

(Attachment A)
CONTRACT BID PROPOSAL

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 _____

Do you have an affirmative Action Policy? _____

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 hereby proposes and agrees to furnish and deliver the goods and/or services as quoted in the accordance with the terms and conditions of the invitation for bids and at the pricing quoted in the Bid Sheets.

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.

Company Name (Please Print): _____

Title: _____

Signature (Must be Hand-Written): _____

Date: _____

Address, City, State, Zip Code: _____

Telephone: _____

Email / URL/ Web address: _____

(Attachment B)

TERMS AND CONDITIONS TO CONTRACT

GENERAL CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS

- A. "District" and "SFUSD" each mean the San Francisco Unified School District.
- B. "Contractor" means the entity doing business with the District.
- C. "Purchaser" means a representative of the District's Purchasing Department.
- D. "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.
- E. "Contract," "Agreement" and "Purchase Agreement" shall each mean this Agreement entered into between the District and the Contractor.

2. TERM; EFFECTIVE DATE; AMOUNT OF AGREEMENT

- A. The term of this Agreement shall be for the 2018-2019 fiscal year, unless terminated earlier pursuant to Section 17 (Termination). This Agreement may be extended for a period or periods of up to four (4) additional fiscal years at the sole discretion of the District.
- B. Notwithstanding the foregoing, this Agreement shall be effective only upon execution of this Agreement by the duly authorized representatives of the Parties, approval by the Board of Education, and certification by the Chief Financial Officer as to the availability of funds pursuant to Section 3 (Budget and Fiscal Provisions).
- C. The dollar amount of this Agreement shall be set forth in the approved Board of Education resolution that shall be attached and incorporated into this Agreement as though fully set forth herein, once approved, and shall be based upon Contractor's bid and the pricing provisions set forth in this Agreement. It shall be the responsibility of the Contractor to ensure that the approved not-to-exceed amount of the Agreement is not exceeded. Any products or services provided in excess of said amount shall not be compensated.

3. 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. 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.

4. PAYMENT FOR PRODUCTS AND 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 actual cost of the paper products and kitchen supplies provided to District, as provided for in this Agreement, plus Contractor's fixed percent in accordance with the Contractor's bid price, 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 2 ("Term; Effective Date; Amount of Agreement") and certified by the District's Chief Financial Officer pursuant to Section 3 ("Budget and Fiscal Provisions").

- B. Payment to the Contractor by the District will be made monthly in arrears for paper products and kitchen supplies provided as requested by the District pursuant to this Agreement, and after receipt of properly documented invoices. Invoices submitted by Contractor must be in an invoicing form acceptable to the District pursuant to Section 46 ("Invoicing").
- C. **PROMOTIONAL DISCOUNTS & REBATES.** The District shall receive the benefit of any promotional and or quantity discounts offered to other customers by the Vendor during the Contract period if such discounts would result in a lower selling price to the District. If during the Contract period there should be a decrease in the price of the items bid, a corresponding decrease shall be made to the District for as long as the price reduction is in effect, but at no time shall the prices charged to the District exceed not-to-exceed amount of this Agreement. Manufacturers may offer rebates directly to the District as an incentive to use their products (as opposed to rebates from manufacturers to the successful bidder). The District will be the sole beneficiary of such offers.

5. **CHANGE ORDERS**

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 2 ("Term; Effective Date; Amount of Agreement"), no such Change shall be valid unless pursuant to a written instrument executed, approved, and certified as provided for in Section 24 ("Modification of Agreement").

It shall be the responsibility of the Contractor to ensure that the not-to-exceed amount of the Agreement, pursuant to Section 2 ("Term; Effective Date; Amount of Agreement"), is not exceeded. Any products or services provided in excess of said amount shall not be compensated.

6. **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.

7. **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 any invoice presented for payment. 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.

