AGREEMENT FOR MEAL PREPARATION AND DELIVERY SERVICES

CONTRACT NUMBER __________

This Agreement for Meal Preparation and Delivery Services ("Agreement" or "Contract") is made as of the _____ day of _____________ in the year 20__, between the San Francisco Unified School District ("District") and ____________________ ("Vendor"). The District and Vendor may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional nutrition services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such nutrition services and advice and the Vendor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Vendor agrees to perform the nutrition services described in this Agreement in accordance with the standards of its profession, to District’s satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. SERVICES. Vendor shall furnish to the District the following services, as more fully described in APPENDIX "A," attached hereto and incorporated herein by this reference ("Services" or "Statement of Work"):  
2. TERM; EFFECTIVE DATE; AMOUNT OF AGREEMENT. The term of this Agreement ("Term") shall be for one (1) year, commencing July 1, 20__, and upon satisfactory performance may be extended for up to four (4) additional one-year terms, as set forth in the approved Board of Education resolution authorizing this Agreement and any annual extensions, and shall remain in effect unless terminated earlier pursuant to this Agreement. The District shall have options to extend the term of this Agreement, under the same terms and conditions of this Agreement, for the four annual periods ending no later than June 30, 20__, with said extensions to be exercised at the sole discretion of the District. Vendor shall execute with the District a written amendment to effectuate any such extension(s) that the District may exercise. This Agreement shall be effective 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. The not-to-exceed 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 Vendor’s Fee Schedule and the pricing provisions set forth in this Agreement. It shall be the responsibility of the Vendor to ensure that the approved not-to-exceed amount of the Agreement is not exceeded.

3. FEE SCHEDULE. District agrees to pay the Vendor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in APPENDIX “B,” and up to a maximum amount not-to-exceed [INSERT PRICE IN WORDS]($____________________) ("Contract Price"). District shall pay Vendor only for all undisputed amounts in installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made.

4. AVAILABILITY OF FUNDS; BUDGET AND FISCAL PROVISIONS; TERMINATION IN THE EVENT OF NON-APPROPRIATION.
   a. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement.
   b. The amount of the District’s obligation hereunder shall not at any time exceed the amount herein stated.
   c. The District has no obligation to renew this Agreement after expiration of its term.
   d. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
   e. Vendor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

5. DISALLOWANCE.
Attachment “1”

6. **SUBMITTING FALSE CLAIMS; MONETARY PENALTIES.**
   Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a Vendor, 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.

7. **DEFINITION OF PRICE.** Vendor's fixed per- serving price to District shall be inclusive of the costs to Vendor of all meals and meal components (except milk beverage containers which the District shall provide separately), packaging, freight, and delivery to Vendor’s distribution center along with all other related costs including condiments, utensils, serving trays and napkins, as required to be served in all child nutrition programs and consistent with the approved menu cycle.

8. **INDEFINITE QUANTITY BID/CONTRACT.** Any estimated quantities are approximate only. Provision of the products hereunder shall be required as ordered and at the times required herein during the term of this Contract. The District does not guarantee a minimum of orders nor shall the District be required to limit its orders. Vendor shall allow unlimited orders within the term of the Contract at the prices listed on Exhibit “B” Fee Schedule and as amended pursuant to Section 11. (”Price Adjustments”). District reserves the right to make purchases of products from other than the Vendor when District determines that such articles are immediately needed or that is obviously not practical to purchase against the Contract.

9. **DISCREPANCIES BETWEEN UNIT PRICE AND EXTENSION.** The fixed-per-serving-price listed on Exhibit “B” Fee Schedule will prevail. If there is a discrepancy in the fee schedule that is not equal to the quantity times the per-serving price, the District will correct the mistake by inserting the correct extension of the quantity times the per-serving price and arrive at a new extension and a new total, which will be the basis of the Contract.

10. **FIRM PRICES.** Prices/quotations must be firm. Prices will be in effect for the term of the Contract, including any extensions hereto, unless otherwise provided for herein. Prices/quotations can be modified only with written approval from the District.

11. **PRICE ADJUSTMENTS.** The not-to-exceed amount of this Agreement may, as applicable, be increased or
Attachment “1”

decreased after the initial term of this Agreement and any extension this Agreement pursuant to Section 5 ("Term; Effective Date; Amount of Agreement), provided that any such increase or decrease is executed, approved, and certified pursuant to the terms of this Agreement. Any requested price increase or decrease must be properly documented and submitted in writing by Vendor to the District's Director of Student Nutrition Services no less than sixty (60) days prior to the anniversary of the date of the commencement of the initial term of this Agreement, and prior to such anniversary date of any extension of this Agreement thereafter. The percentage increase shall not exceed the All Consumer Price Index (CPI) of the San Francisco Metropolitan Area, as reported by the U.S. Department of Labor for the June-to-June period immediately preceding the adjustment date. In no event shall the increase exceed five percent (5%). Vendor will be required to present documentation sufficient to justify any proposed percentage price increase.

12. **PAYMENT FOR SERVICES RENDERED.** The District agrees to pay, and the Vendor agrees to accept as full payment for its performance of this Agreement, the Vendor's fixed per-meal price for meals 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 and certified by the District's Chief Financial Officer. Payment to the Vendor by the District will be made in arrears for meal services provided as ordered by the District pursuant to this Agreement, and after receipt of properly documented invoices, submitted by Vendor on an invoicing form acceptable to the District pursuant to Section 15 ("Invoicing"). The District shall use its best efforts to notify Vendor within ten (10) business day after receiving Vendor’s invoice of any invoice discrepancies and/or disputes.

13. **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 Vendor must comply with such Change orders, accept 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, Vendor shall not implement such Change unless pursuant to a written instrument executed, approved, and certified as provided for in Section 27 ("Modification of Agreement). It shall be the responsibility of the Vendor to ensure that the not-to-exceed amount of the Agreement, pursuant to Recital Section 3 is not exceeded. Any products or services provided in excess of said amount shall not be compensated.

14. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK.** No payment shall in any way lessen the liability of Vendor 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 Vendor without delay at no additional cost to the District. The District shall use its best efforts to notify Vendor within ten (10) business day after receiving Vendor’s invoice of any invoice discrepancies and/or disputes. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

15. **INVOICING.**
   a. Vendor shall submit invoices weekly in arrears, detailing and aggregating the meal services satisfactorily provided during that billing week. The invoices shall contain the following information: invoice, date of invoice, item number and description for every item, commodity designation, quantity, unit price and extended totals. Vendor shall detail in the invoices all applicable deductions from the per-serving price to District, and/or apply all applicable credits as detailed in this contract.
   b. Vendor shall provide such invoices to the District no later than 5:00 PM on the fifth (5th) working day following the end of the billing week, unless another timeframe is agreed to in writing by the District.
   c. Vendor shall submit invoices electronically to the following District representative or as otherwise designated in writing:

   Director Student Nutrition Services  
   San Francisco Unified School District  
   841 Ellis Street  
   San Francisco, CA 94109  
   Email:
d. Vendor shall deliver copies of all Delivery Slips for each route and for each school day of the billing week. Each such Delivery Slip must have been signed pursuant to Exhibit “A”, Section 2.2 (“Performance Logistics”) as supporting documentation for meal services rendered.

e. A copy of every signed delivery slip shall be retained by the Vendor for Vendor's records and in the event that an audit or other need for a copy should arise.

f. Vendor shall provide to District a monthly activity report of USDA Foods usage on a monthly basis at no additional charge and include the following information: beginning Inventory, monthly usage/draw down and ending inventory.

g. Vendor’s failure to provide satisfactory invoicing and supporting information and documentation as required may result in delay of payment or non-payment.

16. TAXES; PAYMENT OF TAXES. The District is exempt from federal excise tax except on articles for resale. Vendor will enter state and local sales or use tax, and excise tax if applicable on invoices. 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 Vendor and at no additional cost to the District.

17. SUBCONTRACTING. Vendor shall not subcontract the entirety of or a majority of, the services to be provided under this Agreement. Vendor is permitted to enter into subcontracts in the performance of a minor portion of this Agreement with the prior written consent of the District. If the Vendor will subcontract a minor portion of this Contract, Vendor shall comply with the provisions of this Section 12 and shall ensure that its subcontractor shall comply with all applicable requirements of this Contract including but not limited to Section 17 (“Insurance”), Section 35 (“Qualified Personnel) and Section 43 (“Facilities”). Vendor is prohibited from subcontracting this Contract, or any portion of this Contract, without the prior written consent of the District. Vendor remains responsible for the fulfillment of all obligations and requirements under this Agreement. 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.

