



SFUSD SAN FRANCISCO
PUBLIC SCHOOLS

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

T 415.241.6468
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WWW.SFUSD.EDU

INVITATION FOR BID ~ Cover Sheet

SECURITY SERVICES

IFB No. SGS-072013

MAIL OR DELIVER BIDS TO

San Francisco Unified School District
Purchasing Department
IFB No. SGS-072013
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

BID DUE DATE AND TIME:

MAY 30, 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 ("IFB"). Bidders will respond utilizing the format, forms and other criteria indicated in this IFB.
- 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 71 ("Inquiries; Addenda; Clarification") herein.

MANDATORY PRE-BID CONFERENCE

MAY 16, 2013, 10:00 A.M. Room 113
135 VAN NESS AVENUE, SAN FRANCISCO, 94102

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

Timeline	Date
Bid Issue.....	4/25/2013
Bid Mailed.....	4/25/2013
Bid Advertisement #1	4/25/2013
Bid Advertisement #2	5/02/2013
Question & Answer Period Deadline	5/09/2013
Mandatory Bidders' Conference	5/16/2013
Bid Due and Opening	5/30/2013
Intent to Award Notice	TBA
Board of Education Meeting	TBA
Contract Award, if made (Approximately)	TBA

INTRODUCTION

The San Francisco Unified School District (“District”) seeks bids for security services from California State-Licensed security guard and mobile patrol companies to provide security services to the District including without limitation security guards at specified District buildings, mobile patrols, fire watch patrols when required, and intrusion monitoring and dispatch services, as detailed in this IFB/Contract. To carry out such requirements, if an award is made, the Contractor shall assign trained, uniformed, unarmed security guards to provide a visual presence to act as a deterrent to crime and to observe and report criminal activity, as detailed in this IFB/Contract.

CONTRACT PROPOSAL (Indefinite Quantity)

BIDDER SHALL SUBMIT ONE (1) SIGNED ORIGINAL COPY OF THIS CONTRACT PROPOSAL PAGE WITH ITS BID RESPONSE, AND ALL OTHER REQUIRED DOCUMENTS.

BIDS WILL BE OPENED AT 2:00 P.M., MAY 30, 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**

IFB No.: SGS-072013

DATE: APRIL 25, 2013

Deliver bid, properly executed, to Purchaser prior to bid opening time in a sealed envelope. Write the IFB/Contract Number on the outside of the envelope. Include one completed and signed copy of this Contract Proposal Page, and all other documents as required in this IFB/Contract. Retain a bidder's duplicate copy for bidder's file.

DO NOT INCLUDE SALES OR EXCISE TAXES IN BID PRICES. (See Section 26 "Taxes; Payment of Taxes.")

Upon award of the IFB/Contract by the District, if an award is made, the undersigned hereby agrees to provide to District all products and/or services in accordance with the bid and contract general and special terms and conditions and at the prices provided in the undersigned's bid response, which together with the executed Contract, constitute the Contract between the District and the undersigned, when authorized by the Board of Education and funds are certified by the District's Chief Financial Officer.

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 Contract with full authority so to do. (One or more partners sign)

IF CORPORATION, execute here:

The undersigned certify that they sign this Contract with full and proper authorization so to do.

Corporate Name _____

Signed _____ Title _____

Signed _____ Title _____

Incorporated under the laws of the State of _____

GENERAL TERMS AND CONDITIONS (BID AND CONTRACT)**1. DEFINITIONS**

- A. "District" and "SFUSD" each mean the San Francisco Unified School District.
- B. "Contractor" and "Vendor" each mean the bidder to whom award is made, if an award is made.
- C. "Invitation for Bid" and "bid" and "IFB" shall refer to this Invitation for Bid.
- D. "Purchaser" means a representative of the District's Purchasing Department.
- E. "Parties" means the District and Contractor together, and "Party" means either the District or the Contractor in the singular and depending upon the context in which the term is used.
- F. "Contract," "Agreement" and "Purchase Agreement" shall each mean this Agreement entered into between the District and the Contractor, if an award is made.

2. BID FORM; BID SHEET(S)

- A. The Purchaser shall furnish, attached, a blank Bid Form (Attachment A "Bid Form") and blank Bid Sheet(s) (Attachment B "Bid Sheet" or "Bid Sheets"). Bids must be submitted on the Bid Form and Bid Sheet(s) provided, and these forms must be completed in ink, clearly written or typed, and without interlineations, alterations, or erasures. Mistakes may be crossed out and corrections made adjacent, corrections must be initialed in ink by the person signing the bid and must be clearly legible. All pricing and information on these forms must be filled in completely. The Bid Form and Bid Sheet(s) must be properly executed and delivered prior to the time set for bid opening to receive consideration for an award. To receive consideration, a bid shall be unqualified and unconditional.
- B. Bids submitted on other than the prescribed forms contained in this bid will be rejected. Bidders may copy the forms contained in this bid for use in their bid submission, but substituted forms or formats will not be accepted.
- C. The quantities listed on the Bid Sheet(s) (Attachment B) are for bid purposes only. The actual quantities to be purchased under the Contract will be dictated by the actual needs of the District. The bidders shall provide all price(s) required on the Bid Sheet(s) in the space(s) provided.
- D. A bidder that does not complete and submit these forms as indicated may be deemed non-responsive and their bid may be rejected.

3. DEFINITION OF PRICE

- A. All prices/price quotations under this IFB/Contract shall be firm and unchangeable, also referred to as fixed ("fixed price(s)"), during the term of this Contract including any extensions hereto, except as otherwise expressly provided for in this IFB/Contract. Contractor pricing shall be inclusive of any costs, anticipated or unanticipated, to Contractor for the maintenance, repair, replacement, addition, upgrade, substitution, or other changes to Contractor's vehicles, equipment, fuel, supplies or other materials and/or personnel that are required in the performance of this IFB/Contract any extension hereto, except as otherwise expressly provided for in this IFB/Contract.
- B. Each bidder shall provide in its bid response its fixed price(s) to District for the products/services sought under this IFB, to be filled in on the bid form and/or bid sheets, as applicable, per Section 2 ("Bid Form; Bid Sheet(s)").

4. INDEFINITE QUANTITY BID/CONTRACT

- A. This is a term, indefinite quantity bid/contract. Any estimated quantities are approximate only. Provision of the products/services hereunder shall be required as ordered by the District and at the times

required herein during the term of this Contract, if awarded. The District does not guarantee a minimum of orders nor shall the District be required to limit its orders. Bidder shall not specify minimum or maximum order quantities. Contractor shall allow unlimited orders within the term of the Contract, and any options to extend as detailed herein, at the prices resulting from award of a Contract, if awarded, as the interests of the District may dictate, except as otherwise expressly provided for in this IFB/Contract.

- B. District reserves the right to make purchases of products/services from other than the Contractor when District determines that such products/services are immediately needed or that it is not practical to purchase against the Contract, in the sole discretion of the District.

5. **DISCREPANCIES BETWEEN UNIT PRICE AND EXTENSION**

The fixed price(s) listed by a bidder on the bid form/sheets will prevail. If there is a discrepancy in the bid form/sheets that is not equal to the quantity times the fixed price(s), the District will correct the calculation mistake by inserting the correct extension of the quantity times the fixed price(s) and arrive at a new extension and a new total, which will be the basis of the award, if awarded.

6. **BID OPENING**

- A. The Purchaser will open bids at the hour and place stated in the advertisement in the presence of all bidders who attend.
- B. Bidders may inspect the bids after tabulation, unless otherwise provided for in this IFB, by law or court order, or unless the IFB has been cancelled.

7. **REJECTION OF BIDS**

The District reserves the right to reject any and all bids, and to waive any irregularities or informalities in any bid or in the bidding.

8. **CONTRACT AGREEMENT; EXECUTION OF THE CONTRACT AGREEMENT**

If the bid is awarded, the winning bidder shall execute the Contract form with the terms and conditions as provided in this IFB/Contract. If there is any conflict of terms between the general and special terms and conditions of this IFB/Contract, and any terms and conditions in any other document incorporated and/or attached hereto, including without limitation any document submitted with Contractor's bid response, then the general and special terms and conditions of this IFB/Contract shall control. Original copies of this Contract shall be executed by the respective party's authorized signatory(ies). This Contract may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been fully signed by each of the parties and delivered to the other.

9. **BID SECURITY**

- A. Each bidder shall submit with its bid response a bid security equivalent to ten percent (10%) of the "Total Per Year Cost" listed on the bidder's Bid Sheet (Attachment B) as required in this IFB/Contract, in the form of (1) cash, (2) a cashier's or certified check payable to the San Francisco Unified School District, or (3) an original bid bond. If, from among the foregoing choices, a bidder elects to submit a bid bond, such bid bond shall be on the form provided by the District in Attachment E ("Bid Bond Form") of this IFB, and such bid bond shall be executed by a surety company that has obtained a Certificate of Authority (Admitted) from the California Department of Insurance.
- B. Any condition or limitation placed upon a bidder's bid security, any failure to use the bid bond form as herein required, any alteration to such form, or any imperfection in the execution of a bid bond, may result in the rejection as non-responsive of the bid response with which such bid security or bid bond is submitted.

- C. The bid security required in this Section shall serve to guarantee that a bidder, if awarded the Contract, shall execute and deliver all contract, bond, insurance and other requirements hereunder. Failure of the successful bidder to execute and deliver all contract, bond, insurance and other requirements hereunder within a ten (10) day period after the award of the Contract, if an award is made, may, at the sole discretion of the District, constitute a default, and the bidder's check or bid bond may be forfeited. Upon such default, the District at its sole option may disqualify the bid, award the Contract to the next lowest bidder, waive the time limit, reject all bids, and/or re-advertise for bids. The proceeds from such defaulting bidder's check or bid bond shall be applied as damages to the District caused by the default including without limitation any resulting necessity on the part of the District to accept a higher-priced or otherwise less-desirable bid response. The amount of the check or bid bond shall not constitute a limitation on the right of the District to recover the full amount of such damages, nor shall it limit the District's exercise of any other legal right or remedy available to the District.
- D. If an award is made, each bidder's check or bid bond will be returned within thirty (30) days of approval by the Board of Education and execution and delivery by such bidder of all contract, bond, insurance and other requirements hereunder. If all bids are rejected, or the IFB is otherwise cancelled without an award being made, each bidder's check or bid bond will be returned as soon as practicable after such rejection of all bids or other cancellation of the IFB without an award being made.

10. **WITHDRAWAL OF BID PROPOSAL**

- A. Any bidder may withdraw its Bid Proposal by written request actually received by the District prior to the scheduled closing time for the receipt of Bid Proposals and the District's public opening and reading of Bid Proposals.
- B. A bid may not be withdrawn by the bidder following the time and date designated for the receipt of bids, except in accordance with Section 5103 of the Public Contract Code.
- C. Prior to the time and date designated for receipt of bids, a bid may be modified or withdrawn. Request for modifications must be made in writing and in person and bidder must return the bid in a sealed envelope after modifications are made. Withdrawals of bid shall be in writing, requesting withdrawal of bid.
- D. Withdrawn bids may be resubmitted up to the time and date designated for receipt of bids.

