



**SFUSD** SAN FRANCISCO  
PUBLIC SCHOOLS

**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 ~ Cover Sheet**

**Paint and Painting Supplies**  
**Invitation For Bid No. 518**

---

**MAIL OR DELIVER BIDS TO**

San Francisco Unified School District  
Purchasing Department  
Bid No. 518  
135 Van Ness Avenue, Room 123  
San Francisco, CA 94102

**BID DUE DATE AND TIME:**

**July 23, 2013 AT 2:00 P.M.**

- Competitive bids for the specified material and/or service must be received by the San Francisco Unified School District's Purchasing Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, bidders are required to respond according to the instructions contained in this Invitation for Bid. Bidders will respond utilizing the format, forms and other criteria indicated in this Bid Invitation.
- Bidder responses that do not comply with the format, forms and other criteria indicated, may be rejected. The District reserves the right to 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 be rejected.
- To preserve the integrity of this IFB, bidders are requested **not** to contact any individual within the District other than the District's Purchaser as indicated in Section 9 under the Special Terms and Conditions.

<b>Table of Contents</b>	<b>Page</b>
* Cover Sheet .....	1
Table of Contents .....	2
Timeline .....	2
* Contract Proposal .....	3
General Terms & Conditions (Bid and Contract), Instructions, Information for Bidders .....	4
Special Terms & Conditions (Bid and Contract) .....	13
Bid Form .....	16
Bid Sheets .....	17
Contractor's Disclosure Form Regarding SFUSD Officials .....	20

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

<b>Timeline</b>	<b>Date</b>
Bid Issue .....	6/27/2013
Bid Mailed.....	6/27/2013
Bid Advertisement #1 .....	7/02/2013
Bid Advertisement #2 .....	7/09/2013
Question & Answer Period Deadline .....	7/12/2013
Bid Due and Opening .....	7/23/2013
Intent to Award Notice .....	TBA
Board of Education Meeting .....	TBA
Contract Award, if made (Approximately) .....	TBA



**SFUSD** SAN FRANCISCO PUBLIC SCHOOLS

**PURCHASE AGREEMENT PROPOSAL (Indefinite Quantity)**

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

**BIDS WILL BE OPENED AT 2:00 PM, JULY 23, 2013**

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

**BID NO: 518**

**DATE: JUNE 27, 2013**

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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



**SFUSD** SAN FRANCISCO  
PUBLIC SCHOOLS

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

---

## **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 (10) days advanced notice of any price increase. Unless otherwise provided herein, if a price change occurs which is not reflected in a revised price list with discounts remaining firm, a different pricing method may be established by mutual agreement which will accomplish substantially the same result, or if agreement cannot be reached, the Purchase Agreement may be terminated by either party.

### **ITEM, AGGREGATE BIDS**

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

### **OPENING OF BIDS**

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

### **FIRM PRICES**

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

### **AWARDS**

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

### **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 September 1, 2013 award date, for one full year. This contract may be renewed annually for one (1) year for up to Two (2) 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 whatsoever 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.

## **PAINT AND PAINTING SUPPLIES**

**September 1, 2013 – August 30, 2014**

**BID NO. 518**

### **SCOPE: TO PROVIDE PAINT AND PAINTING SUPPLIES TO SFUSD BUILDINGS AND GROUNDS PAINT DEPARTMENT**

**1. YEARLY AMOUNT:** Approximately \$61,000. Actual amount will vary.

**2. ITEMS TO BE FURNISHED:**

- A. Exterior Paint
- B. Interior Paint
- C. Varnish Finishes
- D. Primers
- E. Solvents
- F. Removers
- G. Sundries

**3. AWARDS:**

In determining the award, the district will take into account the following:

- A. Discounted Price
- B. Quality of bidder's paint. Please provide prices for each item as per the attached sheets.  
(See Minimum Requirements Attached)
- C. Bidder must maintain adequate inventory to ensure prompt deliveries to each location as needed.
- D. Bidder must have adequate parking facilities.
- E. Bidder must be able to ensure prompt service.

**4. SAMPLES:**

Samples may be required for evaluation prior to awarding this contract. Qualities to be considered will include, but are not limited to, leveling, odor, ease of application, wet edge, sag, workability, drying time, chemical makeup, and hide.

**5. DELIVERY:**

All pricing is to include delivery to various San Francisco locations with no charge for the deliveries. Painters may also be required to pick up supplies on an as needed basis at Vendor's place of business. All deliveries are to be FOB destination.