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

19. CONSULTATION SERVICES; OWNERSHIP OF RESULTS. The Vendor 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. Any interest of the Vendor in reports, studies, memoranda, computation sheets or other documents prepared by the Vendor in connection with such services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Vendor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent Vendor's use does not violate Section 25 (“Proprietary or Confidential Information of the District) of this Agreement.

20. INDEPENDENT CONTRACTOR

a. Vendor or any agent or employee of Vendor shall be deemed at all times to be an independent contractor and not an employee of the District. Vendor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Vendor or its agents and employees.

b. Any terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of Vendor’s work only, and not as the means by which such a result is obtained. The District does not retain the right to control the means or the method by which Vendor performs work under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Vendor or its agents and employees.

c. If any governmental authority should, nevertheless, determine that Vendor is an employee, then the District’s payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Vendor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement. Vendor shall refund any amounts necessary to effect such reduction.

21. SCHEDULE FOR IMPLEMENTATION. Should the District not approve the Vendor's schedule for implementation, Vendor shall work in good faith to resolve any differences and shall, in all cases, implement
the Contract in compliance with the terms and conditions of this Contract.

22. **INDEMNIFICATION.** Vendor 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 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 by Vendor and/or Vendor’s agents, 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 Education Code section 45125.1 and/or disclosure of confidential information which might be obtained by Vendor or Vendor’s agents in the performance of this Agreement. Notwithstanding the foregoing, Vendor 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 Vendor or Vendor’s agents.

23. **INSURANCE.** Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Vendor, his or her agents, representatives or subcontractors. Specifics regarding the amount and type of insurance are set-forth in the attached APPENDIX C (“Insurance Requirements”).

24. **PERFORMANCE BOND.** Within fifteen (15) days after notification of intent to award the Contract, the successful Vendor must provide to the District a performance bond equivalent to twenty percent (20%) of the estimated annual contract value. The performance bond shall be for one (1) year, renewable yearly thereafter upon notification of an annual contract extension under Section 2. The performance bond shall be in the District’s form, provided to contractor upon notification of intent to award. [See APPENDIX “D”]

25. **LIABILITY OF DISTRICT.** DISTRICT’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED TO CONTRACTOR UNDER THIS AGREEMENT. DISTRICT SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, IN CONNECTION WITH THIS AGREEMENT.

26. **FAILURE TO DELIVER.** When Vendor fails to deliver an article or service of the quality, in the manner, or within the time called for in this Agreement, the District may purchase such article or service from any source and if a greater price than that named in the Contract is paid for such article or service the excess price will be charged to and collected from the Vendor or sureties on Vendor’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.

27. **DEFAULT.** Vendor shall be in default if Vendor: (a) fails to perform any term, covenant, or condition contained in this Agreement; (b) files or is the subject of a petition for bankruptcy or insolvency; or, (c) has a court-ordered receiver or trustee appointed with respect to Vendor’s assets.

28. **REMEDIES.** If a default has occurred and is continuing, the District may, in its sole discretion, and individually or in combination with any other remedy:
   a. Terminate this Agreement upon ten or fewer days’ written notice at the discretion of the District. District shall specify the date of termination in its written notice of termination for default. Vendor shall be paid for services satisfactorily rendered through the date of termination;
   b. Offset the amount of any outstanding liability of Vendor against funds otherwise due and owing hereunder or any other agreement with Vendor;
   c. Withhold funds due hereunder;
   d. Cure the default, in which event all amounts expended by the District in effecting such cure shall be payable upon demand, with interest from the date of incurrence at the maximum rate permitted by law; and/or
   e. Exercise any other remedy available by law.
29. **TERMINATION.**

a. It is expressly understood and agreed that in an Event of Default by the Vendor under this Agreement, this Agreement may be terminated for cause by the District and all the Vendor’s rights hereunder ended. Termination for cause shall be upon ten (10) days written notice, and no work will be undertaken by Vendor after receipt of the notice of termination for cause, with the exception of actions necessary to effectuate the termination.

b. It is further understood and agreed that the District may terminate this Agreement for the District’s convenience and without cause at any time by giving the Vendor thirty (30) days written notice of such termination.

c. Upon receipt of any notice of termination of this Agreement, Vendor shall commence and perform, with diligence, all actions necessary on the part of Vendor to effect the termination of this Agreement on the date specified by District in a manner that minimizes the liability of Vendor and District to third parties as a result of termination. All such actions shall be subject to prior approval by District and shall include, without limitation: canceling orders, assigning interests to the District, settling outstanding liabilities and claims, securing and safe-guarding District property, and halting or completing services in the manner specified by the District.

d. In no event shall District be liable for costs incurred by Vendor or any of its subcontractors after the effective date of termination, except for those costs specifically approved by the District as necessary to effect the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys’ fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest.

e. Within thirty (30) days after the effective date of termination, the Vendor will submit an itemized invoice detailing the unpaid costs incurred for the services rendered pursuant to this Agreement up to the effective date of termination. The District’s payment obligation under this Section shall survive termination of this Agreement. Upon payment of approved charges under such invoice by the District, the District shall be under no further obligation to the Vendor, monetarily or otherwise.

28. **NOTICES.** Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the Party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such Party as follows:

**NOTICE TO THE DISTRICT:**

<table>
<thead>
<tr>
<th>SITE/DEPARTMENT</th>
<th>Error! Reference source not found.</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEAD OF SITE/DEPARTMENT</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON</td>
<td></td>
</tr>
<tr>
<td>STREET ADDRESS</td>
<td></td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
<td>San Francisco, CA</td>
</tr>
<tr>
<td>TELEPHONE</td>
<td>(415)</td>
</tr>
<tr>
<td>EMAIL ADDRESS</td>
<td></td>
</tr>
</tbody>
</table>

**NOTICE TO THE CONTRACTOR:**

<table>
<thead>
<tr>
<th>CONTRACTOR NAME</th>
<th>ERROR! REFERENCE SOURCE NOT FOUND.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT PERSON</td>
<td></td>
</tr>
<tr>
<td>STREET ADDRESS</td>
<td></td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE</td>
<td>( )</td>
</tr>
<tr>
<td>EMAIL ADDRESS</td>
<td></td>
</tr>
</tbody>
</table>

With Copy to:
San Francisco Unified School District
Contracts Office
Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section.

29. **CRIMINAL BACKGROUND CHECK/SUBSEQUENT ARREST NOTIFICATION REQUIREMENTS**

a. **Criminal Background Check**

1) Throughout the term of this Agreement, if Vendor or any of its employees, agents or volunteers that Vendor hires or assigns, will have more than limited contact with SFUSD students, Vendor is required to comply with the criminal background check provisions of Education Code Section 45125.1. Vendor must conduct criminal background checks through the California Department of Justice (CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks, and must obtain subsequent arrest notification (as below), for all Vendor employees, agents, and volunteers who will have more than limited contact with District students pursuant to this Agreement.

2) Vendor certifies that no Vendor employee, agent or volunteer who has been convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Vendor’s proximity to children or services to the District inappropriate, shall have contact with District students under this Agreement. This prohibition does not apply to an employee, agent or volunteer who 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 Education Code Section 45122.1.

3) It is the Vendor’s sole responsibility to comply with the CDOJ fingerprint and criminal background investigation requirements and maintain compliance throughout the duration of this Agreement.

4) The District will not be responsible for the costs of the criminal background checks.

5) Vendor’s employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check and subsequent arrest notification requirements.

6) If Vendor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students, the District Administrator supervising this Agreement will be required to affirm that Vendor has correctly disclosed the level of student contact associated with the services provided under this Agreement. The District’s determination shall control.

b. **Subsequent Arrest Notification**

1) In addition to the initial criminal background check, Vendor will obtain from CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have more than limited contact with District students pursuant to this Agreement. District shall not be responsible for the costs associated with the subsequent arrest notifications.