11. **PERFORMANCE BOND**

Within fifteen (15) days after notification of intent to award the Contract, the successful Contractor must provide to the District a performance bond equivalent to twenty percent (20%) of the estimated annual contract value detailed in this IFB/Contract. The performance bond shall be for three (3) years, renewable yearly thereafter. The performance bond shall be on the form provided (Attachment F – Performance Bond).

12. **BONDS**

Bonds are subject to approval of the District's Chief Financial Officer as to sufficiency and qualifications of sureties.

13. **BID SIGNATURES**

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

14. COST OF BID PREPARATION

All costs of preparation of a bid proposal in response to this invitation for bids (“Bid Proposal” or “bid response”) are solely the responsibility of the bidder. The District accepts no liability whatsoever for any bidder’s costs of preparation.

15. EXPERIENCE; REFERENCES

- A. The successful bidder, if an award is made, shall be experienced in satisfactorily providing products/services of comparable volume and type as those sought under this Invitation for Bid. As evidence in support of this, each bidder shall submit references from three (3) organizations to which bidder has provided products/services of comparable volume and type as those sought under this Invitation for Bid, using Attachment C (“References Form”) for this purpose. Bidders shall provide for each reference a contact person who has knowledge of bidder’s provision of such products/services to that organization. A bidder’s failure to submit the required information may result in rejection of the bid.
- B. If bidder has done business with the District within the past ten (10) years, bidder shall also include the District as an additional reference beyond the three already required, and shall use a copy of Attachment C (“References Form”) to submit such District reference.
- C. The District may reject as non-responsible a bidder for which, although it submitted references and information as required in this Section, such references and information indicate that the bidder has provided unsatisfactory products or services to an organization listed on the References Form, to the District, or to another organization that the District may become aware of as a part of the bid evaluation process. The District shall comply with legal requirements regarding an evaluation of bidder responsibility including without limitation providing such bidder with notice, an opportunity to respond regarding its responsibility, and to provide evidence regarding its responsibility.
- D. To be eligible for award of the Contract, if awarded, a bidder must have a satisfactory performance record, and a satisfactory record of integrity and business ethics, as demonstrated by its references as detailed in this Section.

16. BID EVALUATION; AWARD OF CONTRACT

- A. **Waiver of Irregularities or Informalities.** The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
- B. **Award to Lowest Responsive Responsible Bidder.** The award of the Contract, if made by the District through action of its Board of Education, will be to the responsible Bidder submitting the lowest responsive bid proposal requirements listed in this Invitation for Bid. The award, if made, will be made within five (5) days of the approval by the Board of Education. In determining the award, if made, the District will take into consideration, but will not be limited to, the following:
 - 1. Price
 - 2. Fulfillment of all requirements of this Invitation for Bid
 - 3. Satisfactory review of bidder’s qualifications
 - 4. Any other factors deemed pertinent
 - 5. Any prompt payment discount, if applicable, as detailed in Section 17 (“Cash Discounts”) for payments made within thirty (30) days after receipt of invoicing submitted as provided for herein may be considered in the bid award.
- C. **Notice of Intent to Award Contract.** Following the bid opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award this IFB/Contract and the date/time/place of the District’s Board of Education meeting at which award of the IFB/Contract will be considered.

- D. **Alternate Bid Items.** The District may add or deduct from the contract any of the additive or deductive items after the lowest responsible bidder has been determined. The bidder further agrees that, should additional construction funds become available to the District, alternates not selected by the District at the time of award may be incorporated into the contract by change order, based on the bidder's original alternate amount named on the Bid Form within 3 months from the date of the award by the Board of Education.
- E. **Responsive Bid Proposal.** A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents. Bidders who do not respond to all of the requirements/instructions provided in this invitation for bid may be deemed non-responsive and the bid may be rejected. To receive consideration, a bid shall be unqualified and unconditional. The District reserves the right to reject any and all bids. The District reserves the right to waive informalities and minor irregularities in bids received.
- F. **Responsible Bidder.** A responsible Bidder is a Bidder who has the capability in all respects to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria may be considered: (1) the ability, capacity and skill of the Bidder to provide the products/services under the Contract; (2) whether the Bidder can provide the products/services promptly and within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of performance of the Bidder on previous contracts, by way of example only, the following information may be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract terms and conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for provision of products/services within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and/or other contractors on previous contracts; (f) whether the services performed and/or materials furnished on previous contracts was in accordance with the contract requirements; (5) the previous and existing compliance by the Bidder with laws and/or ordinances relating to contracts; (6) the sufficiency of the financial resources and ability of the Bidder to provide the products/services required by the contract; (7) the quality, availability and adaptability of the goods or services to the particular use required; (8) the ability of the Bidder to provide any future maintenance and services for the warranty period of the contract; (9) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (10) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and perform the Contract and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.

17. CASH DISCOUNTS

- A. Cash Discount (discount for prompt payment) may be taken into consideration in determining the low bid under the following conditions:
1. Such discounts, if offered, must be for at least a thirty (30) day period from receipt of products or services in order to be considered in awarding bids. This does not preclude bidders from offering discounts for lesser periods to expedite payments.
 2. 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.
 3. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the District warrant or check.

- B. Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the payment in accordance with the provisions of Subsections A(2) and A(3) of this Section, unless otherwise provided in writing by bidder as a part of its bid.
- C. 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.

18. TERM; EFFECTIVE DATE; AMOUNT OF AGREEMENT

- A. The term of this Agreement shall be as set forth in the approved Board of Education resolution authorizing this Agreement, unless terminated earlier pursuant to Section 34 ("Termination"). In addition, the District shall have options to extend the term of this Agreement under the same terms and conditions herein for a period or periods ending no later than June 30, 2023, with said options to be exercised at the sole discretion of the District. To effectuate any such option or options to extend that the District may exercise, Contractor shall execute with the District a written amendment for this purpose pursuant to Section 41 ("Modification of Agreement").
- B. This Agreement shall be effective upon execution by the duly authorized representatives of the Parties, approval by the Board of Education, and certification by the District's Chief Financial Officer as to the availability of funds pursuant to Section 20 ("Budget and Fiscal Provisions").
- C. If an award is made, the not-to-exceed amount of this Contract shall be as set forth in the approved Board of Education resolution (which shall be attached and incorporated into this Contract by this reference as though fully set forth herein), and shall be based upon Contractor's Bid Sheet pricing in its bid response and the pricing provisions set forth in this IFB/Contract. It shall be the responsibility of the Contractor to ensure that the Board of Education-approved not-to-exceed amount of the Contract is not exceeded. Any products or services provided in excess of said amount shall not be compensated. The District agrees to pay, and the Contractor agrees to accept as full payment for its performance under this Agreement, the prices for the products/services Contractor that provides to the District, as ordered by the District, in accordance with the Contractor's bid price(s) and with the terms and conditions of this IFB/Contract.

19. PRICE ADJUSTMENTS

- A. Notwithstanding the fixed price(s) provisions of in Section 3 ("Definition of Price") of this IFB/Contract, if an award is made, Contractor's price(s) under this Contract may be increased or decreased after the initial term of the Contract, for any option to extend thereafter, in relation to the Consumer Price Index as provided for in this Section. Any requested price increase shall not exceed any increase in the current Consumer Price Index (CPI) for Urban Wages Earners and Clerical Workers in the San Francisco-Oakland-San Jose area, as reported by the U.S. Department of Labor. Notwithstanding the foregoing, in no event shall any increase in price(s) under this Section exceed five percent (5%) the price(s) in the term of the immediately preceding Contract or extension thereof. There is no limit to the percentage that price(s) may be decreased. Any requested price increase or decrease shall be properly documented and requested in writing by Contractor to the District's Purchaser, no less than sixty (60) days prior to the start of the term of the subsequent option to extend this Contract. Contractor will be required to present documentation sufficient to justify any requested price increase.
- B. The above-stated price adjustment provisions of this Section 19 ("Price Adjustments") shall be the only price adjustments permitted under this IFB/Contract. Any increases in the cost of doing business due to Contractor's compliance with a negotiated labor agreement or any federal, state, or local law or other mandate shall be considered internal to Contractor's operations as a company doing business in San Francisco, shall be considered the same as any other cost of doing business, and shall not constitute a basis, apart from the above-stated price adjustment provisions of this Section, for a request by Contractor for an increase in price under this Contract, nor for any claim for reimbursement of any cost related to Contractor's compliance with any such negotiated labor agreement or federal, state, or local law or other mandate.

20. BUDGET AND FISCAL PROVISIONS

- A. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and Board of Education approval and appropriation of funds for this Agreement. Charges will accrue only after written authorization is provided by the District's Board of Education, proper execution of this Agreement by the parties, and certification by the Chief Financial Officer as to the availability of funds.
- B. The amount of the District's obligation hereunder shall not at any time exceed the terms herein stated.
- C. The District has no obligation to renew this Agreement after expiration of its term or the term of any extension hereto. 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.
- D. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
- E. This Section controls against any and all other provisions of this Agreement.

21. PAYMENT FOR PRODUCTS/SERVICES PROVIDED

- A. The District agrees to pay, and the Contractor agrees to accept as full payment for its performance of this Agreement, the Contractor's price(s) for products/services provided to District as detailed in this Agreement, provided however that the District's obligations under this Agreement shall not exceed the not-to-exceed amount of this Agreement approved by the Board of Education pursuant to Section 18 ("Term; Effective Date; Amount of Agreement") and certified by the District's Chief Financial Officer pursuant to Section 20 ("Budget and Fiscal Provisions").
- B. Payment to the Contractor by the District will be made in arrears for products/services provided as ordered by the District pursuant to this Agreement, and after receipt of properly documented invoices, submitted by Contractor on an invoicing form acceptable to the District pursuant to the Invoicing section of this IFB/Contract.

22. CHANGE ORDERS

- A. The District may order a change, addition, alteration, modification, or extra in the products or services herein required (hereinafter "Change"), and may order extra materials and extra work in connection with the performance of the Contract, and the Contractor must comply with such Change orders, except that if any such Change order is of such a nature as to exceed the not-to-exceed amount of the Agreement pursuant to Section 18 ("Term; Effective Date; Amount of Agreement"), Contractor shall not implement such Change unless pursuant to a written instrument executed, approved, and certified as provided for in Section 41 ("Modification of Agreement").
- B. It shall be the responsibility of the Contractor to ensure that the not-to-exceed amount of the Agreement, pursuant to Section 18 ("Term; Effective Date; Amount of Agreement"), is not exceeded. Any products or services provided in excess of said amount shall not be compensated unless pursuant to a written instrument executed, approved, and certified as provided for in Section 41 ("Modification of Agreement").

23. PERFORMANCE LOGISTICS

- A. **Shortages.** In the event Contractor has a product, staffing, or other shortage that may affect its performance of the Contract, Contractor shall notify the District representative as soon as possible but no later than seventy two (72) hours prior to the scheduled day of the provision of the product/service under the Contract, and shall offer District a substitute product, staffing, or other equivalent substitution as applicable, for the District's approval.
- B. **District Holidays.** Provision of products/services under the Contract during District holidays and vacations may be at reduced or increased levels. Prior to any such reduction or increase, the District

representative will notify the Contractor. Return to normal levels of products/services will also be preceded by notification from the District representative.