8. **SUBCONTRACTING**

The Contractor is permitted to subcontract the delivery of Paper Products and Kitchen Supplies from Contractor's facility to the designated District delivery locations under this Contract, as detailed in Attachment-J ("Delivery Locations"). If the Contractor will in fact subcontract this portion of this Contract, Contractor shall ensure that its subcontractor shall comply with all applicable requirements of this Contract including but not limited to Section 14 ("Insurance"), Section 40 ("Criminal Background Check; Subsequent Arrest; Tuberculosis Testing"), Section 48 ("Personnel/Vehicles"), and Section 49 ("Facilities"). Other than the permitted subcontracting de-tailed immediately above in this Section, the Contractor is prohibited from subcontracting this Contract or any services provided pursuant to this Contract unless such subcontracting is agreed to in writing and executed and approved in the same manner as this Contract. No Party on the basis

of this Contract shall in any way contract on behalf of or in the name of the other Party of this Contract, and violation of this provision shall confer no rights on any Party and any action taken shall be void.

9. **ASSIGNMENT**

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

10. **RELATIONS WITH THE PUBLIC; PROFESSIONAL STANDARDS OF CONDUCT**

It is the intent of the District to obtain the best quality Paper Products and Kitchen Supplies available. As such the Contractor shall incorporate the highest standards of performance and safety for the well-being of District students, and Contractor's personnel will always interact with members of the public, students, parents, teachers and staff, as applicable, in a courteous and professional manner.

11. **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 studies, reports, memoranda, computation sheets or other documents prepared by the Contractor in connection with services to be performed 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 22 of this Agreement ("Proprietary or Confidential Information of the District").

12. **FORCE-MAJEURE CLAUSE**

The Contractor will be excused from performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by an act of God, fire, commandeering of materials and equipment, products, plants or facilities by the Federal or State Government.

Satisfactory evidence must be presented to the District demonstrating that the non-performance was not due to the fault or negligence of the Contractor and could not have been avoided by the Contractor.

13. **DISASTER RECOVERY**

Contractor acknowledges that in the event of a major catastrophe such as an earthquake, the District will receive priority service over non-governmental users. In the event of a major disaster, in coordination with the District, the Contractor will fulfill the obligations of this Agreement to the extent requested by the District and feasible under the circumstances, in the estimation of the District in consultation with the Contractor.

14. **INSURANCE**

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:

- i. Commercial General Liability Insurance with limits not less than **\$1,000,000 (one million dollars)** each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation). If sexual abuse and molestation coverage carries a sub-limit, that limit must be identified and not less than \$500,000 per occurrence.

- ii. Commercial Automobile Liability Insurance with limits not less than **\$1,000,000 (one million dollars)** each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable
- iii. Workers' Compensation Insurance, with Employer's Liability limits not less than **\$1,000,000 (one million dollars)** each accident.

A. **Commercial General Liability and Business Automobile Liability policies must provide the following:**

- i. Name as Additional Insured "The San Francisco Unified School District, its Board, officers and employees."
- ii. 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.

B. 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

- C. 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.
- D. 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.
- E. 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.
- F. 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 coverage 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.
- G. Approval of the insurance by the District shall not relieve or decrease the liability of Contractor hereunder.

15. **FAILURE TO DELIVER**

When Contractor fails to deliver an article or service of the quality, in the manner or within the time called for in the Contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the Contract be paid for such article or service the excess price will be charged to and collected from the Contractor or sureties on 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. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

16. **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, (a) terminate this Contract at no cost to District in accordance with Section 17 ("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.

17. TERMINATION

- A. In the event of Contractor default pursuant to Section 16 ("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, and all of the Contractor's rights hereunder ended. Termination shall be effective ten (10) days after Contractor's receipt of written notice of termination from the District delivered pursuant to Section 41 ("Notice to the Parties"). No new work will be undertaken, and no new deliveries will be made, as of the effective date of termination. 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 the termination. . However, pursuant to Section 16 ("Contractor Default; Remedies") herein, District may offset from any such amounts due Contractor any costs to District arising from Contractor's default and may otherwise demand payment from Contractor of such costs.
- 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 41 ("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 non recoverable 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.