2) Upon receipt of notice that any of its employees, agents, or volunteers who will have more than limited contact with District students pursuant to this Agreement has been arrested or convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, or a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Vendor’s proximity to children or services to the District inappropriate Vendor will immediately prohibit such employee, agent, or volunteer from having any contact with District students pursuant to this Agreement, and Vendor will immediately notify the District of such arrest.
3) Without limiting any other available legal remedies, failure by Vendor to comply with this Section may result in termination of this Agreement at the District’s sole discretion.

c. Vendor certifies that it will comply with all CDOJ fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq., and maintain compliance throughout the duration of this Agreement with SFUSD.

d. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

30. **TUBERCULOSIS SCREENING REQUIREMENTS**

a. California law requires that school consultants working with students be free of infectious tuberculosis (TB).

b. If Vendor, its employees and/or sub-Contractors (“Vendor Parties”) shall or may be on a District school site and have contact with District students three or more times per month during the term of this Agreement, then Vendor shall at all times during the duration of the Agreement maintain compliance with the tuberculosis (“TB”) certification requirements as set forth herein.

c. Vendor shall maintain on file documents confirming that Vendor Parties received a TB test or TB assessment that complies with the requirements of California Education Code section 49406. These documents shall be regularly maintained and updated by Vendor and shall be available to District upon request or audit. Vendor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied.

d. All costs to comply with the TB certification requirements are the Vendor’s responsibility.

e. Vendor shall indemnify, defend and hold harmless the District and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any failure to comply with these TB certification requirements.

f. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

31. **CALIFORNIA STATE TEACHERS RETIREMENT SERVICES - POSTRETIREMENT EARNINGS LIMIT**

a. A school district is required to report post-retirement earnings to CalSTRS for retired members who perform creditable service whether the retired member was compensated as an employee of the district, independent contractor or employee of a third party.

b. When a retired member's earnings exceed the fiscal year limitation, their retirement benefit will be reduced by the amount earned over the annual limit.

c. The amount reduced may be equal to their monthly retirement benefit payable but shall not exceed the annual retirement benefit payable to the member.

d. Vendor certifies that it is cognizant and fully informed of regulations regarding Postretirement Earnings Limits applicable to retirees from California State Teachers Retirement Services (CalSTRS). (California Education Code Sections 22714, 24114, 24116, 24214, 24214.5 and 24215.)

e. Vendor certifies that none of Vendor’s employees (or owners) are retired members of CalSTRS. If Vendor is unable to so certify, Vendor shall inform the District if owner and/or their employees it is a retired member of CalSTRS before receiving payment for services under this Agreement, and all post-retirement earnings shall be reported to CalSTRS.

f. Vendor shall indemnify, defend (by counsel reasonably acceptable to the District) and hold harmless the District and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any failure to adhere to CalSTRS regulations applicable to retirees Postretirement Earnings Limit.

32. **CONFLICT OF FINANCIAL INTEREST**

a. It shall be Vendor’s responsibility to know, and comply with, all requirements of California law pertaining Conflicts of Financial Interest in contracting with public agencies. It is the obligation of the Vendor 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 Vendor. Vendor is responsible to notify the District immediately if it finds that a potential conflict may exist.

b. Vendor certifies that it has read, understood and will comply with conflict of interest laws and regulations, set-forth in Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270 / Conflict of Interest.

c. Vendor certifies that it is familiar with the provisions of set-forth in Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270; 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. Please refer to the following links for the complete text of Board Rule and Procedure 9270 and Appendix to Board Rule and Procedure 9270: (right click to open link)
http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AGUTL477D602
http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AWU6KM1553E4

d. Vendor certifies that none of Vendor’s employees (or owners) are also current SFUSD employees or Board members, or former SFUSD employees or Board members within the last one (1) calendar year from the Effective Date of this Agreement. If Vendor is unable to so certify, it must identify the current of former owners, employees or Board members in the table provided in Appendix A,

33. NON DISCRIMINATION
The District is committed to providing equal opportunity for all individuals in education. Vendor understands and agrees that in providing services to the District, it is Vendor’s obligation to comply with Board Policy 0410 / Nondiscrimination in District Programs and Activities, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services Vendor will provide to the District under this Agreement include the provision of services to students, Vendor further understands and agrees that, in providing such services to the District, Vendor shall comply with Board Policy 6141 / Curriculum Development and Evaluation, which recognizes that the District’s curriculum may sometimes include instruction related to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. The services provided by Vendor shall not reflect adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. By signing this Agreement, Vendor certifies that its programs, activities, and practices are free from discrimination and that it shall strictly adhere to and comply with District policies. Please refer to the following links for the complete text of Board Policy 0410 and Board Policy 6141: (right click to open link)
http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=B4T49X7AED0E
http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AGP2W9042347

34. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION
a. Vendor understands and agrees that, in connection with this Agreement, the Vendor may have access to proprietary and/or confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its employees or students. Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability. Consequently, Vendor agrees that all information disclosed by the District to the Vendor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.

b. Vendor 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 student records,
including but not limited to California Education Code sections 49073 and sequential. Vendor is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws otherwise permits access to confidential student information applies. **Even if access is permitted, Vendor shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement.** Vendor shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.

c. **Use of Confidential Student Data for Program Evaluation/Studies.** Vendor's access to and use of confidential student data for purposes other than provided for under this Agreement requires prior written approval from the District's Office of Research, Planning and Accountability (“RPA”). Vendor must complete and submit a Research Application to RPA and if RPA approves the Research Application, Vendor must also execute a Data Use and Confidentiality Agreement (“DUA”) with RPA.

d. **Within thirty (30) days of the termination or expiration of this Agreement, if no subsequent agreement is in place between the Parties to allow Vendor to have access to the District's confidential student data, then any such data that is in the possession of Vendor shall be confidentially and securely returned to District in all forms in which the Vendor is holding such data, including, if applicable, in a computer-readable format.** Once such data is received by District, and, if applicable, District confirms that the computer-readable format is indeed readable, Vendor shall securely destroy any remaining copies of the data that it holds in any form or media within fourteen (14) days of such confirmation from District. Vendor shall destroy all such data utilizing a method of secure destruction that renders such information unreadable, such as shredding or burning, erasure of magnetic media, electronic deletion using file shredding software, or other industry-standard method of secure destruction. Upon request, Vendor shall provide District with written certification that such destruction has occurred.

e. The confidentiality provisions of this Section shall survive the termination or expiration of this Agreement.

35. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.** Vendor 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 or subcontractor, must be accessible to the disabled public. Vendor 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 including without limitation Section 504 of the Rehabilitation Act. Vendor 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 Vendor, its agents or assigns will constitute a material breach of this Agreement.
Attachment “1”

(800) 877-8339. Additionally, program information may be made available in languages other than English.

iii. 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.

b. 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).

c. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


e. For cost-reimbursable contracts:

i. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor 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)]

ii. The contractor 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 contractor 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)]

iii. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the
Attachment “1”

credit.

iv. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract. [7 CFR 210.21(f)(v)]. [7 CFR 210.21(f)(iv)].

v. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department. [7 CFR Part 210.21(f)(vi)].

38. OWNERSHIP OF RESULTS. Any newly-developed plans, specifications, studies, reports, memoranda, computation sheets, computer data files or other materials in any form or media prepared by Vendor in connection with services performed under this Agreement ("Results") shall be the property of and be promptly transmitted to the District. The District hereby grants to Vendor a non-exclusive, irrevocable, royalty-free license to reproduce, modify, edit, create derivative works based on, and otherwise use the Results. The Parties acknowledge and agree that the Vendor retains and exclusively owns all rights, title and interest in and to the intellectual property rights owned or developed by the Vendor prior to the date of this Agreement or outside of the scope of the services provided pursuant to this Agreement.

39. AUDIT AND INSPECTION OF RECORDS. Vendor agrees to maintain and to permit the District to audit, examine and make copies, excerpts and transcripts of all records including without limitation accurate accounting books and records, invoices, timesheets, documents, reports, student records, payroll and personnel records and other materials and data related to Vendor’s performance of this Agreement, whether funded in whole or in part under this Agreement. The Vendor shall maintain such records and data in an accessible location and condition for a period of not less than five (5) years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

40. 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.

41. MODIFICATION OF AGREEMENT. No oral statement of any person whosoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement. 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.

42. CONTRACT INTERPRETATION; CHOICE OF LAW; VENUE. 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. 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.

43. INCIDENTAL AND CONSEQUENTIAL DAMAGES. VENDOR SHALL BE RESPONSIBLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING IN WHOLE OR IN PART FROM THE ACTS OR OMISSIONS OF VENDOR, 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.

44. LAWS AND REGULATIONS. In the performance of this Contract, Vendor 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 Vendor to obtain, at its sole expense, any required permit(s) and license(s).

45. DISPUTE RESOLUTION. Prior to any action or resort to any other legal remedy, District and Vendor agree to
exercise reasonable efforts and to negotiate in good faith to resolve to the satisfaction of the Parties any dispute that may arise concerning the performance by either Party of its obligations under this Agreement.

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

47. **SUSPENSION AND DEBARMMENT CERTIFICATION.** A Vendor 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, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Vendor shall submit with the Contract a completed Suspension and Debarment Certification.

48. **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.