- C. **Force Majeure; Labor Dispute.** Contractor shall not be liable to District under this IFB/Contract as a result of any delay, failure or interruption in services directly caused by an act of God or public enemy, acts of civil or military authorities, or catastrophes such as an earthquake, pandemic, or national emergency, that is beyond the control of Contractor which renders impossible the performance of contractual obligations, either totally or in part (a "Force Majeure Event"), excluding in all cases claims of financial hardship, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement, provided that Contractor provides District with notice of such Force Majeure Event as soon as reasonably possible, provides detailed documentation of such Force Majeure Event as soon as reasonably possible, and works diligently to restore services to District as soon as reasonably possible. In no event shall any strike or labor dispute at a District or Contractor site, and/or by District or Contractor personnel, constitute a Force Majeure Event under this IFB/Contract.
- D. **Emergency Contingency Plan.** Contractor shall maintain in its offices an Emergency Contingency Plan to ensure continuity of performance under this Contract. Such plan shall be designed to ensure that performance under this Contract will not be delayed, fail to be provided, or be interrupted as a result of events including but not limited to a Force Majeure Event, other major disaster, fire, power outages, or other emergencies. If requested, Contractor shall submit a copy of its Emergency Contingency Plan to the District for review.

24. **PRODUCT SAMPLES**

If a product shall be furnished pursuant to this IFB/Contract, then prior to the award of the bid, and/or during the term of the Contract, if awarded, bidders/Contractor shall grant District's requests for samples, free of charge, of any product to be purchased pursuant to this IFB/Contract, in order to allow District to assess and accept or reject such product as compliant with the terms of this IFB/Contract. Submitted sample(s) shall be wholly consistent with what bidder/Contractor proposes to furnish under the IFB/Contract. The District will determine the sufficiency of the sample(s). Submitted sample(s) shall be plainly marked in a durable manner with the name of the bidder/Contractor, the IFB/Contract number, and the product number, as applicable.

25. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK**

No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Contractor without delay at no additional cost to the District. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

26. **TAXES; PAYMENT OF TAXES**

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. Payment of any taxes, including California Sales and Use Taxes, levied upon this Contract, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor and at no additional cost to the District.

27. **SUBCONTRACTING**

Contractor is prohibited from subcontracting this Contract, or any portion of this Contract, without the prior written consent of the District. 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 any action taken shall be void.

28. ASSIGNMENT

It is understood and agreed that the services to be performed by the Contractor are personal in character and neither this Agreement, nor any duties or obligations hereunder, shall be assigned or delegated by the Contractor without the prior written consent of the District.

29. CONSULTATION SERVICES; OWNERSHIP OF RESULTS

- A. The Contractor agrees to act as a consultant to the District on matters concerning routine organization and operations related to this Agreement at no additional cost to the District.
- B. Any interest of the Contractor in reports, studies, memoranda, computation sheets or other documents prepared by the Contractor in connection with the products/services to be provided under this Agreement shall become the property of and will be transmitted to the District. However, the Contractor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent Contractor's use does not violate Section 39 of this Agreement ("Proprietary and Confidential Information of the District").

30. INSURANCE

- A. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, prior to award, Contractor shall procure and maintain during the full term of this Agreement, at the Contractor's expense, insurance acceptable to the District and as follows:
 - 1. Commercial General Liability Insurance with limits not less than **\$10,000,000 (ten million dollars)** each occurrence Combined Single Limit for Bodily Injury and Property Damage Commercial Automobile Liability Insurance with limits not less than **\$2,000,000 (two million dollars)** each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable
 - 2. Workers' Compensation Insurance, with Employer's Liability limits not less than **\$1,000,000 (one million dollars)** each accident.
 - 3. Errors and Omissions (E&O) insurance with limits not less than **\$2,000,000 (two million dollars)** each occurrence.
- B. **Commercial General Liability and Business Automobile Liability policies must provide the following:**
 - 1. **Name as Additional Insured "The San Francisco Unified School District, its Board, officers and employees."**
 - 2. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
- C. All policies shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:
 - SFUSD Purchasing Department
 - 135 Van Ness Street, Room 123
 - San Francisco, CA 94102
- D. If any policies are written on a claims-made form, Contractor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- E. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in

such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.

- F. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- G. Before commencing any operations under this Agreement, Contractor must provide the District with the certificates of insurance, an endorsement showing the **additional insured policy**, all with insurers satisfactory to the District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the District's request. Contractor also understands and agrees that the District may withhold payment for products / services performed for any violations of the insurance provisions of this Agreement.
- H. Approval of the insurance by the District shall not relieve or decrease the liability of Contractor hereunder.

31. **FAILURE TO DELIVER**

When Contractor fails to deliver a product/service of the quality, in the manner, or within the time called for in the Contract, the District may purchase such product/service from any source and if a greater price than that named in the Contract is paid for such product/service the excess price will be charged to and collected from the Contractor or sureties on Contractor's bond if bond has been required; or the District may terminate the Contract for default; or the District may return deliveries made and receive a refund as applicable. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

32. **NON-COMPLIANCE**

The District reserves the right to inspect and determine the quality of the products/services provided and reject any products/services that do not comply with the requirements and specifications of the Contract. Contractor shall not be paid for products/services that do not comply with the requirements and specifications of the Contract, for unauthorized changes, or for products/services not provided within the required timeframe. In the event of rejection of products/services by the District, the District shall notify the Contractor in writing as to the products/services rejected and the reasons for rejection. If replacement products/services are required, Contractor shall be responsible for any costs of such replacement. Contractor shall not bill the District for any such rejected products/services, and the District shall not be responsible to pay for any such rejected products/services.

33. **CONTACTOR DEFAULT; REMEDIES**

If the Contractor fails fulfill its obligations under this Contract, whether or not said obligations are specified in this Section, such failure shall constitute an event of default. On or after any event of default, District shall have the right to exercise its legal and equitable remedies, including without limitation, the right to: (a) seek specific performance of all or any part of this Contract, (b) terminate this Contract at no cost to District in accordance with Section 34 ("Termination") herein; or (c) exercise any other legal or equitable remedy. In addition, District shall have the right, but no obligation, to cure (or cause to be cured) on behalf of the Contractor any event of default. Contractor shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between District and Contractor all damages, losses, costs or expenses incurred by District as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract between District and Contractor. Any such offset by District will not constitute a waiver of any other remedies the District may have against Contractor for financial injury or otherwise. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy

available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

34. TERMINATION

- A. In the event of Contractor default pursuant to Section 33 (“Contractor Default; Remedies”) of this Contract, wherein Contractor fails to perform any of its obligations under this Contract, in addition to any other remedies available to the District, the District through the Purchaser, may terminate this Agreement for cause, and all of the Contractor’s rights hereunder ended. Termination for cause shall be effective ten (10) days after Contractor’s receipt of written notice of termination from the District delivered pursuant to Section 59 (“Notice to the Parties”). No new work will be undertaken, and no new deliveries will be made, as of the effective date of termination for cause. In the event of termination for cause, the Contractor shall be paid for those services performed under this Contract to the satisfaction of the District up to the effective date of such termination. However, pursuant to Section 33 (“Contractor Default; Remedies”) herein, District may offset from any such amounts due Contractor any costs to District arising from Contractor’s default and the District may otherwise demand payment from Contractor of such costs, and/or withhold from any payments due to the Contractor an amount up to and including the amount of any such costs to the District.
- B. The District may terminate this Contract in whole or in part for District’s convenience and without cause at any time by giving Contractor thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is deemed received pursuant to Section 59 (“Notice to the Parties”). In event of termination for convenience, Contractor will be paid for those services performed, or deliveries made, pursuant to this Contract and to satisfaction of District up to the specified date of termination. In no event will District be liable for costs incurred by Contractor after the specified date termination. Such nonrecoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, or any other costs which is not reasonable or authorized under this Section. This Section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work, or canceling further deliveries, under the Contract after receipt of the termination notice.

35. INDEMNIFICATION

- A. Contractor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees, consultants and costs of investigation) (collectively “Claim”), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of California Education Code section 45125.1 and/or disclosure of confidential information which might be obtained by Contractor or Contractor’s employees or agents during the performance of this Agreement.
- B. Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any Claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) of Contractor or Contractor’s employees or agents.

36. LIABILITY OF DISTRICT

DISTRICT’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE DISTRICT BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST

PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS AND/OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT.

37. INDEPENDENT CONTRACTOR

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required by District under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with the District, nor be entitled to participate in any plans, arrangements, or distributions by District pertaining to or in connection with any retirement, health, or other benefits that District may offer its employees. Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities related to Contractor's performing services and work, or any employee or agent of Contractor providing same. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or any agent or employee of Contractor. Any terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount of compensation specified in this Agreement. Contractor shall refund any amounts necessary to effect such reduction.

38. CONFLICT OF INTEREST

- A. **Conflict of Interest Standards.** The following is a brief overview of conflict of interest laws and policies. Contractor is responsible to know, and comply with, the full requirements of the law.
1. Under the California Political Reform Act (CPRA), codified in part as Government Code section 1090 and sequential, and section 87100 and sequential: No public official shall make, participate in making, or in any way attempt to use his or her official position, to influence a contract on behalf of the public agency when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.
 2. Government Code section 1090 defines "making" a contract broadly to include actions that are preliminary or preparatory to the selection of a contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations. (Cal. Govt. Code § 1090)
 3. SFUSD Board Policy 3850 provides: "That no Board Member or employee of the San Francisco Unified School District, except persons engaged in the performance of contracts as early retirees or consultants under the approved federally assisted programs, may participate in bidding or have any interest, direct or indirect, in any contract made by or on behalf of the School District within two (2) years after the termination of a Board Member's term in office or the termination of employment with the School District. Except as herein provided, any contract or other transaction entered into for or on behalf of the School District, in violation of the terms herein provided, shall be void and unenforceable against the School District." (SFUSD Board Policy 3850)
 4. State law limits the amount of gifts that may be received by public officials from a single source during a calendar year. In 2012, the gift limit is \$420 per source per calendar year. (See e.g. Cal. Govt. Code 89503; 2 CCR 18940.2. See also www.fppc.ca.gov)
 5. State law prohibits, with limited exceptions, certain former local public officials from appearing before their former public agency for the purpose of influencing a governmental decision for 12 months from the date the former employee left that public agency. (Cal. Govt. Code § 87406.3)