18. 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 agents or employees 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) by Contractor or Contractor's agents or employees.

19. 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 services performed in connection with this agreement.

20. 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 or any agent or employee of 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 agents or employee 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.

21. CONFLICT OF INTEREST

- A. Contractor understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part that "[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a financial interest." (Cal. Govt. Code Section 87100 *et seq.*) Furthermore, Contractor certifies that no such current or former Board member or employee will derive any compensation, directly or indirectly, from this Agreement.
- B. Contractor also hereby certifies that to its knowledge, no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or an employee of the District within the last two years, has influenced or sought to influence the awarding of this Agreement to Contractor, except as allowed under his/her official duties. Contractor understands that any violation of this Section shall make the Agreement voidable by the District.

22. 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 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 such 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.

23. ENTIRE CONTRACT; SEVERABILITY

All of the agreements between the Parties are included herein and no warranties, expressed or implied, representations, promises or statements have been made by either Party 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.

24. MODIFICATION OF AGREEMENT

- A. No oral statement of any person whatsoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement.
- B. The Parties may amend this Agreement in writing by mutual consent, provided that such writing shall only 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 3 ("Budget and Fiscal Provisions").

25. CONTRACT INTERPRETATION; CHOICE OF LAW/VENUE

- A. Should any questions 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.

26. 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.

27. INCIDENTAL AND CONSEQUENTIAL DAMAGES

The Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions, or from the acts or omissions of its permitted subcontractor pursuant to Section 8 ("Subcontracting"). Nothing in this Section shall constitute a waiver or limitation of any rights that the District may have under applicable law.

28. 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.

29. 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, at its sole expense, any required permit(s) and license(s).

30. DAMAGES CAUSED BY CONTRACTOR

Any damage to the District's property arising from the acts or omissions of the Contractor or of Contractor's permitted subcontractor ("Subcontracting") related to the performance of this Agreement shall be repaired or replaced at Contractor's expense. Corrections shall be made within 72 hours of the incident or the District may make the repairs and back-charge the Contractor.

31. 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.

32. SUSPENSION AND DEBARMENT CERTIFICATION

On all contracts of \$100,000.00 or more for goods/services, Contractor 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). Please see attached form to be duly signed and executed along with the Contract.

33. 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.

34. 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.

35. QUALIFIED PERSONNEL

Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of the Contractor. The Contractor will conform to the District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, and shall be supervised by the Contractor. To the extent that Contractor staff member's work performance is unsatisfactory, the District reserves the right to request substitution of another staff member that would take this position and perform adequately. The Contractor agrees to replace staff members who are not performing effectively. Verification of staff members' qualifications should be made available to the District upon request.

36. 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.

37. 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, 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 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, District employees or third parties, or to property belong to any of the above.

38. 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, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The

Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five 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 agency having an interest in the subject of this Agreement shall have the same rights conferred upon the District by this Agreement.

39. **CONTRACTOR AUDIT PROCEDURES**

The District has the discretion to make price verification audits of the purchases made during the Contract year. The purpose of these verifications is to ascertain that the Contractor's actual markup does not exceed that quoted in this bid. The Contractor will furnish verification of costs for the products to be price verified. The District will give the Contractor fifteen (15) days' notice for each verification audit. The period of time for which price verification can be made will not exceed 24 months prior to the audit.

40. **CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST; TUBERCULOSIS TESTING**

Criminal Background Check

- i. 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.
- ii. 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.
- iii. Contractor will be responsible for the costs of the criminal background checks.
- iv. 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") (Attachment K).
- v. For any Contractor employees, agents or volunteers that Contractor hires/ assigns subsequent to Contractor's initial submission of the CBC/TB form to District, Contractor will conduct background checks and submit additional CBC/TB forms to District, as required.
- vi. The criminal background check requirement applies only to Contractor's employees, agents or volunteers 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 all of its employees, agents or volunteers 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.

