWARD**

The Intent to Award notice will be by written and also posted on the SFUSD>Purchasing webpage.

Web Link:

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

Navigation:

www.SFUSD.edu > Partnering with SFUSD > Current Invitation for Bids > Moving & Storage Services > Response to Questions

96. **REQUIRED DOCUMENTS / PRE-AWARD**

The bidder must include the following documents, fully executed, with their bid response.

- Purchase Agreement Proposal (Page-3)
- Bid Sheet (Attachment-A)
- Informational Price Sheet (Attachment-B)
- Bidders References (Attachment-C)
- Contractor Disclosure Form (Attachment-D)
- Form W-9, Taxpayer Identification Number (TIN) and Certification
- Bid Bond (Attachment-E)

97. **REQUIRED DOCUMENTS / POST-AWARD**

The successful Contractor will be required to return the following documents, fully executed, within fifteen (15) business days of the award notification letter.

- Certificate of Insurance and Endorsement (as described in Section-56, Insurance)
- Performance Bond (Attachment-F)
- Executed Contract Agreement (Attachment-G)

98. **PURCHASER CONTACT INFORMATION**

Mr. Richard Nepling, Purchaser

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

Fax: (415) 241-6487

Email: neplingr@sfusd.edu

(Attachment-A)

BID SHEET

*THE BID SHEET IS FOR EVALUATION PURPOSES ONLY AND REFLECTS ESTIMATED USAGE

LINE ITEM	DESCRIPTION	RATE PER HOUR/DAY	x	DAY/HOUR MINIMUM	x	*ESTIMATED ANNUAL STAFF & EQUIPMENT	=	TOTAL
1.)	DRIVER (INCLUDES VAN)	\$ _____	x	4/ HOUR MINIMUM	x	625	=	\$ []
2.)	DRIVER (INCLUDES 45' SEMITRAILER)	\$ _____	x	4/ HOUR MINIMUM	x	250	=	\$ []
3.)	DRIVER (INCLUDES BOBTAIL TRUCK)	\$ _____	x	4/ HOUR MINIMUM	x	350	=	\$ []
4.)	SUPERVISOR	\$ _____	x	4/ HOUR MINIMUM	x	1000	=	\$ []
5.)	MOVER	\$ _____	x	4/ HOUR MINIMUM	x	5000	=	\$ []
6.)	DOLLY (4/WHEEL)	\$ _____	x	1/ DAY MINI-MUM	x	1,040	=	\$ []
7.)	BOOKCART	\$ _____	x	1/ DAY MINI-MUM	x	500	=	\$ []
8.)	COMPUTER / MACHINE CART	\$ _____	x	1/ DAY MINI-MUM	x	750	=	\$ []
				COST PER CARTON	x	*ESTIMATED ANNUAL PURCHASE	=	TOTAL
9.)	OFFICE & INDUSTRIAL CARTON (NO-LID) (1.5CUBIC FEET)			\$ _____	x	7,500	=	\$ []
				PERCENT	x	TOTAL OF ITEMS 1-5		TOTAL
10.)	ENERGY / FUEL SURCHARGE CHARGE (APPLIED TO TOTAL LABOR REVENUE OF INVOICE)			_____ %	x	\$ _____	=	\$ []

TOTAL BID AMOUNT - THIS BID WILL BE EVALUATED ON THE TOTAL AMOUNT EVEN THOUGH THE YEARLY USAGE MAY VARY MORE OR LESS (+/-)

\$

(TOTAL OF ITEMS 1-11)

(Attachment-B)

INFORMATIONAL PRICE SHEET

THE RATE SHEET IS FOR INFORMATION PURPOSES - THE PRICE SHEET WILL BE ENTERED INTO THE CONTRACT

MOVING RATES	HOURLY 8 HRS	OVERTIME 8-12 HRS	PREMIUM 12+ HRS
DRIVER (INCLUDES VAN)		_____	_____
DRIVER (INCLUDES SEMITRAILER 45')		_____	_____
DRIVER (INCLUDES BOBTAIL TRUCK)		_____	_____
SUPERVISOR		_____	_____
MOVER		_____	_____
PROJECT MANAGER		_____	_____
PACKER		_____	_____
CRAFT: MODULAR FURNITURE INSTALLER (CARPENTER) RATE		_____	_____