6. State law bars a public agency employee from making governmental decisions regarding an organization which is engaged in employment negotiations with that public agency employee. (Cal. Govt. Code § 87407)
 7. Contractors and their representatives may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If applicable, Contractors/representatives must submit a disclosure filing called a Statement of Economic Interests or "Form 700." (Cal. Govt. Code §§ 81000-91015; SFUSD Board Rules and Procedures 9270, "Conflict of Interest Code")
- B. **Obligations of Contractor.** It is the obligation of the Contractor, as well as any subcontractors, to determine whether or not participation in a contract may constitute a conflict of interest. While the District staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify the District immediately if it finds that a potential conflict may exist.
- C. **Consultation with Counsel.** The District strongly advises any Contractor, and any proposing/ bidding firm, to consult with its legal counsel to determine whether a conflict of interest may exist. It is the responsibility of a Contractor, or a proposing/bidding firm, to make that determination.
- D. **Consequences of a Violation.** Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. The government agency can seek repayment from the Contractor of any amounts already paid, and refer the matter to appropriate authorities for prosecution. Additional consequences may also apply.
- E. **Disclosure Requirement.** Contractor will submit to the District a list of all of Contractor's employees (including owners) who are **also** current SFUSD Board members or employees, or former SFUSD Board members or employees in the last two years. Contractor will submit the attached "Contractor's Disclosure Form Regarding SFUSD Officials" (Attachment I). Contractor will update this form with SFUSD, as needed, during the term of this Agreement. **Exception:** Public agencies that provide contract services to the District are not subject to this disclosure requirement.
- F. **Compliance with Gift Limits.** Contractor will abide by legal gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to District officials, and in order not to place District officials in conflict with any specific gift restrictions: (1) No Contractor or representative thereof shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any District contracting or procurement official at any time. (2) No Contractor or representative thereof shall offer or give, directly or indirectly, any gifts in a calendar year to a District official which exceed the allowable gift limit. (See e.g. Cal. Govt. Code 89503; 2CCR 18940.2. See also www.fppc.ca.gov)
- G. **Employment Negotiations.** Prior to engaging in employment negotiations with a District employee (e.g. a job interview or discussion of a job offer), Contractor shall notify that District employee's supervisor of Contractor's interest in hiring said employee, so that, if applicable, and if practicable, a full separation may be established between the public employee and any governmental decisions regarding that Contractor.
- H. **Contractor Certification.** In signing this Agreement, Contractor certifies that it will comply with conflict of interest laws and regulations, and SFUSD Board Policies. Contractor acknowledges that it is familiar with these provisions; certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.
- I. **File Statement of Economic Interests ("Form 700") as Applicable.** Contractors and their representatives may be required to disclose any economic interests they hold that could foreseeably be affected by the exercise of their public duties. (Govt. Code §§ 81000-91015; SFUSD Board Rules and Procedures 9270 "Conflict of Interest Code") This filing, called a Statement of Economic Interests or "Form 700," aides public officials to ensure they do not make or participate in making any governmental decision in which they have a financial interest.

1. **Applicability.** Contractors/representatives are considered public officials and must file a Form 700 only if they qualify as "Consultants." Under SFUSD's Conflict of Interest Code, "Consultant" means any natural person who provides, under contract, information advice, recommendation or counsel to an agency, department, officer, or commission, provided, however, that a "Consultant" shall **not** include a person whom:
 - i. Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and
 - ii. Possesses no authority with respect to any agency decision beyond the rendition of information, advice, recommendation or counsel.
2. **Filing Deadlines.** Contractors/representatives required to file a Form 700 shall submit a filing: (a) ten days prior to commencement of work with SFUSD; (b) yearly thereafter by the April 1st annual due date; and (c) upon termination of work with SFUSD.
3. **Interests to Be Disclosed.** Contractors/representatives required to file a Form 700 shall disclose only income, investments and business positions in: (a) business entities that manufacture or sell supplies, books, machinery or equipment of the type utilized or purchased by SFUSD and for which the Contractor/representative is a manager or director; and/or in (b) business entities that are contractors or subcontractors engaged in the performance of work services of the type utilized or purchased by SFUSD and for which the Contractor/representative is a manager or director.
4. **Filing Process.** Form 700 must be received by SFUSD's Contracts Office by the timelines provided herein, in order to be considered properly filed.
5. **Disqualification.** Consultants/Representatives who must file financial disclosure statements, like other public officials under the CPRA, are subject to disqualification when they encounter decision-making that could affect their financial interests. Contractors and their representatives shall be responsible for ensuring that they take the appropriate actions necessary in order not to violate applicable laws and SFUSD policies.

39. PROPRIETARY AND CONFIDENTIAL INFORMATION OF THE DISTRICT

- A. In connection with this Agreement, 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, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.
- B. Contractor shall comply at all times, as applicable, with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of confidential student information, including but not limited to California Education Code sections 49073 and sequential. Contractor shall only access personally identifiable student information pursuant to parent consent, legitimate educational interest pursuant to the performance of this Contract, and/or other applicable provisions federal and state law allowing access to personally identifiable student information. Contractor shall not re-disclose personally identifiable student information unless pursuant to federal and state law. Contractor shall not use student information or data for any purpose other than the District's purposes as specified in this Agreement. Failure to comply with this Section may constitute a material breach if so deemed by the District.
- C. The provisions of this Section shall survive the termination or expiration of the Contract, if awarded.

40. ENTIRE CONTRACT; SEVERABILITY

All of the agreements between the Parties are included herein, and no warranties, express or implied, representations, promises or statements have been made by either Party except as expressly provided for herein.

Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of the other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

41. MODIFICATION OF AGREEMENT

- A. No oral statement of any person whomsoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement.
- B. Any modification or amendment to this Agreement shall be in writing and shall be effective upon execution by the duly authorized representatives of the Parties, approval by the Board of Education, and certification in the same manner as this Agreement pursuant to Section 20 ("Budget and Fiscal Provisions").

42. PUBLIC RECORDS

- A. Each bidder/Contractor understands and agrees that the District is a public agency, subject to public records laws and regulations including without limitation the California Public Records Act and California Government Code section 6250 and sequential sections. Bidder/Contractor shall direct its questions, if any, regarding public records laws to bidder/Contractor's legal counsel.
- B. Bid Proposals and other IFB/Contract documents and information become the property of the District upon submittal to the District. At such time as the District opens bids pursuant to the IFB, all Bid Proposals and other documents submitted shall be deemed a matter of public record and treated as such, except for information contained in such Bid Proposals that a bidder explicitly marks as Trade Secrets (as defined in California Civil Code § 3426.1) and/or confidential financial information, labeled as such, which the District specifically requires to be submitted in response to this IFB/Contract, if any, as applicable. A bidder/Contractor that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid Proposal non-responsive and rejected.
- C. Notwithstanding anything to the contrary herein, if and to the extent that any Bid Proposals and other IFB/Contract documents or other confidential information including without limitation information the Bid Proposal and any accompanying documents, may be subject to disclosure by the District pursuant to federal, state, or local law, and/or a valid order of a court of competent jurisdiction, the District shall disclose such information to the extent required thereby. In the event the District receives a request for disclosure under applicable law or court order covering any such documents and/or confidential information of bidder/Contractor, the District shall give five (5) days' notice to the bidder/Contractor prior to disclosing such confidential information, or fewer days where possible, designed to give Contractor time to take legal action to prevent disclosure if Contractor so chooses. Nothing herein shall require the District to take any action, or to refuse to release information, where doing so would violate applicable law or court order as determined by the District in its sole discretion.
- D. The District shall not be liable or responsible for the disclosure of any bidder/Contractor records, including without limitation those exempt from disclosure, if the disclosure is deemed by the District in its sole discretion to be required by law or by court order, or if the disclosure occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals and accompanying documents are deemed a matter of public record as detailed above, any bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Public Records Act, California Government Code §§ 6250 and sequential sections, or another applicable provision of law. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal marked by a bidder/Contractor as exempt from disclosure, the bidder/Contractor submitting the materials sought by

such action or proceeding shall defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The bidder/Contractor submitting materials sought by any other party shall be solely responsible for the cost and defense of any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

43. CONTRACT INTERPRETATION; CHOICE OF LAW; VENUE

- A. Should any question arise as to the meaning and intent of this Agreement, the matter shall be referred to the Purchaser who shall decide the true meaning and intent of the Contract.
- B. This Contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California. The venue for all claims arising out of this Contract shall be in San Francisco, California.

44. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a consultant, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A person will be deemed to have submitted a false claim to the District if the person:

- A. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;
- B. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;
- C. conspires to defraud the District by getting a false claim allowed or paid by the District;
- D. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
- E. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
- F. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
- G. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or
- H. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

45. INCIDENTAL AND CONSEQUENTIAL DAMAGES

CONTRACTOR SHALL BE RESPONSIBLE FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES RESULTING IN WHOLE OR IN PART FROM THE ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS. NOTHING IN THIS SECTION SHALL CONSTITUTE A WAIVER OR LIMITATION OF ANY RIGHTS THAT THE DISTRICT MAY HAVE UNDER APPLICABLE LAW.

46. NON-DISCRIMINATION; COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

- A. 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.
- B. Contractor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

47. LAWS AND REGULATIONS

In the performance of this Contract, Contractor shall keep itself informed of, and at all times comply with, all applicable Federal, State, and Local laws, ordinances, regulations and other legal requirements that are in effect as of the commencement of the term of this Agreement and as may be amended from time to time, including but not limited to the Safety Orders of the California Division of Industrial Safety. It is the responsibility of the Contractor to obtain and maintain, at its sole expense, any legally required permit(s), certification(s) or license(s).

48. BANKRUPTCY

- A. 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.
- B. The Contractor shall notify the District within ten (10) days of filing a bankruptcy petition under the Federal Bankruptcy Act.

49. SUSPENSION AND DEBARMENT CERTIFICATION

A corporation-bidder for any contract of one hundred thousand dollars (\$100,000) or more for goods/services must complete and submit to District a Suspension and Debarment Certification. This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Bidders shall submit with the bid response a completed Suspension and Debarment Certification (Attachment G).

50. SECTION HEADINGS

The section headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Contract.

51. NON-WAIVER OF RIGHTS

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

52. QUALIFIED PERSONNEL

Contractor shall ensure that this Agreement shall be performed only by personnel who are trained, qualified and appropriately certified and/or licensed, as applicable, under the supervision of and/or in the employment of the Contractor.

53. PROFESSIONAL STANDARDS OF CONDUCT

If Contractor shall interact with District students, parents, staff or members of the public in the performance of this Agreement, Contractor shall ensure that such interactions are consistent with professional standards of conduct as provided for in this Section. Contractor's employees assigned to the District will interact with District students, parents, staff and members of the public in a courteous and professional manner. Contractor will train its employees in professional standards of conduct and require them to adhere to such standards in the performance of their duties under this Agreement. Contractor shall ensure that its professional standards of conduct for its employees include without limitation policies regarding interacting with students, parents, staff and members of the public; dress; attention to duty; and personal activities/visits/use of cellular telephones for personal use while on duty.

54. RESPONSIBILITY FOR EQUIPMENT

The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Contractor, or by any of its employees or agents, even though such equipment be furnished, rented or loaned to the Contractor by the District. The acceptance or use of such equipment by the Contractor or any of its employees or agents shall be construed to mean that the Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless the District from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to the Contractor, its employees or agents, District employees or third parties, or to property belong to any of the above.

55. AUDIT AND INSPECTION OF RECORDS

The Contractor agrees to maintain and make available to the District, during business hours, accurate books and accounting records including computer records relative to its activities under this Agreement. The Contractor will permit the District to audit, examine and make copies and transcripts from such books and records, and to make audits of all invoices, supporting documentation, materials, payrolls, records or personnel and other data in any way related to the performance of this Agreement. The Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal or local governmental agency having an interest in the subject of this Agreement shall have the same rights conferred upon the District by this Agreement.

56. DRUG FREE WORKPLACE POLICY

The Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on School District premises. Any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

57. COMMERCIAL-FREE/TOBACCO-SUPPORT-FREE SCHOOLS

The District's Board of Education supports commercial-free and tobacco support-free educational settings. The District shall not enter into agreements with contractors for exclusive access to student customers for soft drinks, snack foods or other products purchased by students. The sale of tobacco subsidiary products is prohibited in all District schools, including in cafeterias, eateries, student or teacher-run stores, and vending machines. This Contract shall not furnish any products associated with tobacco subsidiaries.

58. CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST; TUBERCULOSIS TESTING**A. Criminal Background Check**

1. Contractor is required to comply with the criminal background check provisions of California Education Code ("EC") section 45125.1. Contractor will conduct criminal background checks with the California Department of Justice (CDOJ) for all Contractor employees, agents, and volunteers assigned to the District, and will certify that no employees, agents, or volunteers who have been convicted of a serious or violent felony as described in EC 45125 .1 (citing 45122.1), a sexual offense as defined by EC 44010 or a controlled substance offense as described in EC 44011 (consistent with EC 45123), will have contact with District pupils pursuant to this Agreement. This prohibition does not apply to a conviction for which the employee, agent or volunteer has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.
2. Contractor will provide the District with a list of all employees, agents and volunteers who have cleared the criminal background check, as detailed above, and who will have contact with District pupils pursuant to this Agreement, and specify to which sites they will be assigned.
3. District will not be responsible for the costs of the criminal background checks.
4. As written certification of its compliance with this Section, Contractor will complete and submit the Criminal Background Check/ Tuberculosis Clearance Certification Form ("CBC/TB form") (ATTACHED).
5. **Throughout the term of the Agreement, if awarded, for any Contractor employees, agents or volunteers that Contractor hires/ assigns to the District subsequent to Contractor's initial submission of the CBC/TB form to District, and who will have more than limited contact with students pursuant to this Agreement, Contractor shall conduct background checks, request subsequent arrest notification (as provided for below) and submit additional CBC/TB forms to District, consistent with the requirements of this Section.**
6. The criminal background check requirement applies only to Contractor's employees, agents or volunteers who will have more than limited contact with students. Contractor's employees, agents or volunteers who will have **no contact or only limited contact** with students are not required to meet criminal background check requirements. If Contractor asserts that its employees, agents or volunteers assigned to the District will have **no contact or only limited contact** with District students, the District's Cabinet-level Administrator supervising this Agreement has the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have only limited contact with students. The District shall be the final arbiter of what constitutes "no contact or only limited contact" for purposes of this Section.

B. Subsequent Arrest Notification

1. In addition to the initial criminal background check, Contractor will obtain from the CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have contact with students, and is responsible for all costs associated with these subsequent notifications.
2. Upon receipt of notice that any of its employees, agents, or volunteers that have contact with students has been arrested or convicted of a serious or violent felony as described in EC 45125.1 (citing 45122.1), a sexual offense as defined by EC 44010 or a controlled substance offense as described in EC 44011 (consistent with EC 45123), Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with pupils, and will immediately notify SFUSD in writing.

C. Tuberculosis Testing

1. Contractor agrees that all employees, agents or volunteers whose functions require frequent or prolonged contact with students will complete tuberculosis testing the same as the testing that is described in California Education Code section 49406. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, the Contractor shall ensure that its employees, agents or volunteers who are skin test negative have undergone the foregoing examination at least once every four (4) years if the Contractor is still rendering services to the District pursuant to this Contract, and such employees, agents, and volunteers shall be listed by name on the Criminal Background Check/ Tuberculosis Clearance Written Certification Form with a notation of the date of each individual's testing/clearance. Contractor shall maintain on file in its offices documentation of tuberculosis clearance for its employees, agents, and volunteers who shall have more than limited contact with students under this Contract.
2. The District shall not be responsible for the costs of the examination.
3. The District shall be the final arbiter of what constitutes "limited contact" for purposes of this Section.
4. The District may also, in its sole discretion, waive the provisions of this Section for a specified time period if it determines that emergency or exceptional circumstances exist which threaten student or staff safety if the work is delayed pending clearance.
5. Contractor must complete, sign and submit the Criminal Background Check/ Tuberculosis Clearance Written Certification Form (attached) as written certification of its compliance with the provisions of this Section.

59. **NOTICE TO THE PARTIES**

District and Contractor understand and agree that notice to the Parties shall be as follows:

- A. Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it via first class mail or certified mail with a return receipt requested, or via nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefore, with postage prepaid, addressed as in Subsection D, below.
- B. Notices herein shall be deemed to have been received two (2) business days after the date when they shall have been mailed if sent by first class mail, certified mail or overnight courier, or upon the date personal delivery is made.
- C. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party.
- D. Notice to the Parties shall be addressed as follows (or such alternative address as may be provided in writing):

NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	CUSTODIAL SERVICES
HEAD OF SITE/DEPARTMENT	WILLIE GREEN
CONTACT PERSON	WILLIE GREEN
STREET ADDRESS	834 TOLAND STREET
CITY, STATE, ZIP	SAN FRANCISCO, CA 94121
TELEPHONE	(415) 695-5535
FAX	(415) 920-5052
EMAIL ADDRESS	greenw@sfusd.edu

NOTICE TO THE DISTRICT PURCHASING DEPARTMENT:

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

NOTICE TO THE CONTRACTOR:

CONTRACTOR	
CONTACT PERSON	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
FAX	
EMAIL ADDRESS	

60. BID PROTESTS

- A. Protests or inquiries regarding the content of this IFB shall be submitted in writing to the District’s Director of Purchasing, and shall be addressed by the District, as provided for in Section 71 (“Inquiries; Addenda; Clarification”) of this IFB.
- B. Protests regarding the District’s proposed award of Bid (“Bid Award Protest”) to the bidder deemed the apparent lowest responsible bidder shall be submitted in writing to the District **no later than 5:00p.m. of the fifth (5th) business day following the date of the Bid opening.**
- C. A Bid Award Protest shall contain a complete and specific statement of the basis for such protest including any and all references to the specific portion or portions of the IFB and/or all specific legal authority(ies) that form the basis (or bases) for such protest. The Bid Award Protest shall include the name, address, and telephone number of the person representing the protesting party. The Bid Award Protest shall be accompanied by all documentation and evidence that the party shall submit in support of its protest. The Bid Award Protest shall be signed and submitted under penalty of perjury.
- D. A party filing a Bid Award Protest shall provide a complete written copy of such protest to the bidder deemed the apparent lowest responsible bidder, by the same date and time required for Bid Award Protest submission to the District as provided in this Section.
- E. A party filing a Bid Award Protest must have actually submitted a Bid under this IFB, or have been specifically excluded from filing a Bid due to an action by the District. A subcontractor of a party filing a Bid under this IFB shall have no right to submit a Bid Award Protest. A party may not rely on a Bid Award Protest submitted by another party, but must timely pursue its own Bid Award Protest. A party that is not the second apparent lowest responsible bidder must file a Bid Award Protest on all apparent low bidders in front of it in order for its protest to be valid and reviewed as to merit.
- F. The procedures, requirements and time limits set forth in this Section are mandatory and are the Bidder’s sole and exclusive remedy in the event of a Bid Award Protest. The Bidder’s failure to fully comply with these procedures, requirements and time limits shall constitute a waiver of the party’s right to submit a Bid Award Protest.
- G. The District’s Purchaser or his/her designee shall review the Bid Award Protest and shall issue his or her determination as to the merits of such protest within a reasonable amount of time prior to bid award. Such determination shall be final, and shall constitute the completion of all administrative remedies.

SPECIAL TERMS AND CONDITIONS (BID AND CONTRACT)**61. ESTIMATED START DATE; SCHEDULE FOR IMPLEMENTATION**

- A. The actual start date for the provision of products/services under this IFB/Contract, if awarded, shall be determined as set forth in Section 18 ("Term; Effective Date; Amount of Agreement"). For planning purposes, the estimated start date for products/services to be provided under this IFB/Contract, if awarded, is July 1, 2013.
- B. To meet this estimated start date, each bidder shall include in its bid response a detailed schedule for implementation by which the bidder, if awarded the Contract, shall be able to commence implementation of the Contract by the estimated start date.

62. ESTIMATED CONTRACT VALUE

For purposes of the IFB process, the estimated annual not-to-exceed amount of the Contract, if awarded, is Eight Hundred Thousand dollars (\$800,000.00). Notwithstanding the foregoing, the actual annual not-to-exceed amount of the Contract, if awarded, shall be determined pursuant to Section 18 ("Term; Effective Date; Amount of Agreement"), Section 3 ("Definition of Price"), Section 4 ("Indefinite Quantity Bid/Contract"), and/or as otherwise provided for in this IFB/Contract. The not-to-exceed amount of the Contract may, as applicable, be increased or decreased during the term of this Contract, including any extension to this Contract, pursuant to Section 18 ("Term; Effective Date; Amount of Agreement"), any price adjustment pursuant to Section 19 ("Price Adjustments") and/or as otherwise explicitly provided for herein, provided that any such increase or decrease is executed, approved, and certified pursuant to Section 41 ("Modification of Agreement").

63. CONTRACTOR LICENSE

Contractor, if award is made, shall hold a current and valid license as a California State-Licensed security guard and mobile patrol company, appropriately licensed to provide security services at District buildings, mobile patrols, fire watch patrols, and intrusion monitoring and dispatch services as detailed in this IFB/Contract. Each bidder shall provide its license number and expiration date in the appropriate space on Attachment B ("Bid Sheet") hereto, for verification by the District that bidder meets the requirements of this Section. The winning bidder, if an award is made, shall maintain such license in current and valid status throughout the term of this Agreement and any extensions hereto, and shall provide evidence of said current and valid status of its license upon request by District at any time during the term of this Agreement and any extensions hereto.

64. SCOPE OF PRODUCTS/SERVICES TO BE PROVIDED

- A. **Volume of Services.** If award is made, Contractor shall provide products/services to the District of volume detailed in this bid/Contract. The District estimates that its annual requirements for security services to be approximately 40,000 to 62,000 hours, at approximately 140-159 school and administrative sites. (See Attachment-J, "List of District Sites (School/Offices)," for a current listing, which is subject to revision by the District with prior written notice to Contractor.) This estimate of the volume of services to be provided is for the purposes of administering the IFB process, and shall in no way obligate nor limit the District to this estimated volume of services, as this bid/contract shall be an indefinite quantity bid/contract as provided for in Section 4 ("Indefinite Quantity Bid/Contract") herein.
- B. **Provision of Security Services.** Contractor shall be responsible for the provision to the District of security services as detailed in this IFB/Contract, if awarded, and shall:
1. Notify the appropriate District authority in the event a security guard fails to report for his/her shift, and immediately provide a qualified replacement in accordance with the contract.
 2. Provide additional security staff for any District-designated urgent need within four (4) hours up to twenty-four (24) hours of notification at the Overtime Rate (time and one-half) for additional personnel or hours requested by the District, but only for the first forty-eight (48) hours, after

which the applicable straight time rates will apply. Such Overtime Rate shall also apply to Contractor staff on duty at a District assignment during official holidays as designated by the State of California.

3. Provide security guards with the proper training and supervision, and with all of the equipment, materials and supplies necessary to perform their duties under this Agreement (including without limitation e.g. two-way radios, flashlights, uniforms, security badges, vehicles, fuel, etc.). Contractor shall ensure that its security guards are unarmed.
4. Ensure that security guards assigned to Fire Watch duties are provided with equipment required by San Francisco Fire Department regulations (including e.g. without limitation two-way radios, etc.).