Subsequent Arrest Notification

- i. 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.

- ii. 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.

Tuberculosis Testing

- i. 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.
- ii. The Contractor shall be responsible for the costs of the examination.
- iii. The District shall be the final arbiter of what constitutes "limited contact".
- iv. 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.
- v. Contractor must complete, sign and submit the Criminal Background Check/ Tuberculosis Clearance Written Certification Form (attached) as written certification of its full compliance with the provisions of this Section.

41. 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 of this Section, 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	Student Nutrition Services Department
------------------------	---------------------------------------

HEAD OF SITE/DEPARTMENT	Business Manager, Rajpal Bal
CONTACT PERSON	Business Manager, Rajpal Bal
STREET ADDRESS	841 Ellis Street
CITY, STATE, ZIP	San Francisco, CA 94109
TELEPHONE/FAX	T: (415) 749-3604 x 13201 F: (415) 749-3618
EMAIL ADDRESS	BalR@sfusd.edu

NOTICE TO THE DISTRICT CONTRACTS OFFICE:

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

NOTICE TO THE CONTRACTOR:

CONTRACTOR	
CONTACT NAME	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE/FAX	(TEL) (FAX)
EMAIL ADDRESS	

42. CIVIL RIGHTS ASSURANCES

[ref. FNS 113-1 Section X; Child Nutrition Programs Appendix B (D)] and Nondiscrimination Statement In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
(2) fax: (202) 690-7442; or
(3) email: program.intake@usda.gov.
This institution is an equal opportunity provider.

43. CLEAN AIR ACT

(42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

44. BYRD ANTI-LOBBYING AMENDMENT

(31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

45. DELIVERIES TO DISTRICT LOCATIONS

SFUSD is currently under contract with Revolution Foods for the provision of readymade meals and food distribution to SFUSD schools. Under this contract, Revolution Foods will deliver all items required by the District and purchased under this contract at a cost of \$37.00 per site. Should SFUSD elect to use Revolution Foods for food deliveries, the Bidder will be required to make one weekly delivery of all items ordered by SFUSD to Revolution Foods' warehouse, located at 2400 Grant Street, San Lorenzo, CA 94580. Items should be clearly labeled and palletized by school name. Bidders are required to submit a proposed competitive per site Delivery Fee in Attachment D. This per site Delivery Fee, if any, will be applied to all deliveries, be they directly to SFUSD schools or to Revolution Foods' warehouse.

If SFUSD elects, the Selected Bidder shall be responsible for delivery to all school locations designated by the District (F.O.B. Destination). Currently the District operates 1 EED Kitchen, and approximately 20 Middle and High School kitchens (Attachment I). The number and location of delivery sites is subject to change. If the Selected Bidder is also under contract with SFUSD for the provision of groceries and frozen foods to the school locations listed in Attachment G, deliveries can be aggregated on a single truck and delivery fees, if any, are subject to negotiation.

All deliveries to the EED Central Kitchen must be completed between 6:00 AM – 7:30 AM. Deliveries to the SNS middle and high school kitchens will be made between 7:00 AM – 11:00 AM, depending on the arrival time of the SNS employee in charge. Any other exceptions will be noted.

The District will provide the Vendor with a schedule of deliveries. The Vendor shall furnish all labor, materials, costs incurred and equipment necessary for the delivery of items specified herein to the District's facilities on a scheduled basis. All work shall be performed in a thorough and workman-like manner under the administration of, and to the approval of the SNS Department of the District.

Two copies of an itemized delivery form will be left with the site representative. Shortages, damaged and unacceptable items will be noted on the delivery slip. Items not accepted must not be billed to the District. The District reserves the right to reject any product. The Vendor shall notify SNS at least 72 hours prior to the regular delivery of any unfilled order to allow sufficient time to order a substitute item. Emergency next day deliveries may occasionally be required.