49. **DISTRICT WAIVER.** District’s waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

50. **QUALIFIED PERSONNEL.** Work under this Agreement shall be performed only by personnel who have been trained, qualified, as applicable, appropriately certified and/or licensed, under the supervision of and/or in the employment of the Vendor.

51. **DRUG FREE WORKPLACE POLICY.** The Vendor 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 Vendor, its employees, agents or assigns shall be deemed a material breach of contract.

52. **FACILITIES.** Vendor’s employees and agents, and all equipment and facilities used by Vendor, or its agents, to provide services under this Agreement shall meet all applicable federal, state, county, and city health code or other requirements. Proof of current compliance must be in public view at the Vendor’s or its agent’s facilities, and Vendor shall provide copies to District upon request. District reserves the right to conduct facilities sites visits announced or unannounced, of all such Vendor/agent facilities.

53. **FORCE MAJEURE CLAUSE.** Vendor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Vendor.

54. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

55. **BINDING CONTRACT.** This Contract shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.

56. **INVALID TERM.** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be

Page 13 of 34
deemed not to be a part of this Contract.

57. **USE OF NAME; MARKETING.** Excluding a simple statement or acknowledgement that Vendor has a written agreement with the District, Vendor will not use the name, marks or logos of the District in any planned advertisement, press release, or other planned publicity or marketing materials, in any form or media, without the prior written approval of the District. Notwithstanding the foregoing provisions of this Section, nothing in this Section shall infringe upon the First Amendment rights of either Party.

58. **SECTION HEADINGS.** The section headings contained herein are for convenience of reference only and are not intended to define the scope of any provision of this Agreement.

59. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by the Parties to this Agreement.

60. **EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS.**
   a. Original copies of this Agreement shall be executed by the respective Party's authorized signatories.
   b. This Agreement 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 signed by each of the Parties and delivered to the other.

61. **SEVERABILITY.** If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

62. **APPENDICES.** The Appendices set-forth below and attached hereto are an integral and definitive part of this Agreement and are incorporated in their entirety herein into this Agreement by this reference. In signing this Agreement, Vendor certifies that it will comply with all laws, regulations, and SFUSD Board Policies; affirms that it is familiar with the laws, regulations, and SFUSD Board Policies referenced in the Agreement and the Appendices; certifies that it does not know of any facts that constitute a violation of any such laws, regulations, and SFUSD Board Policies contained therein; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.

<table>
<thead>
<tr>
<th>Appendix A - Scope of Work or Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix B - Schedule of Fees and Charges</td>
</tr>
<tr>
<td>Appendix C - Insurance Requirements</td>
</tr>
<tr>
<td>Appendix D – Performance Bond</td>
</tr>
<tr>
<td>Appendix E – Vendor Proposal</td>
</tr>
</tbody>
</table>

Continued on following page
63. **STUDENT CONTACT DISCLOSURE**

Will Vendor have **MORE THAN LIMITED CONTACT or FREQUENT OR PROLONGED CONTACT** with District students in the performance of this Agreement?  
*Check one:*

- [ ] YES
- [ ] NO

If YES, Vendor must comply with the requirements of Sections 18 and 19 prior to Board ratification or approval.

I have reviewed and affirm that the Vendor has correctly disclosed the level of student contact associated with the services provided under this Agreement.

<table>
<thead>
<tr>
<th>INSERT NAME OF SITE/DEPT ADMINISTRATOR</th>
<th>INSERT TITLE OF SITE/DEPT ADMINISTRATOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: INSERT DATE SIGNED

IN WITNESS WHEREOF the Parties hereto have executed this Agreement, to be effective upon approval or ratification by the District’s Board of Education on ____________.

Error! Reference source not found.

APPROVED:

BY: ________________________________  
Authorized Signature

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: ________________________________  
INSER NAME  
Deputy Superintendent, INSERT DEPT  
Chief, INSERT DEPT  
Assistant Superintendent, INSERT DEPT

RECOMMENDED:

BY: ________________________________  
Signature of Site/Dept. Administrator

APPROVED AS TO FORM:

BY: ________________________________  
Senior Deputy General Counsel  
(N/A if < bid threshold limit)

BY: ________________________________  
Meghan Wallace  
Chief Financial Officer

BY: ________________________________  
Contracts Office
TAXPAYER INFORMATION – W9

Form W-9 (Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

1. Name (As shown on your income tax return) **Name is required on this line; do not leave this line blank.**

2. Business name /disregarded entity name, if different from above

   **Error! Reference source not found.**

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes:

   - Individual/sole proprietor or C Corporation S Corporation Partnership
   - Trust/estate
   - single-member LLC
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
   - Other (see instructions) ▶

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

   - Exempt payee Code (if any)
   - Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.) See instructions.

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part 1, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN later.

Note. If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give The Requester for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 

3. I am a U.S. citizen or other U.S. person (defined below).

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting, is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II later.

<table>
<thead>
<tr>
<th>Sign Here</th>
<th>Signature of U.S. person</th>
<th>Date</th>
</tr>
</thead>
</table>

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9, and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN) or employers identification number (EIN) to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later. (refer to http://www.irs.gov/pub/irs-pdf/fw9.pdf)
APPENDIX A

STATEMENT OF WORK or SERVICES

1. MEALS

1.1. Healthy Hunger-Free Kids Act Requirements. Vendor shall ensure that all meals furnished meet or exceed the U.S. Department of Agriculture (USDA) requirements under the 2010 version of Healthy Hunger Free Kids’ Act (HHFKA) for the following child nutrition programs including School Breakfast, National School Lunch, Afterschool Snack, and At Risk After School Meals.

1.2. SFUSD Nutrition Standards (2019). Vendor shall ensure that all meals furnished meet or exceed the District’s Nutrition Standards and Guidelines as set-forth in Attachment 9 to the RFO/P, incorporated herein by reference.

1.3. Menu Cycle; Ingredients Data; Nutritional Analysis. Vendor shall provide for SOW 1: a 10-day regular menu cycle and a 5-day gluten free and 5-day dairy free menu cycle detailing all meal services to be provided; for SOW 2: at 15-day regular menu cycle and a 5-day gluten free and 5-day dairy free menu cycle detailing all meal services to be provided; each SOW should also include ingredients lists for all items in the menu cycle, and complete nutritional analysis for the 15/10-day menu cycle demonstrating that all meals furnished meet or exceed the 2010 HHFKA requirements (“Healthy Hunger-Free Kids Act Requirements”) and SFUSD Nutrition Standards. In addition, Vendor shall make all efforts to provide variety for students with special diets and dietary restrictions. Vendors shall provide the information required in the immediately preceding sentence with the bid response. To determine meal requirements and equivalents met by each item and compliance with HHFKA, Vendor/Vendors shall refer to the most current version of the Food Buying Guide for Child Nutrition Programs (Program Aid Number 1331), most recently revised in 2012, or any official updates thereafter.

1.4. Offer vs. Serve. Vendor shall ensure that all meals furnished comply with the offer platform of "Offer vs. Serve" pursuant to the USDA-approved Food-Based Menu planning platform with meal sizes of K-5, 6-8, and 9-12. Under Offer vs. Serve, students may not decline more than two (2) food items at lunch and one (1) food item at breakfast and must select one (1) fruit or vegetable at each meal.

1.5. HHFKA 6 Cents Reimbursement. In order to certify compliance with the new USDA meal pattern under HHFKA, the Contract shall provide, for each type of menu, information that is required for obtaining the additional 6 cents reimbursement: 1-week menu for each tiered menu; portion size for all reimbursable menu items, contribution information for each menu item (CN Label, USDA Food Fact Sheet if applicable).

1.6. School Data. Vendor will be responsible to provide all meals, including all meal components, for approximately 180 school days per school year and for SOW 2 only 20-45 school days per summer, pursuant to the District’s current school calendar, which is subject to minor revisions during the term of the Agreement.

1.7. Meal Components; Exclusion of Milk. As part of providing meal service as ordered by the District, Vendor shall supply each school day all meal components, including but not limited to appropriate utensils and serving trays sturdy enough to hold up under the weight of food, required by the HHFKA in the service of meals consistent with breakfast, lunch, supper and snack specifications, and consistent with Section D (“Packaging; Condiments”) herein, with the exception of the half (1/2) pint of milk which District will itself supply.
1.8. **Major Ingredients and Food Specifications.**

1.8.1. **Health Department Requirements.** Vendor shall ensure that, at all times during the term of this Agreement, any facility in which meals will be prepared under this Contract holds all applicable State or local health department certification and/or licensure, in current and valid status. Vendor shall ensure that all meals to be provided under this Contract are prepared, assembled, transported and stored under properly controlled temperatures in accordance with applicable State or local health department requirements.