## **6. INVOICES:**

Invoices will be verified against the bid received. Invoices must include part number, description, and shall be mailed to:

San Francisco Unified School District  
Buildings & Grounds Department  
Paint Shop c/o Arthur Galvan  
834 Toland Street  
San Francisco, California 94124

## **7. TERM OF AGREEMENT:**

The term of the contract shall be for convenience from September 1, 2013 – August 30, 2014. This contract may be extended for a period or periods of up to 2 additional years by mutual agreement.

## **8. 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:

- 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. Workman's Compensation with Employers Liability limits of not less than \$1,000,000 each accident.
- c. If any policies are written on claims made from this contract, the contractor agrees to maintain such insurance continuously in force for three years following the completion of this contract.
- d. The Public 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.

## **9. INQUIRIES:**

Inquiries must be received in writing by July 12<sup>th</sup>, 2013. Inquiries received after the date and time stated above will not be accepted. When communicating, always refer to the applicable Bid number.

# SFUSD

San Francisco Unified School District

*Purchasing Department*  
135 Van Ness Avenue  
San Francisco, CA 94102  
Telephone No. (415) 241-6468  
Fax No. (415) 241-6487

---

A. Inquiries/questions in reference to the Bid Conditions are to be directed to:

Evan Magante, Purchaser  
Purchasing Department  
San Francisco Unified School District  
135 Van Ness Avenue, Room 123  
San Francisco, CA. 94102  
FAX: 415-241-6487  
PHONE: 415 241-6468  
E-MAIL: [MaganteE@sfusd.edu](mailto:MaganteE@sfusd.edu)

**BID FORM**

Please review all bid documents carefully; the District will not be responsible for any error or omissions on the part of the Contractor in submitting a bid.

In signing below, the undersigned bidder hereby proposes and agrees to furnish and deliver the products and/or services in the accordance with the terms and conditions of the invitation for bids and at the pricing quoted on the Bid Sheet(s).

**To Be Completed by Bidder:**

By signing below, I attest that I am an authorized representative/agent, and that I am authorized by my signature to bind this company contractually.

All bids must show the bidder company name and must be signed by a responsible officer or employee fully authorized to bind the company to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

**Signature (Must be Hand-Written):**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Name (Please Print):**

\_\_\_\_\_

**Title (Please Print):**

\_\_\_\_\_

**Company Name:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**City, State, Zip Code:**

\_\_\_\_\_

**Telephone Number:**

\_\_\_\_\_

**Fax Number:**

\_\_\_\_\_

**Email Address:**

\_\_\_\_\_



**BID SHEET**  
**PAINT AND PAINT SUPPLIES BID NO. 518**  
**Paint products comparable to Glidden's Interior "Diamond 350" & Exterior "Fortis 450"**

INTERIOR FINISHES - 100% ACRYLIC LATEX	Brand	white tint base		medium base		deep base	
		price / 1 gal	price / 5 gal.	price / 1 gal	price / 5 gal.	price / 1 gal	price / 5 gal.
1. Interior Flat Acrylic Latex "Diamond 350"							
2. Interior Eggshell Acrylic Latex "Diamond 350"							
3. Interior Semi-Gloss Acrylic Latex "Diamond 350"							
4. Interior Gloss Acrylic Latex "Diamond 350"							
5. "DTM" or "Devflex" Direct to Metal							

INTERIOR FINISHES - ALKYD OIL	Brand	price / 1 gal	price / 5 gal.	price / 1 gal	price / 5 gal.	price / 1 gal	price / 5 gal.
1. Interior Semi-Gloss Alkyd							
2. Interior Gloss Alkyd							

EXTERIOR FINISHES 100% ACRYLIC LATEX	Brand	price / 1 gal	price / 5 gal.	price / 1 gal	price / 5 gal.	price / 1 gal	price / 5 gal.
1. Interior Flat Acrylic Latex "Fortis 450"							
2. Interior Lowsheen Acrylic Latex "Fortis 450"							
3. Interior Semi-Gloss Acrylic Latex "Fortis 450"							
4. Interior Gloss Acrylic Latex "Fortis 450"							

EXTERIOR FINISHES - ALKYD OIL	Brand	price / 1 gal	price / 5 gal.	price / 1 gal	price / 5 gal.	price / 1 gal	price / 5 gal.
1. Interior Semi-Gloss Alkyd							
2. Interior Gloss Alkyd							