Should SFUSD elect to outsource site deliveries to Revolution Foods, the Vendor shall be required to make weekly deliveries of all items to Revolution Foods' warehouse located at 2400 Grant Street, San Lorenzo, CA 94580. Items should be clearly labeled and palletized by school name. Specific receiving hours will be established with Revolution Foods.

46. INVOICING

Invoices shall be summarized monthly by school in a format approved by the District representative. Summary items must be available to the District no later than the 10th working day of the month following delivery. They shall be mailed to:

Rajpal Bal, Business Manager
Student Nutrition Services
San Francisco Unified School District

841 Ellis Street
San Francisco, CA 94109

A three-part copy of the invoice shall be furnished at the time of delivery with the name of the District and school clearly stated. The person receiving the material must sign the invoice.

The invoices shall contain the following; purchase order number, site location, date, item number, SNS item number, description, commodity designation, quantity, price and extended totals. Failure to provide the above information may result in delay of payment.

Invoices shall be matched to SNS purchase order by item, quantities and case price. For any invoice that does not match, SNS will correct the invoice based on the receiving documents at time of delivery.

47. ALLOWABLE COSTS

The costs incurred by Student Nutrition Services for the benefit of school children are deemed Allowable within the National School Lunch Program. Allowable cost will be paid from the nonprofit school food service account to the Vendor net of all discounts, rebates and other applicable credits accruing to or received by the Vendor or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority [7 CFR 210.21(f)(i)]

The Vendor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or that the Vendor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification [7 CFR 210.21(f)(A)(B)]

48. PERSONNEL; VEHICLES

Contractor must assign one dedicated sales representative to assist during the life of this Contract.

Contractor shall ensure that all personnel working under this Contract shall be identified by a distinctive nameplate, emblem, patch or badge displayed on the outer garment in a visible location. Contractor shall ensure that all vehicles shall have the name of the Contractor/permitted subcontract ("Subcontracting") prominently displayed and must be currently licensed throughout the term of this Contract. Contractor shall ensure that all personnel shall be qualified and properly trained to perform the work required under this Contract. Contractor shall ensure that any unusual conditions noted by any personnel providing services under this Contract (e.g. vandalism, fire, water damage) shall be reported to the District representative. The Contractor shall ensure that at all times a sufficient number of vehicles shall be furnished and maintained to perform the work of this Contract.

49. FACILITIES

Contractor shall ensure that all personnel, equipment and storage facilities used to provide the services under this Contract shall meet all federal, state, county, and city health code requirements. Proof of current compliance must be in public view at all such facilities. Upon request, the Contractor must provide documents supporting routine pest control maintenance of all facilities, both stationary and mobile, by a certified pest control operator, that will incur clean, sound and sanitary products.

50. REPORTS

The District must know the volume, cost and variety of items delivered for its programs. Various reports will be required, at least monthly, beginning with the first full month of delivery service. Successful Contractor will be required to provide to Student Nutrition Services, no later than 10 working days after the close of the previous month, a computer-generated sales analysis. Sales analysis will be by school and by descending

dollar amount. All reports must include locations, items purchased, aggregate quantities, year-to-date purchases quantities per item and average unit cost or case cost.

51. **DOCUMENTATION**

The District may require written documentation of those items, which are covered by the Child Nutrition Program. Additional information may be required, and must be provided, upon request by the District, regarding the National Labeling and Education Act (NLEA) of 1990.

(Attachment C)

BID SHEETS

The Bid Sheets to be completed for IFB #: PPAKS-2018 Attachment C (Bid Sheets) consists of spreadsheets for items in two product groups - Groups A and B. Bidder shall complete the spreadsheet for each Group (A-B) and submit these consistent with the requirements of this Invitation for Bid.