1.8.2. **Fruits and Vegetables.** Fruit juice shall not be served; Fresh fruit shall be USDA Fancy or #1 Grade, except if certified Organic by USDA. Any #2 Certified Organic produce must either be further processed (trimmed and cut) prior to service or, if served whole, completely unblemished. Size fruit equivalency must meet grade-level requirements under the Healthy Hunger-Free Kids Act (HHFKA). No fruit or vegetable may be repeated more than twice weekly in the same meal platform.

1.8.3. **Domestic Products.** Federal regulations require that, to the maximum extent possible, only domestic products be purchased for use in the School Breakfast, National School Lunch, Afterschool Snack, and At Risk After School Meals. [https://fns-prod.azureedge.net/sites/default/files/cn/SP38-2017os.pdf](https://fns-prod.azureedge.net/sites/default/files/cn/SP38-2017os.pdf)

1.8.4. If Vendor will include foreign-grown or foreign-produced products, the Vendor must identify those products. The Vendor must provide this information on any foreign-grown or foreign produced products sold to the District.

1.8.5. **Cultural Variety.** Vendor shall include in its menu plans a variety of foods from the District's students' cultural backgrounds.

1.8.6. **Freshly Prepared, Not Frozen Meals.** Vendor shall provide meals that are freshly prepared (as defined below) and not frozen (as defined below). Vendors shall include a detailed description of the daily production of such freshly prepared and not frozen meal platform, demonstrating compliance with these requirements.

1.8.7. **Freshly Prepared.** Freshly prepared shall mean that no more than twenty-four (24) hours shall elapse between the time that a meal is fully prepared and individually packaged, and the 5:00 AM deadline for pick-up by the Delivery Service at Vendor's distribution center each school day.

1.8.8. **Not Frozen.** "Not frozen" shall mean that the meal, once fully prepared, shall never be frozen.

---

1. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).
2. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).
3. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum # day(s) in advance of delivery. The request must include the:
   a) Alternative substitute(s) that are domestic and meet the required specifications:
      i) Price of the domestic food alternative substitute(s); and
      ii) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
   b) Reason for exception: limited/lack of availability or price (include price):
      iii) Price of the domestic food product; and
      iv) Price of the non-domestic product that meets the required specification of the domestic product.
1.8.9. **Sourcing.** Vendor shall provide detailed information with its 10/15-day menu cycle regarding the sourcing of all meal ingredients, and shall note whether meal ingredients do or do not come from locally-grown foods (as defined below), sustainably produced foods (as defined below), and/or animal products that are free from the non-therapeutic use of antibiotics (as defined below). Vendor shall maintain systems to track the sourcing of all meal ingredients, and shall provide monthly sourcing reports that provide the names and locations.

1.9. **Utilization of USDA Foods**

1.9.1. The District participates in the U.S. Department of Agriculture (USDA) Foods Program and the Department of Defense (DOD) Fresh Fruit and Vegetable Program administered by the California Department of Education Nutrition Services Division (NSD). USDA foods and DOD produce are ordered and/or received through the NSD's Food Distribution Program and a local produce company. Vendor must be willing to accept the District's USDA and DOD foods into its facility or facilities and shall utilize such foods in the meal platform whenever such foods are compatible with the meal platform as determined by the District.

1.9.2. Vendor will be expected to use the percentage of USDA Foods that is in the same proportion of food costs their services represents for SNS overall food budget. This will fluctuate each year based on participation, budget and other factors. It will be determined during contract renewal process.

1.9.3. When USDA Foods are used, Vendor shall provide full commodity credit for the District. Credits for commodities will be at the Fair Market Value established by the USDA utilizing the most current version of the November 15 Commodity File Report. In order to ensure full commodity credit, Vendor will provide documentation that includes the following:

   1.9.3.1. Name of Menu Items utilizing USDA Foods
   1.9.3.2. Name of USDA Foods and USDA Item code for the corresponding menu item
   1.9.3.3. Net weight/portion of USDA Foods in the menu item
   1.9.3.4. Total number of servings of menu item in each case of USDA Foods
   1.9.3.5. USDA value per serving of the menu item

1.9.4. In its invoicing to District, Vendor shall deduct, and detail such deduction, all applicable commodity credits from the total price of the meal or meals based on the USDA value per serving.

1.9.5. Vendor shall assume liability for proper use and protection of USDA Foods assigned to it by the District for which the District will receive credit. In the event that a loss of USDA Foods occurs while the food is in the control of the Vendor and the food is deemed unfit for human consumption as a result of spoilage, contamination, infestation, and/or damage, the Vendor shall be required to reimburse the District for the Fair Market Value of the USDA Foods or be required to replace the product on the commercial market with the same type of food of U.S. origin of equal or better quality.

1.9.6. Vendor shall comply with USDA foods program requirements for verification of purchases and distributions of commodity processed food products.

1.9.7. If the Vendor is an approved USDA Foods processor, it shall comply with the rules and regulations of the National and/or State Processing Agreement.
1.9.8. If Vendor is not an approved USDA foods processor, then it shall use USDA foods to the extent permitted by the USDA in its menu plan, and shall work with the District and the NSD's Food Distribution Program to ensure that Vendor is using USDA Foods in a manner that complies with the USDA Foods Processing Program.

1.9.9. If Vendor is not an approved USDA Foods processor, District prefers for Vendor to take the steps necessary to become an approved USDA Foods processor.

1.9.10. Each year the discounts permitted on the State Commodity Processing Agreement are expected to change. If the District extends the Contract, then for any such extension, if Vendor is an approved USDA Foods processor, then Vendor shall submit the following documentation to the District's Student Nutrition Services department:

1.9.10.1. New, approved State Commodity Processing Agreement for the term of the extension.
1.9.10.2. New, approved End Product Data Schedules for the term of the extension for each product awarded.

1.10. Food Quality, Inspections and Labeling

1.10.1. Vendor shall ensure that all meat, fish, and poultry used in meals provided under this Contract originates from a regularly operated plant which is under the supervision of or recognized by the Federal Meat Inspection Division of the USDA.

1.10.2. Vendor shall ensure that all food items shall be fresh and sound, prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practice, free from decay, discoloration or foreign matter.

1.10.3. Vendor shall ensure that all meals are delivered in containers that are sound, clean, sturdy and sealed. Opened or damaged packages will not be accepted. Vendor shall ensure that all packages have uniform identification labels written in English. Vendor shall ensure that the brand name, item code, Child Nutrition (CN) label, and count are clearly identified on master cases and boxes within master cases.

1.10.4. Vendor shall ensure that all items have the date of production, date of expiration or use by date clearly marked, where applicable.

1.10.5. Vendor shall ensure that all products conform to provisions set forth in the federal, state and county laws for the production, handling, processing, marketing and labeling of food items. In the event of off-flavor, damaged or items found to be unsatisfactory for consumption, Vendor shall replace the items or issue credit to the District.

1.11. Packaging; Condiments

1.11.1. Packaging must allow students to either see the entrée contents inside or be labeled with stickers or pictures that accurately depict the entrée contents.

1.11.2. Meal components intended for heating must be supplied in oven-able containers only, individually and securely lip sealed with oven-able closure film. The film used shall be 60 to 80-gauge polyester stock, transparent and nontoxic, which is heat (not adhesive) sealed to the flanges of the containers, to prevent separation in convection oven heating. Excess film should be tucked under containers in a fashion to preclude sticking to adjacent containers during heating. All modules must withstand oven heating up to 400 degrees Fahrenheit for a minimum of 35 minutes and subzero Fahrenheit temperatures as well. Oven-able Film wrap used for sandwich type items shall be 60 to 80-gauge polyester stock, transparent and non-toxic.
1.11.3. For items intended for "hot use," products must not melt, deform or break apart when they come in contact with hot food or liquids. For these items intended for "hot use," Vendor shall provide District with exact temperature tolerances in its instructions for the preparation of the meals.

1.11.4. Vendor shall provide meals with the following non-food items: sturdy single use serving trays, condiments consistent with the attached menu, napkins, and single service ware. Vendor shall include all non-food items that are necessary for the meal to be served and will be ordered by school sites on a per case basis and therefore should NOT be included in the per meal price.

1.11.5. Vendor shall furnish individual packets of appropriate condiments as dictated in the menu to all schools. All condiments must meet food specifications. Any deviation in content must have prior approval by Student Nutrition Services ("SNS"). Vendors shall include specifications and information for all condiments provided in the 10/15-day menu cycle.