EQUIPMENT RENTAL RATES	DAILY	WEEKLY	MONTHLY
DOLLY (4/WHEEL)		_____	_____
BOOK CART		_____	_____
COMPUTER / MACHINE CART		_____	_____
SPEEDPACK		_____	_____
PANEL CART		_____	_____

MISC RENTAL RATES - ON-SITE	WEEKLY	MONTHLY	DELIVERY AND PICK-UP FEE
45' STORAGE TRAILER	_____	_____	_____
54' STORAGE TRAILER	_____	_____	_____
48' RAILGATE TRAILER	_____	_____	_____
20' CONTAINER	_____	_____	_____

40' CONTAINER

MISC RENTAL RATES / OFF-SITE	WEEKLY	MONTHLY	DELIVERY AND PICK-UP FEE
------------------------------	--------	---------	--------------------------

45' STORAGE TRAILER

54' STORAGE TRAILER

48' RAILGATE TRAILER

20' CONTAINER

40' CONTAINER

PACKING MATERIAL RATES	FIRST WEEK	ADDITIONAL WEEK
------------------------	------------	-----------------

CRATE RENTAL (PLASTIC)

STORAGE RATES	MONTHLY
---------------	---------

SECURE VAULT STORAGE

RACK PRICE PER CUBIC FOOT

PALLET STORAGE

PALLET TWO HIGH

PALLET TWO WIDE/ TWO HIGH

BAY SECTION (4'x10'x5')

BAY SECTION TWO HIGH

WAREHOUSE HANDLING	HOUR 8 HRS	OT HOUR 8-12 HRS
--------------------	---------------	---------------------

LABOR

FORKLIFT

DUMPSTER RENTAL	DAILY	MONTHLY	DELIVERY AND PICK-UP FEE
1/4 DUMPSTER (5/CUBIC YARDS)	_____	_____	_____
1/2 DUMPSTER (10/CUBIC YARDS)	_____	_____	_____
3/4 DUMPSTER (15/CUBIC YARDS)	_____	_____	_____
FULL DUMPSTER (20/CUBIC YARDS)	_____	_____	_____

(Attachment-C)

BIDDER REFERENCE FORM

Company: _____
Contact Person: _____
Email Address: _____
City: _____ State : _____
Phone No.: _____
Fax No.: _____
 Please Indicate if this reference satisfies the requirement in Section 1.2.7.1, minimum of three (3) required.

Company: _____
Contact Person: _____
Email Address: _____
City: _____ State : _____
Phone No.: _____
Fax No.: _____
 Please Indicate if this reference satisfies the requirement in Section 1.2.7.1, minimum of three (3) required.

Company: _____
Contact Person: _____
Email Address: _____
City: _____ State : _____
Phone No.: _____
Fax No.: _____
 Please Indicate if this reference satisfies the requirement in Section 1.2.7.1, minimum of three (3) required.

Company: _____
Contact Person: _____
Email Address: _____
City: _____ State : _____
Phone No.: _____
Fax No.: _____
 Please Indicate if this reference satisfies the requirement in Section 1.2.7.1, minimum of three (3) required.

Company: _____
Contact Person: _____
Email Address: _____
City: _____ State : _____
Phone No.: _____
Fax No.: _____
 Please Indicate if this reference satisfies the requirement in Section 1.2.7.1, minimum of three (3) required.

Company: _____
Contact Person: _____
Email Address: _____
City: _____ State : _____
Phone No.: _____
Fax No.: _____
 Please Indicate if this reference satisfies the requirement in Section 1.2.7.1, minimum of three (3) required.

(Attachment-D)

Contractor's Disclosure Form Regarding SFUSD Officials

To be completed by Contractor:

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

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.)