The Attachment C (Bid Sheets) can be downloaded at:

LINK:

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

NAVIGATION:

www.sfusd.edu > Partnering with SFUSD > Current Invitations for Bids > Paper Products and Kitchen Supplies > IFB No. PPAKS-2018

(Attachment D)

DELIVERY

Fixed Delivery Fee Quote:

SFUSD is currently under contract with Revolution Foods for the provision of readymade meals and food distribution to SFUSD schools. Under this contract, Revolution Foods will deliver grocery items required by the District and purchased under this contract at a **cost of \$37.00 per site**. Should SFUSD elect to use Revolution Foods for food deliveries, the Bidder will be required to make one weekly delivery of all items ordered by SFUSD to Revolution Foods' warehouse, located at 2400 Grant Street, San Lorenzo, CA 94580. Items should be clearly labeled and palletized by school name. Please submit a proposed **competitive** per site Delivery Fee. This per site Delivery Fee, if any, will be applied to all deliveries, be they directly to SFUSD schools (Attachment G) or to Revolution Foods' warehouse.

Per Site Delivery Fee: _____

What is the minimum purchase for free delivery, if any? _____

If the purchase does not meet the minimum, what is the delivery fee per site, if any? _____

*If the Selected Bidder is also under contract with SFUSD for the provision of groceries and frozen foods to the school locations listed in Attachment G, deliveries can be aggregated on a single truck and delivery fees, if any, are subject to negotiation.

(Attachment E)

REFERENCES

REFERENCE FORM

Bidders must be qualified and experienced in the type and volume of work specified. As proof of this, bidders must provide references from at least three (3) organizations to which bidder provides, or has provided deliveries.

SFUSD requires that at least one reference is a K-12 Public School District, and prefers that all three references are K-12 Public School Districts. The contacts provided must have direct knowledge of the bidder's performance. Bidders must fill out every field in this References Form. Failure to submit this evidence may result in rejection of a bidder's bid. If bidder wishes to provide additional references meeting these requirements, a copy of this form may be used.

1. Organization (K-12 Public School District Required):

Contact (Name & Title): _____

Address: _____ City & State: _____

Telephone: _____ Email: _____

Description of the supplies and dates bidder provided to the company:

2. Organization (K-12 Public School District Preferred):

Contact (Name & Title): _____

Address: _____ City & State: _____

Telephone: _____ Email: _____

Description of the supplies and dates bidder provided to the company:

3. Organization (K-12 Public School District Preferred):

Contact (Name & Title): _____

Address: _____ City & State: _____

Telephone: _____ Email: _____

Description of the supplies and dates bidder provided to the company:

(Attachment F)

ORDERING AND PRODUCT TRACKING QUESTIONNAIRE

1. Please briefly describe your company's order system below. **Please attach a training guide or screen shot of your system to this form.**
 - a. How do customers place orders?
 - b. Does your order system enable the creation of unique order guides? (Example: Can elementary and secondary schools access distinct order guides?)
 - c. Does your order system allow managers or clerks to approve orders placed by site staff before they are final?
 - d. Is your order system compatible with OneSource? If not, how would you integrate your system with the SFUSD system?

2. How does your company manage inventory? What systems or tools do you employ to forecast product volumes?
 - a. How does your company manage out of stock items? What strategies do you employ to minimize out of stocks?

(Attachment G)

DELIVERY LOCATIONS

MIDDLE SCHOOL		
School	Address	Phone
AP Giannini	3151 Ortega Street San Francisco, CA 94122	(415) 759-2779
Aptos	105 Aptos Avenue San Francisco, CA 94127	(415) 469-4525
Everett	450 Church Street San Francisco, CA 94114	(415) 241-6353
Herbert Hoover	2290 14th Avenue San Francisco, CA 94116	(415) 759-2791
James Denman	241 Oneida Street San Francisco, 94112	(415) 469-4545
James Lick	1220 Noe Street San Francisco, CA 94114	(415) 695-5970
Marina	3500 Fillmore Street San Francisco, CA 94123	(415) 749-3504
Martin Luther King	350 Girard St, San Francisco, CA 94134	(415) 330-1500
Presidio	450 30 th Ave. San Francisco, CA 94121	(415) 750-8444
Roosevelt	460 Arguello Boulevard San Francisco, CA 94118	(415) 750-8454
Willie Brown	2055 Silver Ave, San Francisco, CA 94124	(415) 204-2585
Ruth Asawa School of the Arts / McAteer*	555 Portola Dr, San Francisco, CA 94131	(415) 695-5700