1.11.6. Vendor shall furnish Carry-out Trays that hold all meal components and are easily transportable by all students. Please note ordering and pricing requirements outlined above in 1.11.4.

1.11.7. Zero Waste Goal. The District supports the City and County of San Francisco's Food Service Waste Reduction Ordinance and its goal to achieve Zero Waste by 2020. Requirements for products to help meet this goal include compostable or recyclable disposable food service ware, as follows:

1.11.7.1. Compostable plastic items must not contain additives that include highly hazardous chemicals, including but not limited to: persistent, bioaccumulative, and toxic (PBT) chemicals; very persistent and very bioaccumulative (vPvB) chemicals; carcinogens; mutagens; reproductive toxins.

1.11.7.2. Compostable plastic products must not contain polyvinyl chloride (PVC), polystyrene (PS), acrylonitrile butadiene styrene (ABS), polycarbonate (PC), or polyurethane (PU).

1.11.7.3. No chlorine or chlorine compounds may have been used in the manufacture of the compostable plastic products.

1.11.7.4. Compostable plastic products must be clearly labeled as "compostable" with green lettering or green stripe and readily distinguishable from any non-compostable plastic products for both users as well as for those handling the products once they are discarded.

1.12. **Marketing; Public Relations; Education**

1.12.1. Vendor shall implement a local, SNS-driven and SNS-approved marketing and education plan designed to increase participation among the students and create a positive image of the program to the parents and community, which shall include full color photographs of all entrees. Vendors shall submit as a part of the bid response a marketing and education plan which shall include but not be limited to the following:

1.12.1.1. **Direct marketing:**
1.12.1.1.1. Provide graphic colorful copies of menus and topical nutrition information to parents monthly. Distribution and communication channels should also include potentially using social networking sites.

1.12.1.1.2. Provide monthly newsletters designed to educate youth and their families. Each newsletter must be unique and represent a timely or seasonal topic.

1.12.1.1.3. Provide graphic artwork, direct marketing materials (e.g. posters, menu boards, banners).

1.12.1.1.4. Provide attractive packaging for all meals; preference is for packaging that allows students to see the actual entrée inside. If compostable packaging is used, full color photographs of each individual entrée must be attached.

1.12.1.1.5. Gathering student feedback on proposed new menu items and current menu items;

1.12.1.1.6. Marketing materials; supporting implementation and professional development for SNS staff around new initiatives

1.12.1.2. **Promotions and Nutrition Education:** Vendor shall participate in a minimum of five (5) Student Nutrition Services-driven promotions per school year designed to increase the number of students participating in the meal program. Incentive prizes, such as hosting a nutrition education event for winning school, or age-appropriate and nutrition-related give away items such as recipe books etc., must also be provided.

1.12.1.3. **Training and Events:**

1.12.1.3.1. Provide two-to-four in-service trainings for Student Nutrition Services staff on quality service, innovations in food service, HHKFA and other topics as agreed upon with SNS leadership.

1.12.1.3.2. Participate in nutrition centered events:

- 1.12.1.3.2.1. Back to School events introducing parents and students to Breakfast in the Classroom programs
- 1.12.1.3.2.2. National School Lunch Week
- 1.12.1.3.2.3. National School Breakfast Week
- 1.12.1.3.2.4. Summer School meal options
- 1.12.1.3.2.5. School Food Advisory

1.13. **New Meals and Innovative Meal Components**

1.13.1. Vendor will work with SNS to develop new meals and meal components that represent the wide cultural diversity of our students while conforming to price constraints of the Contract.

1.13.2. As new meals and meal components are tested at each school grade level (ES, MS & HS) and approved for inclusion in the 10/15-day menu cycles, the District reserves the right to order these meals and meal components in substitute for existing ones.

1.14. **Product Samples**
1.14.1. During the term of this Agreement, Vendor shall grant District's requests for samples, free of charge, of any product being purchased from Vendor pursuant to this Agreement, or being proposed by Vendor for inclusion as a new item in order to allow District to assess and accept or reject such product as provided.

2. DELIVERY SERVICES

2.1. General

2.1.1. District Volume. **SOW 1:** 20 Middle & High School with school year average daily participation of 2900 breakfasts and 3000 lunches.

**SOW 2:** Approximately 114 K-12 sites and fourteen (14) EED sites daily, throughout the school year according to the SFUSD K-12 and Pre-K instructional calendars and as detailed elsewhere herein. During K-12 recesses (Winter, Spring, Summer recesses), no deliveries are made to K-12 sites, however, EED daily deliveries increase to approximately forty-six (46) sites. During the school year, the 114 K-12 schools serve 4700 breakfast, 14,500 lunches, 3200 snacks and 4900 suppers daily. During K-12 summer school, daily K-12 site deliveries are required to approximately fifty to sixty (50-60) K12 sites per summer, with this number varying from year to year. EED deliveries will be a combination of food provided by vendor and food produced in SNS’ McAteer Culinary Center. Food from McAteer Culinary Center will be made day of service. For all other deliveries, vendor will work with SNS to maximize the number of next day deliveries.

**SOW 3:** Direct service to approximately 10 schools for 550 after school snacks daily. Number of sites and snacks will vary each year. Vendor will deliver snacks to and bill after school programs/schools directly for these meals. While deliveries can be made at the same time as the other meals at these schools, separate paperwork is required. Vendor can not charge additional delivery fee unless this is the only delivery they are making to this site.

If award is made, Vendor shall provide meal services to the District to meet such volume of student participation pursuant to the terms and conditions of this Contract.

2.1.2. Menu Cycle Change Procedure. Vendor shall deliver meals to schools on a daily basis every school day in accordance with the agreed upon menu cycle. Deviation from this menu cycle shall be permitted only upon written authorization of the District’s Student Nutrition Services department. Menu changes may be made only when agreed upon by both parties. When an emergency prevents the Vendor from delivering a specified meal component, Vendor shall notify immediately the designated representative from Student Nutrition Services to request approval of substitutions. The District reserves the right to request menu changes periodically throughout the term of the Contract.

2.1.3. Meal Services Orders. An authorized representative of the District’s SNS department will place orders with the Vendor for meals according to a timeline that shall be mutually agreed upon by the parties in writing. The orders will include totals for each school site and each type of meal. SNS will submit orders to Vendor every school day and SNS reserves the right to increase or decrease the number of meals ordered on a seventy-two (72) hour notice, or less if mutually agreed upon between the parties.

2.1.4. Online Order System. District will place orders with the Vendor via an online order system. Vendor shall accept orders in an automated flat-file format provided by the District’s software provider. If the Vendor requires the District’s software provider to develop a custom file in order to allow Vendor to accept such format, then Vendor shall pay for all custom development work at no cost to the District. If the Vendor can accept
the file in any of the formats provided by the District’s software provider then there will be no such additional cost.

2.2. **Performance Logistics**

2.2.1. Vendor must provide inside delivery to SOW 1: 20 Middle & High School with school year average daily participation of 2900 breakfasts and 3000 lunches.

SOW 2: Approximately 114 K-12 sites and fourteen (14) EED sites daily, throughout the school year according to the SFUSD K-12 and Pre-K instructional calendars and as detailed elsewhere herein. During K-12 recesses (Winter, Spring, Summer recesses), no deliveries are made to K-12 sites, however, EED daily deliveries increase to approximately forty-six (46) sites. During the school year, the 114 K-12 schools serve 4700 breakfast, 14,500 lunches, 3200 snacks and 4900 suppers daily. During K-12 summer school, daily K-12 site deliveries are required to approximately fifty to sixty (50-60) K12 sites per summer, with this number varying from year to year. EED deliveries will be a combination of food provided by vendor and food produced in SNS’ McAteer Culinary Center. Food from McAteer Culinary Center will be made day of service. For all other deliveries, vendor will work with SNS to maximize the number of next day deliveries.

SOW 3: Direct service to approximately 10 schools for 550 after school snacks daily. Number of sites and snacks will vary year to year. Vendor will deliver snacks to and bill after school programs/schools directly for these meals. While deliveries can be made at the same time as the other meals at these schools, separate paperwork is required. Vendor can not charge additional delivery fee.

2.2.2. Vendor must provide one (1) dedicated supervisor each day of service who is not an assigned driver, to supervise the exchange of food and supplies at the meal Vendor's Distribution Center, and one (1) customer service representative who is available to assist Student Nutrition each day of service from 6 am to 5 p.m.