**FLOOR & PORCH FINISHES**

Price For Colors Gray, Tile Red, Brown	Brand	price / 1 gal	price / 5 gal.
1. "Quik Tred" Floor Paint ( smooth )			
2. "Quik Tred" Floor Paint ( Anti-Slip )			

LACQUER FINSHES "MACLAC"	Brand	price / 1 gal	price / 5 gal.
1. "MacLac" Semi-Gloss Lacquer			
2. "MacLac" Gloss Lacquer			
3. "MacLac" Flat Lacquer			
4. "MacLac" Lacquer Sanding Sealer			

VARNISHES FINISHES ( Oil Base )	Brand	price / 1 Quart	price / 1 gal.
1. Gloss Varnish in " Zar, Cabot & Benwood "			
2. Semi-Gloss Varnish in " Zar, Cabot & Benwood "			
3. Satin Varnish in " Zar, Cabot & Benwood "			
4. Sanding Sealer in " Zar, Cabot & Benwood "			

VARNISHES FINISHES ( Waterbourn Base )	Brand	price / 1 Quart	price / 1 gal.
1. Gloss Varnish in " Zar, Cabot & Benwood "			
2. Semi-Gloss Varnish in " Zar, Cabot & Benwood "			
3. Satin Varnish in " Zar, Cabot & Benwood "			
4. Sanding Sealer In " Zar, Cabot & Benwood "			

PRIMERS	Brand	price / 1 gal	price / 5 gal.
1. Acrylic Multipimer "Gripper" or Equal			
2. Break Through			
3. Enamel Undercoater (interior) Alkyd			
4. Alkyd Primer (exterior)			
5. "Zinsser" Shellac (bulls Eye Clear)			
6. "Zinsser" Ben Primer (pigmented shellac)			
7. Metal Primer			
8. Galvanize Primer			

INTERIOR STAINS - OIL	Brand	price / 1 Quart	price / 1 gal.
1. Transparents Stains In "Zar, Cabot & Benwood "			
2. Solid Stains in "Zar, Cabot & Benwood "			

SOLVENTS	Brand	Price	Unit/qty	Discount	Total
1. "Klean-Stip" Alcohol - 1 Gallon					
2. "Klean-Stip" Thinner - 1 Gallon					
3. "MACIAC" T-88 Lacquer Thinner - 1Gallon					
4. "Jasco" Paint Remover - 1 Quart					
5. "Jasco" Paint Remover - 1 Gallon					

AEROSOL FINISHES ( Aerove or rust-oleum )	Brand	Price	Unit/qty	Discount	Total
1. Aerosol Gloss in "Aerove or rust-oleum"					
2. Aerosol Flat in "Aerove or rust-oleum"					
3. Aerosol Traffic in "Aerove"					
4. Aerosol Primer in "Aerove or rust-oleum"					
5. "Zinsser" Aerosol Bens Primer					

BRUSHES	2", 2.5", 3", 3.5, 4", 4.5	Brand	Price	Unit/qty	Discount	Total
Brushes in "Purdy"						
Brushes in "Corona"						

ALL SUNDRIES	Brand	Price	Unit/qty	Discount	Total
"3M" Particulate Respirator					
"3M" Sandpaper ( all grids )					
"3M" Scotch "3M" Hand Masker Film- 45", 72", 99					
"3M" Scotch Blue Tape in 2", 1.5", 1'					
"3M" Scotch White Tape in 2", 1.5", 1'					
"West Pac" All Purpose ( Joint & Topping )					
"Crawford's" Spackling Paste					
"Dap" Latex Caulk					
Drop Cloths ( Runners 4x16, 9x12, 12x15 )					
"Wooster" Extensions Poles all sizes					
"SheetRock" Joint Compound - 20, 45 & 90min					
"Trimaco" Painter Strainer Bags Elastic 5 & 2gal					
"Huskys" Painters Plastic ( 12 x 400 )					
"Rapid Set" ( one pass )					
Roller Frames ( 9", 7" ) Top Brand					
Roller Sleeves ( 1/2", 3/4", 1" ) Top Brand					
"Sense Touch" Latex Gloves ( S, M, L, EXL )					
White Chip Brushes ( 2", 2.5", 3", 3.5, 4" )					
All Other Sundries					