*Current EED Location

HIGH SCHOOL		
School	Address	Phone
Abraham Lincoln	2162 24th Avenue San Francisco, CA 94116	(415) 759-2716
Balboa	1000 Cayuga Street San Francisco, CA 94112	(415) 452-4631
Galileo	1150 Francisco Street San Francisco, CA 94109	(415) 749-3450
George Washington	600 32nd Avenue San Francisco, CA 94121	(415) 750-8413
June Jordan	325 La Grande Avenue San Francisco, CA 94112	(415) 496-4587
Lowell	1101 Eucalyptus Drive San Francisco, CA 94132	(415) 759-2748
Mission	3750 18th Street San Francisco, CA 94114	(415) 241-6341
Philip Sala Burton	400 Mansell Street San Francisco, CA 94134	(415) 469-4570
Thurgood Marshall	45 Conkling Street San Francisco, CA 94103	(415) 695-5613

(Attachment H)
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 _____, 2017.

(Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

(Title)

SIGNATURE EXECUTED IN BEHALF OF SURETY MUST HAVE PROPER ACKNOWLEDGEMENT.

(Attachment I)

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CRIMINAL BACKGROUND CHECK/TUBERCULOSIS CLEARANCE WRITTEN CERTIFICATION FORM

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

*Provided for reference only; the provisions of the Agreement shall control in the event of a conflict with the language of this form.

Contractor shall check the applicable boxes and fill in any applicable blanks.

CRIMINAL BACKGROUND CHECK		
1.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will 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 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

SLT Member Signature Date

Print name of Signatory

Print name of Administrator

Print name of Superintendent's Leadership Team Member

(Attachment J)
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 "Paper Products and Kitchen Supplies Contract"); and

WHEREAS, Contractor is required by the terms of the Paper Products and Kitchen Supplies Contract to furnish a bond for the faithful performance of all terms and conditions of the Paper Products and Kitchen Supplies 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 Paper Products and Kitchen Supplies Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Paper Products and Kitchen Supplies Contract, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
 - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Paper Products and Kitchen Supplies Contract; and
 - 3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Paper Products and Kitchen Supplies Contract, to Surety in accordance with the terms of the Paper Products and Kitchen Supplies Contract or to a contractor selected to perform the Paper Products and Kitchen Supplies Contract in accordance with the terms of the Paper Products and Kitchen Supplies 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 Paper Products and Kitchen Supplies Contract; or
 - 4.2 Undertake to perform and complete the Paper Products and Kitchen Supplies 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 Paper Products and Kitchen Supplies Contract, arrange for a contract to be prepared for execution by District and the Contractor selected with District's concurrence, to be

secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Paper Products and Kitchen Supplies 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 Paper Products and Kitchen Supplies 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 Paper Products and Kitchen Supplies Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Paper Products and Kitchen Supplies 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 Paper Products and Kitchen Supplies 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 Paper Products and Kitchen Supplies 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 Paper Products and Kitchen Supplies 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 Paper Products and Kitchen Supplies 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 Paper Products and Kitchen Supplies 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 Paper Products and Kitchen Supplies 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 Paper Products and Kitchen Supplies Contract.

- 11.2 Paper Products and Kitchen Supplies 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 Paper Products and Kitchen Supplies 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 K)

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.)

- I. 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.
- II. 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

III. 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 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 L)**CONTRACTOR RESPONSIBILITY QUESTIONNAIRE**

In the past five years, has your firm been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below? If **yes**, please explain the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

If **yes**, please explain the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.