C. **Security Guard Services.** Contractor shall provide security guards to the District and ensure that they perform the following duties:

1. Provide a visual presence to act as a deterrent to crime, and observe and report criminal activity as detailed herein, at District school sites and administrative buildings, as assigned.
2. Provide on-site security patrol services that consist of irregular foot patrols of the interior/exterior of buildings at District school sites and administrative buildings, as assigned.
3. Prepare reports of unusual occurrences or physical conditions of assigned building(s) as observed during patrol.
4. Challenge and determine the identity of individuals discovered on District property.
5. Identify and immediately report to Contractor's shift supervisor any building defects affecting security including but not limited to: broken doors, inoperative door hardware, broken windows, inoperative window hardware, damaged fences, broken locks (exterior and interior), non-functioning lights, and/or other safety/security defects.
6. Dress in proper uniform when on duty at District sites. Security personnel (both security guards and security supervisors) must be easily identifiable at all times. Security guards must have a current State Security Guard Identification card in their possession at all times.
7. Security guards assigned to perform security duties outside of traditional business hours, at special events, and during District Holidays and weekends, are required to report to the Dispatch Center every hour during their shift. In some cases, the District may require such security guards to report in every half hour.
8. Maintain a Daily Activity Report Log.

D. **Fire Watch Patrol Duties.** Contractor shall provide Fire Watch Patrol services to the District, and ensure that the security guards assigned to such services shall:

1. Report to the site in full/proper uniform.
2. Sign in and check in with site contact person.
3. Call the security office upon arrival.
4. Brief the relief security guard or other personnel regarding all problems or concerns at a particular site.
5. Sign in on fire watch log sheet which is located in the main office.
6. Perform patrol duties in accordance with Security Department instructions and S.F. Fire Department regulations. No other duties are allowed.
7. Patrol the entire building and exterior grounds unless otherwise specified, at least once each hour.
8. Record time and locations of patrol rounds.
9. Remain on duty until officially relieved.
10. Make reports as instructed.
11. Maintain the Fire Watch Duty Sheet on his/her person at all times.
12. Carry a two-way radio (walkie-talkie) so that the security guard and the school site contact can communicate throughout the shift.

E. **Intrusion Alarm Monitoring and Dispatch Services.** Contractor shall provide Intrusion Alarm Monitoring and Dispatch Services, and ensure that the security guards assigned to such services shall perform such duties consistent with the following requirements:

1. Security guards shall report to the site in full/proper dress uniform.

2. Security guards shall be trained and able to maintain both written and computer-typed logs in a competent manner.
 3. Security guards shall be responsible to monitor and operate both Closed-Circuit Television (CCTV), also known as Video Camera System and the security computer system.
- F. **Special Events/ Access Control Security Services.** As requested by District, Contractor shall provide security for special events, access control, parking control and/or crowd control at various times. Contractor shall ensure that security guards assigned to such access control, parking control and/or crowd control shall:
1. Provide a visible presence to act as a deterrent to potential criminal activities.
 2. Meet and greet individuals seeking access to the building or function in order to provide directions or to record identity for entry.
 3. Patrol and/or direct traffic as necessary to provide continuous flow of traffic and/or to deter potential vehicle thefts and/or observe and report criminal suspects.
 4. Provide physical presence for immediate response to emergency conditions.
 5. Report all unusual occurrences.
- G. **Mobile Patrol Security Services.** Contractor shall provide Mobile Patrols to drive between two or more District school and/or administrative sites in order to conduct exterior/interior surveillance.
1. Mobile Patrols shall consist of Contractor-provided and appropriately-marked patrol vehicles clearly identifying the Contractor's company name on both the passenger-side and driver-side of the vehicles.
 2. Contractor shall ensure that its security guards shall not engage in pursuit, traffic stops or other police actions in providing services under this Agreement. Contractor shall ensure that its security guards are trained and instructed that they are not authorized to engage in pursuit, traffic stops or other police actions in providing services under this Agreement.
 3. Contractor shall provide fully insured and reliable vehicles in working order for Mobile Patrols to be provided under this Agreement. Contractor shall ensure that each Mobile Patrol shall be provided with a fully functional one (1) million candle watt spotlight at all times.
- H. **Nighttime Security Services.** Contractor's pricing shall be straight time for security services provided during the night versus such services provided during daytime hours, except to the extent that another express provision of this IFB/Contract, or applicable legal or regulatory requirement, applies to require otherwise.
- I. **Parking of Off-Duty Patrol Vehicles.** Contractor shall be responsible for the acquisition of, and payment of the costs of, parking its patrol vehicles used in the performance of this IFB/Contract when such vehicles are not on duty for the District pursuant to this IFB/Contract. If the District has a fee-based parking place available for Contractor's use during such off-duty hours, and Contractor wishes to use that parking place, Contractor shall pay District the fee.

65. ADDITIONAL CONTRACTOR RESPONSIBILITIES

- A. Additional Contractor responsibilities include but are not limited to the following:
1. Contractor shall employ and assign to the District only those individuals who are qualified, trained, and licensed to perform security services pursuant to this Agreement.
 2. Contractor shall own or otherwise provide all vehicles, equipment and supplies or other materials necessary for the performance of this Agreement by Contractor and its employees.
 3. Contractor and its employees shall immediately report all criminal activity witnessed or discovered to the appropriate law enforcement agency and District authority.
 4. Contractor and its employees shall respect the job rights of District employees and the legal rights of vendors and visitors to District sites.
 5. Contractor will exercise reasonable professional judgment and caution in responding to or discovering unsafe conditions, emergency situations and/or criminal activity. The Contractor will be solely responsible for providing training of all security patrol staff in appropriate responses to such conditions.

6. The District operates an electronic intrusion alarm system at all schools and administrative sites. The Contractor shall monitor the intrusion alarm system with uniformed security guards who have the appropriate training, experience, and certification necessary to dispatch the police and District-supervised alarm response personnel.
7. Contractor will provide a Shift Supervisor whose sole responsibility will be to routinely visit each District site where a security guard is assigned in order to ensure compliance with patrol procedures and to conduct secondary or ancillary patrols as necessary.
8. At District's request, Contractor shall remove any security guard from assignment to District premises at any time, and for any reason whatsoever, and Contractor shall provide an immediate replacement. Failure to provide staffing as required by this IFB/Contract will result in liquidated damages against the Contractor. Liquidated damages will be three times the Contractor's hourly rate for each un-staffed position.
9. The District may require security guards to deactivate/activate intruder alarms as necessary to complete their rounds. Security guards shall comply with any written procedures provided to Contractor by the District's Security Department regarding the setting and resetting of such alarms. The Contractor shall be responsible for any costs incurred by the District necessitated by a security guard's failure to appropriately activate/deactivate an intruder alarm or alarms.
10. Contractor shall be required to provide security guards assigned to the District who possess effective English language communication skills.
11. Contractor shall provide daily security reports that are legible and complete. All reports must be reviewed and signed by Contractor's supervisory personnel prior to submittal to the District. The District reserves the right to reject and return reports to Contractor for additional information or clarification of same, which Contractor shall provide.
12. Contractor shall provide appropriate training to Contractor personnel assigned to the District regarding standard and school-related security services including but not limited to: fire safety, Cardio-Pulmonary Resuscitation (CPR), California Penal Code section 832 (regarding search and seizure), and identification of illegal or controlled substances.
13. Contractor shall ensure that all Contractor personnel assigned to the District are familiar with relevant State laws including but not limited to California Penal, Fire, Health and Safety, Education and Vehicle codes.
14. Contractor shall ensure that all security guards assigned to the District possess all required permanent and current State of California mandated certification(s), and that said security guards are licensed by the California State Department of Consumer Affairs. Contractor shall ensure that all of its security guards are fully bonded.
15. All security guards shall be employees of the Contractor and the hiring, training, equipping, supervising, directing and discharging of all Security Guards shall be the responsibility of the contractor. Contractor shall be responsible for the payment of federal, state and local taxes that may apply to Contractor's provision of services under this Agreement, including but not limited to social security benefits, unemployment compensation taxes, overtime wages, and any other legally-required employer obligations for its employees. Contractor will also be responsible for any unauthorized use of District telephones or equipment by its employees.
16. Contractor shall provide digital Detex systems, including bar code and bar reader, to document patrol activities at all designated District sites. Contractor shall maintain reports of all Detex rounds and activities and shall review such reports daily. Contractor shall provide copies of all such reports on a weekly basis to the District's designee for review. Upon the District's future determination and request, such reports may be required on a more frequent basis. The Contractor shall then provide copies of the reports, as requested, on a daily or more frequent basis.
17. The District may require commencement or termination of security guard services to a particular District site or sites with as few as four (4) hours' notice to Contractor.

18. Contractor is responsible for procuring and maintaining Motorola model MTX or XTS two-way radios for on-site and mobile patrol officers and for special events. Radios are to be compatible for use on the existing Motorola 800 MHz truncated radio system operated by the District.
19. Contractor is responsible for reviewing all computer graphics display data, event narratives and all other received security information. Contractor is responsible for promptly dispatching its mobile patrols, the District's designated alarm response personnel and /or the S.F. emergency response agencies (e.g. police department, fire department, etc...). Contractor must also advise and update the District's security response personnel upon the arrival of such personnel at District sites.
20. Contractor is responsible for contacting and dispatching the District's Buildings & Grounds (B&G) maintenance personnel according to the protocol provided by the District and as directed by District personnel.
21. Contractor is responsible for preparing, completing, maintaining and submitting reports, forms, logs, files and event data required by the District during the term of this Agreement. This includes but is not limited to the following: Computerized Daily Activity Report, Shift Activity Report, Incident Report, Work Order Report, Visitor log, Sign-In sheet.
22. Contractor is responsible for processing requests, in person, by telephone, or by other means, from authorized District personnel seeking authorization to enter sites which are secured by intrusion alarm systems, as detailed in this Agreement or according to any updated protocol that may be provided to Contractor in writing by the District. Contractor shall verify the identity of the District staffer requesting entrance, and if the access information is correct, shall deactivate any alarms, provide the requested access, and record the entry in the appropriate log/report.
23. Contractor is responsible for periodically performing various system tests to ascertain proper operation. Contractor shall prepare reports and shall advise the District liaison or designee as to any operational defects discovered.
24. Contractor is responsible for monitoring and, if necessary, directing the activities of, on-site and mobile patrol officers.

66. RECORD KEEPING

Contractor shall and maintain accurate and complete reports, forms, logs, or other tracking instruments, on paper or electronically, regarding the products/services to be provided under this IFB/Contract in the form, format and timeline requested by the District after consultation with Contractor.

67. INVOICING

- A. Contractor shall submit invoices to the District bi-weekly (every two weeks) for products/services provided, with a hard copy to the District's Security Department, located at 834 Toland Street, San Francisco, CA, 94124.
- B. Contractor's failure to provide satisfactory invoicing and supporting information and documentation as required may result in delay of payment or non-payment.
- C. The invoices shall be based on actual hours of services provided broken down by applicable hourly rate for the applicable type of service, and sub-totaled by District site where the services were rendered. Contractor shall submit such invoices for a given bi-weekly period no later than five (5) working days after the end of the invoice period. In addition, invoices shall include the following information:
 1. Company name
 2. Address and phone number
 3. Description of services

4. Hours of services based on contract hourly pay rate
5. Date of services
6. Customer number
7. Invoice number
8. Invoice Period
9. Name of guard assigned
10. Total work hours
11. Invoice total amount
12. Employees' sign-in and out time sheet
13. Business License number
14. Tax Id number
15. Status of Guard (Patrol, Standing or Dispatch Services)
16. Supervisor's name attesting to the hours and location.