2.2.3. Vendor is required to provide a routing schedule outlining daily meal deliveries, and weekly food deliveries, to each site by route, which must be approved by Student Nutrition prior to implementation. Loading/unloading time and delivery time are dependent on the route definition and number and capacity of trucks. Each route must be determined in a way that ensures all meals, meal components and supplies on each site’s daily order within the route can be contained in one delivery trip, as defined in Section 3 (“Delivery Instructions”). If required, Vendor shall revise a routing schedule based on the needs of the District. Any Vendor-proposed route changes must be communicated to Student Nutrition in writing at least two (2) weeks in advance and approved prior to implementation. Please see Attachment 10 for City Map and Site Location, and Attachment 11 for Current Order Level by Site. Site enrollments and participation levels may fluctuate.

2.2.4. If delivery to a site or sites should occur so late as to require payment of overtime rates (exact time varies by school site) to District school food service staff, the resulting overtime dollar amount incurred by the District will be deducted from the District’s payment to Vendor of an outstanding Vendor invoice if such late delivery was the fault of the Vendor. Vendor will immediately notify Student Nutrition, by 7:00 am at the latest, if there are delays, due to the meals and supplies not being ready by the times listed above, in leaving either Distribution Center or the EED Central Kitchen.

2.2.5. At pick-up, Vendor employees or agents shall verify each item received on every daily site food order form for accuracy, and acknowledge receipt by signing off on the receiving document validating the content before departing the Distribution Center or Central Kitchen. Damaged products shall be refused and indicated on the receiving document.
2.2.6. Vendor employees shall have a valid appropriate level driver’s license (all Class B drivers) and be adequately trained by Vendor to successfully complete all deliveries and complete all required paperwork daily.

2.2.7. Vendor employees driving motor vehicles on school grounds shall use extreme caution at all times. Drivers entering or leaving school premises when school is not in session shall be required to lock any gate or door to which they have access. Any unusual conditions noted by the Vendor’s employee shall be reported immediately to the employee’s immediate supervisor. The supervisor shall contact Student Nutrition during business hours to report any such occurrence. In the event of an emergency during non-business hours, the supervisor shall contact the District’s emergency contact person, whom the District shall identify in writing to the Vendor.

2.2.8. Vendor shall be required to provide service throughout the school year. Service during SFUSD holidays and recesses may be completely suspended or may continue to be required but at reduced levels. Prior to any such reduction in service, the District representative will notify the Vendor and consult as to any necessary arrangements during that time period. In the event of a major disaster or labor dispute at any District or Vendor site, or affecting any District or Vendor site, Vendor shall continue to provide services pursuant to this RFQ/P.

2.2.9. For contract implementation, if awarded, the District shall provide the Vendor with a then-current instructional calendar and a list of sites for billing and routing purposes. The calendars and site list are subject to revisions and changes by the District.

2.3. **Pick Up and Delivery**

2.3.1. Sites requiring delivery are listed in “Attachment 11” (“Current Order Level by Site”) which also provides the current volume by site of items delivered. Attachment “10” (“City Map and Site Location”) provides a map showing the geographic distribution of the current delivery sites. The location and number of pickup and delivery sites, and quantity of items delivered, are subject to change.

2.3.2. All meals and supplies originating from the EED Central Kitchen will be ready for Vendor pick-up each day (starting at 9:30 am) for EED sites. Vendor shall deliver the daily meal and supply orders to each site as ordered no later than one (1) hour prior to the scheduled lunch period for each K-12 site and EED site. Vendor may start making deliveries to Elementary Schools starting at 7:30 am, and to Middle and High Schools starting at 6:30 am. When possible, Vendor may start making deliveries to all schools starting at 5:30 am. Vendor’s delivery routes and scheduling are subject the approval of Student Nutrition.

2.3.3. Vendor shall deliver the food and supply orders to each site as ordered no later than one (1) hour prior to service. Vendor shall not deliver during meal service, particularly the lunch or supper meal service.

2.3.4. The length of time to complete a delivery trip, as defined in Section 5 (“Delivery Instructions”) below, is dependent on the definition of the route and the number and capacity of Vendor’s delivery vehicles. Neither the SNS Office nor the EED Central Kitchen does not have a loading dock. The facilities are grade level. The EED Central Kitchen is accessible for the loading of multiple trucks concurrently. Vendor shall safely and securely transport all packaging, trays, utensils, etc. that accompany meals and food items. Any damage occurring in transport to meals or accompanying items is the responsibility of the Vendor and all charges of replacement or refunds due to incomplete deliveries will be charged to Vendor at the rate of purchase.

2.3.5. **Delivery Instructions** A delivery trip is defined as one roundtrip that begins at the designated site of initiation (either the Vendor's kitchen, SNS Office, or the EED Central Kitchen), makes deliveries to sites, and ends at the same site of initiation with the return
of all production and any other designated equipment, supplies and items gathered from the school site(s). All food and supply orders to be delivered for a site shall be completed in one delivery trip by Vendor. If a second delivery trip is required due to limited Vendor truck capacity, or Vendor error, no additional delivery charges shall be applied. Site orders may include breakfast (to be served the next day), lunch, supper, and snacks, depending on the site.

2.3.6. If an additional meal program (for example, supper) will be added at a site that did not previously have that meal program, Student Nutrition Services will notify Vendor of any such addition as this may require additional trucks or truck capacity, depending on Vendor’s vehicles and routes. District shall provide such notice in writing to Vendor at least one month in advance in order to allow Vendor time to adjust routes and vehicles in order to accommodate such an addition.

2.3.7. Vendor shall either depart from their kitchen or arrive for pick-up at the EED Central Kitchen, load trucks with all indicated food and supplies according to the Student Nutrition-approved paperwork.

2.3.8. Vendor must deliver meals to K-12 and EED sites no later than one (1) hour prior to the scheduled lunch period. The District reserves the right to impose penalties for late and/or incomplete deliveries.

2.3.9. Vendor shall deliver all food and supplies as specified by Student Nutrition in accordance with the California Retail Food Code. Deliveries may be made unattended provided that such deliveries comply with the provisions of this RFQ/P, including but not limited to Vendor employees transferring meals from bread racks to oven racks, loading meals which require heating into the re-thermalization oven(s), setting the oven(s) in operation according to approved time and temperatures provided by Student Nutrition, loading all cold food in refrigerators, and otherwise storing all food and supplies at the delivery site in accordance with appropriate Hazard Analysis Critical Control Point (HACCP) procedures.

2.3.10. Vendor shall take all food temperatures upon delivery at each site and document the temperature reading on the provided paperwork.

2.3.11. Vendor shall pick up and return to Student Nutrition-designated locations all production equipment and supplies including without limitation oven racks, milk crates, thermal bags, food containers, hot transport carts, and any other District-authorized equipment from the day prior usage. Vendor will be responsible for the cost to replace or repair any District-owned equipment damaged while being transported by and/or handled by the Vendor or its employees.

2.4. Additional Services.

2.4.1. Vendor shall provide additional services as requested by the District, as detailed herein. Vendor shall include pricing for additional services on Bid Sheets in the spaces provided. Student Nutrition Managers, as designated by the Executive Director of Student Nutrition Services, will have the authority to request that Vendor provide additional services. Such requests may initially be verbal (e.g. via phone call), however, the Vendor shall ensure that such a request is followed up with an email in order to document that the request is authorized. The provision of any additional services pursuant to such a request must be detailed every month pursuant to Section 61 (“Reports”), and must include the name of the SNS Manager that requested the additional service.

2.4.2. During the school year, once a month, vendor will deliver cleaning chemicals and supplies to sites. Deliveries will be picked up at SNS Main Offices. These deliveries will be made separately from food deliveries.
2.4.3. During the school year, SNS will designate sites for which vendor will deliver milk half pints (1% white and non fat white) as part of their regular meal delivery. This milk will be ordered by the crate (50 per crate).

2.4.4. During the school year, three days a week, additional cases of fruit are shipped along with the daily meal deliveries for approximately 20 schools.

2.4.5. On occasion, Vendor will be required to visit a site to reset a re-thermalization oven.

2.4.6. On occasion, emergency meal delivery is required due to oven malfunction or power outage. In such instance, Vendor will re-route meals to a nearby Student Nutrition Services-approved school, where the meals will be heated and packed by Student Nutrition employees. Vendor will then redeliver meals to the originally intended school. Vendor will complete the Meal Transport Log as per Food Safety Requirements (Attachment N).

2.4.7. On occasion, emergency milk delivery is required, whereby Vendor will pick up milk from one school and deliver it to another. The volume of milk will vary between 1 – 10 crates.

2.4.8. On occasion, Vendor will be required to pick up and move equipment, such as refrigerator, milk cooler, or stainless-steel table, from one school to another. On occasion, the request may include the move of more than one piece of equipment.