<u>NAME</u> 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):	<u>JOB TITLE(S) AT SFUSD</u> 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):	<u>DATE</u> on which individual left SFUSD employment/Board. Or, if the individual is currently an SFUSD employee/Board member, write "current."	If individual is a current SFUSD employee/Board member, <u>how is he/she to be paid?</u> (I.e., through SFUSD Human Resources, or Contractor plans to pay directly, etc.)

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 of Signatory

<p><u>For SFUSD Office Use Only:</u> Received by: _____ (SFUSD staff initials) Date received: _____</p>

(Attachment-E)

**San Francisco Unified School District
Criminal Background Check/Tuberculosis Clearance Written Certification Form**

To be completed by Contractor/Provider:

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

*Provided for 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.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <u>ONLY HAVE LIMITED OR NO CONTACT</u> with District students (as defined by District) in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with District students in the performance of this Agreement.
2.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed here/attached</u> , will have <u>MORE THAN LIMITED CONTACT</u> 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 individuals has 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 individuals.
TUBERCULOSIS CLEARANCE		
3.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <u>ONLY HAVE LIMITED OR NO CONTACT</u> with District students (as defined by District).
4.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed here/attached</u> , will have <u>MORE THAN LIMITED OR PROLONGED CONTACT</u> 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."*

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

(Attachment-F)

BID BOND FORM

Know All Men by These Presents That We _____

_____ as Principal, and

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

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

THE CONDITION of this obligation is such that,

WHEREAS, the Principal has submitted a Bid for _____

at _____ for which

bids are to be opened on _____

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

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

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

IN WITNESS WHEREOF, we have signed and sealed this instrument on this _____ day of _____, 2010.

(Principal)

(Seal)

(Witness)

(Title)

Surety)

(Seal)

(Witness)

(Title)

SIGNATURE EXECUTED IN BEHALF OF SURETY MUST HAVE PROPER ACKNOWLEDGEMENT.

(Attachment-G)

PERFORMANCE BOND FORM

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

(Attachment-H)

(SAMPLE CONTRACT FORM)

CONTRACT AGREEMENT BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND

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

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

1. SERVICES CONTRACTOR AGREES TO PERFORM

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

2. INFRINGEMENTS – INDEMNIFICATION

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

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

3. COMPENSATION

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

4. TERM OF AGREEMENT

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

5. INSURANCE

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

- H. Comprehensive General Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
- I. Comprehensive or Business Automobile Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
- J. Workman's Compensation with Employers Liability limits of not less than \$1,000,000 each accident.

- K. If any policies are written on claims made from, the contractor agrees to maintain such insurance continuously in force for three years following the completion of this contract.
- L. Certificate of Insurance, satisfactory to the District, evidencing all coverages above shall furnished to the District before commencing any operations under this contract, with complete copies of policies upon District request.
- M. Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.
- 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.

6. TERMINATION

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

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

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

7. CONTRACTOR'S DEFAULT

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

8. ENTIRE CONTRACT

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

9. ASSIGNMENT

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties or obligations without the prior written consent of the District.

Any assignment of the Contract by the Contractor with the approval of the District shall be subject to the terms and conditions hereof and to the rights of the District contained in the Contract. No transfer or assignment of the Contract by the Contractor shall release it from its obligations hereunder.

10. INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES

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

11. INCIDENTAL AND CONSEQUENTIAL DAMAGES

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

12. BUDGET AND FISCAL PROVISIONS

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

13. CONFLICT OF INTEREST

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

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

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

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

14. PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT

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

15. MODIFICATION OF AGREEMENT

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

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

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

No order for any alteration, modification, or extra which will increase or decrease the cost of the services shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Purchaser and certified by the District's Chief Financial Officer pursuant to Section- 45. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract.

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

16. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

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

17. AGREEMENT MADE IN CALIFORNIA: VENUE

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

18. LAWS AND REGULATIONS

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

19. SUBCONTRACTING

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

20. NON-DISCRIMINATION

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

21. BANKRUPTCY

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

(SAMPLE FORM)