68. REPORTS

Contractor shall provide the following reports to the District:

- A. Quarterly reports of the total hours of service provided by type of service and by site.
- B. Fiscal year-end report of total contractual expenditures by site.
- C. Other reports as required by the District.

69. BID PROPOSAL DUE DATE AND TIME; BID OPENING DATE AND TIME

- A. **Bid Proposal Due Date and Time.** All bid proposals shall be submitted no later than May 30, 2013 at 2:00 P.M. At this time or shortly thereafter, the District's Purchaser shall hold the Bid Opening in which all bids shall be opened, and all bid prices shall be read aloud and recorded by the District's Purchasing Department. Each bidder shall submit its bid proposal in two (2) copies, each in binders with original signatures on each copy, which shall be delivered to the District's Purchasing Department at the address provided in Section 71 ("Inquiries; Addenda; Clarification") herein, no later than the stated due date and time. A bidder shall be responsible to ensure that its bid proposal is stamped prior to the deadline.
- B. **Bid Proposal Submittal.** The District will place a date/time stamp machine in a conspicuous location at the place designated for submittal of Bid Proposals. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is stamped by the District's date/time stamp machine; Bid Proposals not so stamped as timely received will be rejected and returned to the Bidder unopened. The date/time stamp is controlling and determinative as to the date and time of the District's receipt of a bidder's Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in this Invitation for Bids or any addendum hereto pursuant to Section 71 ("Inquiries; Addenda; Clarification"), no Bid Proposals shall be received or considered by the District after the above-stated due date and time. Bid Proposals submitted after such date and time shall be rejected as non-responsive and shall be returned to the Bidder unopened.

70. MANDATORY PRE-BID CONFERENCE**A. A mandatory pre-bid conference will be held as follows:**

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

Date and Time: May 16, 2013 at 10:00 A.M.

B. NOTE: Attendance is mandatory for all bidders under this IFB/contract.

- C.** The purpose of the pre-bid conference is to discuss the scope of the products and/or services sought under this IFB, and to hear and address, as needed and as feasible, any inquiries, questions, or requests for clarification regarding the IFB that bidders or prospective bidders may have, consistent with Section 71 ("Inquiries; Addenda; Clarification") herein. **Bidders or prospective bidders shall submit by mail, facsimile or e-mail, any inquiries, questions, and/or requests for clarification regarding the IFB pursuant to Section 71 ("Inquiries; Addenda; Clarification") herein.** A formal written addendum to such inquiries, questions and/or requests for clarification may be distributed at the mandatory pre-bid conference, or thereafter, if the District deems necessary, pursuant to Section 71 ("Inquiries; Addenda; Clarification").
- D.** Failure of a bidder or prospective bidder to receive or examine any form, instrument, addendum or other IFB document shall in no way relieve the bidder or prospective bidder or from any obligation with respect to the party's bid proposal or to the Contract.

71. INQUIRIES; ADDENDA; CLARIFICATION

- A.** Interpretations, modifications, changes, additions or deletions to this IFB/Contract, if any, to be made by the District regarding this IFB shall be made by the issuance of a formal written addendum by the District's Purchaser, a copy of which shall be posted on the District's website (as listed below), and mailed, faxed, and/or emailed to all known prospective bidders. Each bidder or prospective bidder shall be responsible for regularly monitoring the District's website to be aware of the issuance of any such addendum throughout the duration of the bid timeline as set forth in this IFB, or a timeline as may be subsequently revised by the District pursuant to this Section. It is the responsibility of a bidder or prospective bidder to ascertain whether any such addendum has been issued and to comply with the requirements of any such addendum. Failure of a bidder or prospective bidder to be aware of and/or comply with the requirements of any such addendum shall be the responsibility of the bidder or prospective bidder, and may render a bidder's Bid Proposal non-responsive and therefore rejected. The District shall not be liable for the failure of a bidder or prospective bidder to be aware of, and/or to comply with the requirements of, any such addendum.
- B.** All bidder or prospective bidder inquiries, questions and/or requests for clarification regarding this IFB, and any protest regarding the content of this IFB per Subsection (A) of Section 60 ("Bid Protests") herein (hereinafter collectively "Inquiries" or "Inquiry"), shall include the IFB number as well as the number(s) of the specific IFB section(s), page(s) and/or attachment(s) that is or are the subject of the party's Inquiry. Any documentation or evidence that a party will submit in support of its Inquiry shall be attached to and submitted concurrently with the submission of such Inquiry, or else shall be rejected as non-compliant with the provisions of this Section and such non-compliant documentation or evidence shall not be considered.
- C.** All Inquiries regarding this IFB shall be submitted **no later than 5:00 p.m. on the fifth (5th) business day before the date of the Bid opening.** Inquiries received after this date and time shall be rejected without response.

- D. All Inquiries regarding this IFB shall be submitted in writing to the District's Purchasing Department, via mail, facsimile, or e-mail, as listed immediately below. Any Inquiries not submitted as provided for herein shall be rejected.

Hard copy (i.e. paper) Inquiries shall be submitted directly to:

Rod Sarmiento
Purchasing Director
Purchasing Department
San Francisco Unified School District
135 Van Ness, Room 123
San Francisco, CA 94102

Facsimile Inquiries shall be submitted to: #415-241-6487

Electronic Inquiries shall be submitted to: E-mail address SarmientoR@sfusd.edu

- E. Any Inquiries received by the District that are incomplete, late or otherwise non-compliant under this IFB shall be rejected as non-compliant under this IFB and shall not be considered.
- F. In response to an Inquiry, the District may provide, to the extent it deems necessary in its sole discretion, an answer, interpretation, and/or clarification by formal written addenda issued by the Purchasing Director, distributed as detailed below in this Section. Only Inquiries which are answered by the District by formal written addenda shall be legally binding. Any other answers, interpretations or clarifications, including without limitation oral responses, shall be without legal effect and shall not be binding.
- B. Any written addenda issued with regard to Inquiries under this Section, or otherwise issued by the District relating to this IFB, will be posted on the District's Internet webpage, location listed below under "Link." Bidders and prospective bidders shall be responsible to check this Internet webpage on a regular basis for any such addenda and/or other updates and communications regarding this IFB.

LINK:

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

NAVIGATION:

www.SFUSD.Edu > Departments > Purchasing Department > Current Bids/RFPs
> Invitations for Bids > SECURITY GUARD SERVICES

72. PRE-AWARD DOCUMENTS REQUIRED

- A. Contract Proposal Page (Page 4 of IFB and Contract Proposal) properly completed
- B. Bid Form properly completed (Attachment A)
- C. Bid Sheet properly completed (Attachment B)
- D. References Form properly completed (Attachment C)
- E. Bid Bond properly signed and executed (Attachment E) (or cashier's or certified check)
- F. Contractor's Disclosure Form Regarding SFUSD Officials (Attachment I)
- G. Suspension and Debarment Certification Form properly completed (Attachment G)
- H. All other supporting documents as required by the District

73. POST AWARD DOCUMENTS REQUIRED

- A. Executed Contract form
- B. Insurance certificates and endorsements
- C. Criminal Background Check and Tuberculosis Clearance Form (Attachment D)
- D. Performance Surety Bond (Attachment F)
- E. All other supporting documents as required by the District

74. ATTACHMENTS TO INVITATION FOR BID AND CONTRACT

Attachment A through Attachment J, inclusive, as detailed in Sections 72 ("Pre-Award Documents Required") and Section 73 ("Post Award Documents Required"), and as otherwise detailed in this Invitation for Bid and Contract, shall be attached and incorporated by reference into this Invitation for Bid and Contract as though fully set forth herein.

(Attachment-A)

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: _____

(Attachment-B)
BID SHEET

Item No.	Type of Security Service	Estimated Units (Hourly) Per Year	Bid Price Per Hour	Total Extended Price
1.	On-site security patrol	21,000	\$	\$
2.	Special Events/Access Control	2,000	\$	\$
3.	Mobile Patrol	8,000	\$	\$
4.	Dispatch	9,000	\$	\$
TOTAL PER YEAR COST:				\$

ADDITIONAL REQUIRED INFORMATION:

Bidder licensing information, as required pursuant to Section 63 ("Contractor License") of this IFB/Contract:

BIDDER'S CALIFORNIA LICENSE #: _____

EXPIRATION DATE: _____

(Attachment-C)

REFERENCES FORM

(Page 1 of 2)

Per Section 15 ("Experience; References"), the successful bidder, if an award is made, shall be experienced in satisfactorily providing products and/or services of comparable volume and type as those sought under this IFB. As evidence in support of this, each bidder shall submit references from **three (3) organizations** to which bidder has satisfactorily provided products and/or services of comparable volume and type as those sought under this IFB. Bidders shall provide for each reference a contact person who has knowledge of bidder's satisfactory provision of such products and/or services provided to that organization. Bidders must fill out every field in this Attachment C ("References Form"). A bidder's failure to submit the required information may result in rejection of the bid. **If bidder has done business with the District** within the past ten (10) years, bidder shall also include the District as an additional reference beyond the three already required, and shall use a copy of this References Form to submit such District reference. Failure to submit references as required may result in rejection of the bid as nonresponsive.

1) **Organization:** _____

Contact (Name & Title): _____

Address: _____ City & State: _____

Telephone: _____ Email: _____

Description of the services (including volume, type and dates) that bidder provided to the company:

2) **Organization:** _____

Contact (Name & Title): _____

Address: _____ City & State: _____

Telephone: _____ Email: _____

Description of the services (including volume, type and dates) that bidder provided to the company:

(Continued on the next page.)

(Attachment-C)

REFERENCES FORM (Continued)

(Page 2 of 2)

3) **Organization:** _____

Contact (Name & Title): _____

Address: _____ City & State: _____

Telephone: _____ Email: _____

Description of the services (including volume, type and dates) that bidder provided to the company:

(Attachment-D)

Criminal Background Check/Tuberculosis Clearance Written Certification Form

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

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 ONLY HAVE LIMITED OR NO CONTACT with District students (as defined by District) in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with District students in the performance of this Agreement.
2.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed below</u> , will have MORE THAN LIMITED CONTACT with District students (as defined by District) in the performance of this Agreement. INSERT NAMES OF EMPLOYEES (Attach and sign additional pages, as needed.) By checking this box, Contractor certifies that the employees, agents, volunteers noted above/attached have been fingerprinted under procedures established by the California Department of Justice and the FBI, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, and Contractor certifies that it has requested subsequent arrest notification for these employees.
TUBERCULOSIS CLEARANCE		
3.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will ONLY HAVE LIMITED OR NO CONTACT with District students (as defined by District).
4.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed below</u> , will have MORE THAN LIMITED OR PROLONGED CONTACT with District students (as defined by District) in the performance of this Agreement, and have cleared a TB Test. INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE (Attach and sign additional pages, as needed.)

Further Certification by Contractor: *"I hereby certify on behalf of Contractor that the information provided herein is true and accurate. I further agree that during the term of this Agreement, if Contractor learns of additional information that differs from the responses provided above, including but not limited to hiring/assigning 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 Print name of Administrator Print name of Cabinet Member

(Attachment-E)
BID BOND FORM

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

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

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

THE CONDITION of this obligation is such that,

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

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

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

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

IN WITNESS WHEREOF, we have signed and sealed this instrument on this _____ day of _____, 20____.