2.4.9. On occasion, Vendor will be required to deliver meals for catering events. Meals will be picked up from one school and delivered to another location, possibly not an SFUSD campus but at a location within San Francisco.

2.5. Vendor Vehicles

2.5.1. Vendor vehicles must be in compliance with all City and County of San Francisco Department of Public Health requirements and regulations. A Letter of approval from the City and County of San Francisco Department of Public Health will be required. The type of vehicle to be used shall be left to the determination of the Vendor/Vendor (if award is made), provided that the requirements of this RFQ/P are met.

2.5.2. Vendor vehicles shall maintain food at the proper temperatures, at or below 41 degrees Fahrenheit for cold food and at or above 165 degrees Fahrenheit for hot food. For pick-up, District will provide hot foods in thermal bags, transport carts, or top-loading Cambro brand carriers; Vendor shall ensure that during transportation hot food is maintained at or above 135 degrees Fahrenheit. For pick-up, District will provide cold food items in wire racks; refrigeration at or below 41 degrees is required for the transportation of cold food. Vendor vehicles delivering cold food must be equipped with refrigeration sufficient to meet the terms and conditions of this bid/contract. Vendor must deliver all meals in wire racks that are compatible with District’s retherm ovens. Vendor may, in some circumstances be required to put meals in the retherm oven and turn it on. District shall provide up-to-date retherm oven operating instructions for all units.

2.5.3. All vehicles shall have the name of the Vendor prominently displayed, and must be currently licensed, throughout the term of this Contract, if an award is made.

2.5.4. Vendor shall at all times furnish and maintain a sufficient number of vehicles to perform the work. Except in the case of an emergency or other special circumstance requiring an additional delivery to a site, the Vendor’s vehicle fleet shall be in sufficient number and capacity to deliver all daily food and supplies to every site while requiring no more than one daily delivery trip, as defined herein.

2.5.5. As documentation of the Vendor’s ability to furnish and maintain the appropriate vehicles, and in sufficient number and capacity, to perform this RFQ/P, if awarded,
each Vendor shall submit with its bid proposal the detail and documentation sufficient to establish the Vendor’s ownership, lease, or option to lease, such vehicles that Vendor shall use, if awarded, to perform the services under this RFQ/P as of the school year start date listed in Section 21 (“Schedule for Implementation”) herein.

3. CALSTRS EMPLOYEE CERTIFICATION

3.1 Per Section 31 e. of the Agreement, Vendor must list all employees (or owners) who are current SFUSD employees or Board members, or were former SFUSD employees or Board members within the last one (1) calendar year of the Effective Date of the Agreement. (The list may be continued on an additional page as needed.)

<table>
<thead>
<tr>
<th>NAME of current SFUSD employee/Board member, or former SFUSD employee/Board member within the last one (1) year, who is ALSO Vendor’s employee (or owner):</th>
<th>JOB TITLE(S) AT SFUSD of current SFUSD employee/Board member, or former SFUSD employee/Board member within the last one (1) year, who is ALSO Vendor’s employee (or owner):</th>
<th>DATE on which individual left SFUSD employment/Board. Or, if the individual is currently an SFUSD employee/Board member, write “current.”</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---end---
APPENDIX B

FEE SCHEDULE

PER DAY MEAL PREP AND DELIVERY COST SUMMARY

<table>
<thead>
<tr>
<th>Grade</th>
<th>6-8</th>
<th>9-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-A</td>
<td>1-A</td>
<td>1-A</td>
</tr>
<tr>
<td>2-A</td>
<td>2-A</td>
<td>2-A</td>
</tr>
<tr>
<td>3-A</td>
<td>3-A</td>
<td>3-A</td>
</tr>
<tr>
<td>4-A</td>
<td>4-A</td>
<td>4-A</td>
</tr>
<tr>
<td>5-A</td>
<td>5-A</td>
<td>5-A</td>
</tr>
<tr>
<td>subtotal</td>
<td>subtotal</td>
<td>subtotal</td>
</tr>
</tbody>
</table>

Per Day MEAL COST TOTAL

DELIVERY COST SUMMARY

1. Regular – School Year
2. Summer School – Holidays
3. Year-round – Bulk

DELIVERY COST TOTAL

PER DAY PRICE TOTAL
APPENDIX C
INSURANCE REQUIREMENTS

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Vendor, his or her agents, representatives, employees or subcontractors.

Note: Professional liability insurance coverage is normally required if the Vendor is providing a professional service regulated by the state. (Examples of Contractors regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with the District’s Risk Manager.

MINIMUM SCOPE OF INSURANCE:

For Organization/Professionals providing services to SFUSD the following certificates evidencing insurance are required:

- **Comprehensive/Commercial General Liability (CGL):** Insurance covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than Ten Million Dollars ($10,000,000.00) per occurrence and a general aggregate in an amount twice the required occurrence limit, including coverages for Employers liability, contractual liability, personal injury, independent contractors, and sexual abuse and molestation. The Sexual Abuse and Molestation coverage will be waived, in the District’s sole discretion, if the Vendor has certified will have no contact with, or limited contact with, the District’s students in the performance of this Agreement.
  
  i. **Additional Insured Status:** The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor’s insurance.
  
  ii. **Primary Coverage:** For any claims related to this contract, the Vendor’s insurance coverage shall be primary insurance coverage as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Vendor’s insurance and shall not contribute with it.

- **Automobile Liability** Insurance with limits not less than Two Million Dollars ($2,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. A waiver of the Automobile liability insurance requirements may be requested by Consultant through the District’s Contracts Office provided that Consultant will not use any automobiles in the performance of this Agreement. The parties understand and agree that the District shall rely upon the representations that the Consultant shall make in any such waiver.

- **Workers’ Compensation** (This is required for any Vendor that has employees, regardless of the cost of services under this Agreement): as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease.

- **Professional Liability** (Errors and Omissions Insurance) (This is needed if the contractor holds a professional license that is regulated by the state) appropriate to the
Vendor’s profession, with limits no less than Two Million Dollars ($2,000,000.00) per occurrence or claim.

- **Claims Made Policies (note –applicable only to professional liability insurance policies)**
  - If policy provide claims-made coverage:
    - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
    - ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
    - iii. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to the contract effective date*, the Vendor must purchase “extended reporting” coverage for a minimum of *five (5) years* after completion of work.

**ADDITIONAL REQUIREMENTS**

- **Broader Coverage and/or Higher Limits:** If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

- **Waiver of Subrogation:** Vendor hereby grants to District a waiver of any right to subrogation which any insurer of said Vendor may acquire against the District by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

- **Notice of Cancellation**
  Each insurance policy required above shall provide that *coverage shall not be canceled, except with notice to the District.*

- **Self-Insured Retentions**
  Self-insured retentions must be declared to and approved by the District. The District may require the Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- **Acceptability of Insurers**
  Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the District.

- **Verification of Coverage**
  Vendor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District within 30 days of completion of the executed contract. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- **Special Risks or Circumstances**
  District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

--end--
APPENDIX D

PERFORMANCE BOND [draft]

KNOW ALL PERSONS BY THESE PRESENTS: That;

WHEREAS, the governing board ("Board") of the San Francisco Unified School District ("District") and ("Principal") have entered into an agreement for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following transportation services: which Agreement dated , 20___, and all of the Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof, and;

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, the Principal and ("Surety") are held and firmly bound unto the Board of the District in the penal sum of: ________________________________ Price in Words Price in Figures 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, to perform all the work required to complete the Services and to pay to the District all damages the District incurs as a result of the Principal’s failure to perform all the Work required to complete the Services, as follows:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Contract, which is Incorporated herein by reference.

2. If Contractor timely performs each and every obligation under the Contract, Surety and Contractor shall have no obligation under this Performance Bond except to participate In conferences as provided in Subparagraph 3.1, below.

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 Contract; and

   3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Contract, to Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the Contract with District.

4. When District has satisfied the conditions of Paragraph 3, above, 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 Contract; or

   4.2 Undertake to perform and complete the 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 the 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 bonds executed by a qualified surety equivalent to the bond issued on the Contract, and pay to District the amount of damages as described in Paragraph 6, below. In excess of the Balance of the Agreement Price, as calculated under the terms of the Contract,
incurred by District resulting from Contractor’s default.

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 alter 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, above, within twenty days from receipt of the notice descr1bed in Paragraph 3.1 above (whether or not a conference has been held pursuant to said Paragraph3.1), 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, above, 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 Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the 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 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 Contract.
   6.2 Liquidated damages, or if no liquidated damages are specified in the 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 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 amendment or change, Including changes of time, to the 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 fixed as an item of costs.

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

   --end--