(Principal) (Seal)

(Witness)

(Title)

Surety) (Seal)

(Witness)

(Title)

SIGNATURE EXECUTED IN BEHALF OF SURETY MUST HAVE PROPER ACKNOWLEDGEMENT.

BID BOND FORM / ATT. E / May 2006

(Attachment-F)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

formance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Delivery services Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Delivery services Contract, incurred by District resulting from Contractor's Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

- i. After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
- ii. Deny liability in whole or in part and notify District citing specific reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.

6. After District has declared a Contractor default, and if Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Delivery services Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Delivery services Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of the Balance of the Agreement Price to mitigation of costs and damages on the Delivery services Contract, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of the defective work, materials and equipment and completion of the Delivery services Contract;

6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure.

6.3 Liquidated damages, or if no liquidated damages are specified in the Delivery services Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Delivery services Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.

8. Surety hereby waives notice of any change, including changes of time, to the Delivery services Contract or to related subcontracts, purchase orders and other obligations.

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

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

11. DEFINITIONS

11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Delivery services Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to

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

- 11.2 Delivery services Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Delivery services Contract.

CONTRACTOR, as principal

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-G)

SUSPENSION AND DEBARMENT CERTIFICATION

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -
Lower-Tier Transaction**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

(Before completing certification, read instructions on next page.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Titles of Authorized Representative(s)

Signatures

Date

(Attachment-G)**SUSPENSION DEBARMENT CERTIFICATION (CONTINUED)****INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(Attachment-H)

Sample School Calendar

A sample District School Calendar for the current school year shall be attached to this Attachment H.

(Attachment-J)
List of District Sites (School/Offices)

ELEMENTARY SCHOOLS		MIDDLE SCHOOLS	
SCHOOL NAME	ADDRESS	SCHOOL NAME	ADDRESS
ALAMO	250 23RD AVE	APTOS	105 APTOS AVE
ALVARADO	625 DOUGLASS ST	DENMAN/LEADERSHIP	241 ONEIDA AVE
ARGONNE ALT.	680 18TH AVE	EVERETT	450 CHURCH ST
BROWN ACA, WILLIE L.	2055 SILVER AVE	FRANCISCO	2190 POWELL ST
BRYANT YR. ROUND	1050 YORK ST	GIANNINI	3151 ORTEGA ST
BUENA VISTA ALT/ H. MANN	3351 23RD ST	HOOVER	2290 14TH AVE
CARMICHAEL, BESSIE	824 HARRISON ST	MARTIN LUTHER KING	350 GIRARD STREET
CARMICHAEL, BESSIE	375 - 7TH STREET	GATEWAY CHARTER	1430 SCOTT ST
CARVER, G.W.	1360 OAKDALE ST	LICK	1220 NOE ST
CHAVEZ, CESAR	825 SHOTWELL ST	MARINA	3500 FILLMORE ST
CHIN, JOHN YEHALL	350 BROADWAY ST	PRESIDIO	450 30TH AVE
CHINESE ED. CTR.	657 MERCHANT ST	ROOSEVELT	460 ARGUELLO BLVD
CHINESE IMMERSION SCH @ DEAVILA	1250 WALLER STREET	VIS. VALLEY	450 RAYMOND AVE
CLARENDON ALT.	500 CLARENDON AVE	ROOFTOP MAYEDA CAMPUS	500 CORBETT AVENUE
CLEVELAND	455 ATHENS ST	13 Middle Schools	
COBB, DR. WM.	2725 CALIFORNIA ST	HIGH SCHOOLS	
DREW, DR. CHAS.	50 POMONA ST	SCHOOL NAME	ADDRESS
EDISON	3531 22ND ST	BALBOA	1000 CAYUGA AVE
EL DORADO	70 DELTA ST	BAY HIGH	1351 42ND AVE
FAIRMOUNT	65 CHENERY ST	BURTON	400 MANSELL ST
FEINSTEIN, DIANNE	2250-25TH AVENUE	DOWNTOWN	693 VERMONT ST
FLYNN, LEONARD R.	3125 ARMY ST	GALILEO	1150 FRANCISCO ST
GARFIELD	420 FILBERT ST	INDEPENDENCE	3045 SANTIAGO ST.
GATE, GOLDEN	1601 TURK ST	INT'L. STUDIES	655 DE HARO ST
GRATTAN	165 GRATTAN ST	JUNE JORDON/CITY ARTS & TECH	325 LA GRANDE AVE
GUADALUPE	859 PRAGUE ST	LINCOLN	2162 24TH AVE
HARTE, BRET	1035 GILMAN AVE	LOWELL	1101 EUCALYPTUS AVE
HILLCREST	810 SILVER AVE	MARSHALL, THURGOOD	45 CONKLING ST
JEFFERSON	1725 IRVING ST	MISSION	3750 18TH ST
KEY, FRANCIS SCOTT	1530 43RD AVE	S.F. INTERNATIONAL H.S	1060 YORK ST
KING, STARR	1215 CAROLINA ST	O'CONNELL	2355 FOLSOM ST.
LAFAYETTE	4545 ANZA ST	SOTA	555 PORTOLA DRIVE
LAKESHORE	220 MIDDLEFIELD DR	WALLENBERG	40 VEGA ST
LAU, GORDON J.	950 CLAY ST	WASHINGTON	600 32ND AVE
LAWTON ALT.	1570 31ST AVE	WELLS	1099 HAYES ST
LILIENTHAL, CLAIRE	3630 DIVISADERO ST	18 High Schools	
LILIENTHAL, CLAIRE	3950 SACRAMENTO		
LONGFELLOW	755 MORSE ST	COUNTY & COURT SCHOOL	ADDRESS
MALCOLM X	350 HARBOR ROAD	CIVIC CENTER SECONDARY	727 GOLDEN GATE AVE
MARSHALL	1575 15TH ST	HILLTOP HS	1325 FLORIDA STREET
McCOPPIN, FRANK	651 6TH AVE	PRINCIPAL CENTER	1351-42ND AVENUE
McKINLEY	1025 14TH ST	3 County & Court Schools	
MILK C R ACAD., HARVEY	4235 19TH ST		
MIRALOMA	175 OMAR WAY	EED CENTER NAME	ADDRESS
MISSION ED. CTR.	1670 NOE ST	ARGONNE (PreK)	750 16TH AVE

MONROE	260 MADRID ST	BRYANT (PreK & SA)	1060 YORK ST
MOSCONE, GEORGE	2576 HARRISON ST	BURNETT (PreK & SA)	1520 OAKDALE ST
MUIR, JOHN	380 WEBSTER ST	CARMICHAEL (PreK)	45 CLEVELAND
NEW TRADITIONS	2049 GROVE ST	COBB (PreK & SA)	2725 CALIFORNIA ST
ORTEGA, JOSE	400 SARGENT ST	COOPER (PreK & SA)	940 FILBERT ST
PARK, GLEN	151 LIPPARD ST	DREW (PreK & SA)	50 POMONA ST
PARKER, JEAN	840 BROADWAY	EXCELSIOR AT GUADALUPE (PreK & SA)	859 PRAGUE ST.
PARKS, ROSA /JBBP WEST	1501 O'FARRELL ST	EXCELSIOR AT MONROE (SA)	260 MADRID ST
PEABODY, GEORGE	251 6TH AVE	FAIRMOUNT (PRE-K)	65 CHENERY ST
REDDING	1421 PINE ST	FLYNN (SA)	3125 CESAR CHAVEZ ST
REVERE ANNEX, PAUL	610 TOMPKINS	GARFIELD(SA) SATELLITE	420 FILBERT ST
REVERE,PAUL	555 TOMPKINS AVE	GRATTAN (PreK & SA)	165 GRATTAN ST
ROOFTOP ALT.	443 BURNETT AVE	HARTE (PreK & SA)	950 HOLLISTER AVE
S.F. COMMUNITY	125 EXCELSIOR ST	JEFFERSON (PreK)	1350 25TH AVE
SANCHEZ	325 SANCHEZ ST	JEFFERSON (SA)	1325 18TH AVE
SERRA,, JUNIPERO	625 HOLLY PARK CIRCLE	KEY, FS (SA) SATELLITE	1530 43RD AVE.
SHERIDAN	431 CAPITOL AVE	KING, STARR (PREK)	1215 CAROLINA ST
SHERMAN	1651 UNION ST	LAS AMERICAS	3200 20TH ST
SLOAT, COMMODORE	50 DARIEN WAY	LAU, GORDON J.	950 CLAY ST
SPRING VALLEY	1451 JACKSON ST	MAHLER (PreK)	990 CHURCH ST
STEVENSON, R.L.	2051 34TH AVE	McCOPPIN (SA)	651 6TH AVE
SUNNYSIDE	250 FOERSTER ST	McLAREN (PreK & SA)	2055 SUNNYDALE AVE
SUNSET ES	1920 41ST AVE	MISSION ANNEX (PreK)	421 BARTLETT ST
SUTRO	235 12TH AVE	MISSION (PreK)	2950 MISSION ST
TAYLOR, E.R.	423 BURROWS ST	MONTESORI SCHOOL	2340 JACKSON STREET
TENDERLOIN COMM.	627 TURK ST.	MUIR, JOHN	380 WEBSTER ST
ULLOA	2650 42ND AVE	NORIEGA (PreK & SA)	1775 44TH AVE
VALLEY, VISITACION	55 SCHWERIN ST	PARKER (SA)	840 BROADWAY ST.
WEBSTER, DANIEL	465 MISSOURI ST	PRESIDIO (Infant, PreK & SA)	BLDG. 387
WEST PORTAL,	5 LENOX WAY	REVERE ANNEX, PAUL	610 TOMPKINS
WO, YICK	2245 JONES ST	SA PARENT/INFANT	2730 BRYANT ST
YU, ALICE FONG	1541 12TH AVE	SAN MIGUEL (PreK & SA)	300 SENECA AVE
77 Elementary Schools		SERRA (SA)	625 HOLLY PARK CIRC
		SHERIDAN	431 CAPITOL AVE
ADMINISTRATION	ADDRESS	SERRA ANNEX (PreK & SA)	155 APPLETON ST
DISTRICT OFFICE 1	555 FRANKLIN ST	SPRING VALLEY (SA)	1451 JACKSON ST.
DISTRICT OFFICE 2	135 VAN NESS AVE	STOCKTON (PreK & SA)	949 WASHINGTON ST
DISTRICT OFFICE 3/CABRILLO	735 24TH AVE	SUTRO (SA)	235 12TH AVE
DISTRICT BAYVIEW ZONE OFFICE	1195 HUDSON AVENUE	TAYLOR, E.R.	423 BURROWS ST
STUDENT NUTRITION	841 ELLIS ST	TENDERLOIN (PreK & SA)	627 TURK ST
CHILD DEVELOPMENT PRO	20 COOK ST	TULE ELK PARK (PreK & SA)	2110 GREENWICH ST
SFUSD BUILDING & GROUNDS	834 TOLAND STREET	WEBSTER (SA)	465 MISSOURI ST
SCHOOL HEALTH PROGRAMS	2105 24TH AVENUE	WEILL (PreK & SA)	1501 O'FARRELL ST
THERAPY UNIT	1025 LAGUNA ST	42 EED Centers	
9 Admin Sites			