INVITATION FOR BID ~ COVER SHEET

MEAL DELIVERY SERVICES

Invitation for Bid Number MDS-2015A (“IFB No. MDS-2015A”)

MAIL OR DELIVER BID PROPOSALS TO:
San Francisco Unified School District
Purchasing Department
135 Van Ness Avenue, Room 123
San Francisco, CA 94102
Attention: IFB No.MDS-2015A

BID PROPOSAL DUE DATE AND TIME:
MAY 19, 2015 at no later than 2:00 PM PST.

- Competitive bid proposals for the specified material and/or service must be received by the San Francisco Unified School District’s Purchasing Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, bidders are required to respond according to the instructions contained in this Invitation for Bid (“IFB”). Bidders will respond utilizing the format, forms and other criteria indicated in this IFB.
- A bidder whose bid proposal does not comply with the format, forms and other criteria indicated in this IFB may be rejected. The District reserves the right to refuse all bid proposals.
- Bid proposals transmitted by facsimile, email or other electronic communication will not be considered. Bid proposals received after the due date and time will be rejected.
- To preserve the integrity of this IFB, bidders are directed not to contact any individual within the District other than the District’s Purchaser as indicated in Section 71 (“Updates; Information; Addenda”) herein.

MANDATORY PRE-BID CONFERENCE:
WHEN: MAY 12, 2015 at 2:00 PM PST, Room 113
WHERE: 135 VAN NESS AVENUE, SAN FRANCISCO, CA 94102
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(* Indicates documents required to accompany bid proposal, completed and executed as applicable. This notation is provided for convenience of reference only, the requirements of the IFB/contract shall control.)

### Timeline

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INTRODUCTION

The San Francisco Unified School District ("District"), on behalf of the District’s Student Nutrition Services Department, is seeking bids to furnish delivery services for the San Francisco Unified School District.

The District’s Student Nutrition Services Department ("Student Nutrition") oversees the administration and implementation of Federal Child Nutrition and Food Service Programs, including but not limited to the National School Lunch Program, School Breakfast Program, After School Snack Program, the At-Risk Supper Meals Program (a component of the Child & Adult Care Food Program), and catering programs. Approximately 6,000-8,000 breakfasts, 23,000-30,000 lunches, 4,000 at-risk suppers, and 2,000-5,000 snacks are prepared daily and served at approximately one-hundred and fourteen (114) Elementary, Middle and High Schools.

Student Nutrition also provides meal service for Summer School at approximately fifty (50) school sites within the City and County of San Francisco that operate a four- (4) to eleven- (11) week program.

The District’s Early Education Department ("EED") oversees the administration and implementation of the Child Care component of the Child and Adult Care Food Program. Approximately 1,000 breakfasts, 2,000 lunches and 2,000 school age snacks are prepared and served at approximately fourteen (13) Early Education Centers year-round.

The District is soliciting bids for a delivery service company to deliver all meals, food and supplies to approximately one hundred and fifty (150) locations on weekdays during the school year within the City and County of San Francisco, as further detailed herein. Please note that additional locations may be added if the District expands services, and that this is an indefinite quantity bid/contract, as detailed herein.

The District is also seeking for such delivery service company, if an award is made, to pick up cash deposits and paperwork from approximately ninety (90) locations pursuant to Section 54 ("Cash Handling") of the bid/contract.
CONTRACT PROPOSAL (Indefinite Quantity)  RETURN ONE SIGNED ORIGINAL COPY OF THIS PAGE AND THE REQUIRED DOCUMENTS

BID PROPOSALS WILL BE OPENED AT 2:00 P.M., MAY 19, 2015

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

PROPOSAL RE: IFB No. MDS-2015A
IFB Issue Date: APR. 21, 2015

DELIVER BID PROPOSAL, properly executed, to Purchaser, prior to bid opening time, in sealed envelope. Write the IFB Number on the outside of the envelope. Include one completed and signed copy of this Contract Proposal Page. Include all other pages as indicated. Retain Bidder’s Duplicate copy for your file.

DO NOT INCLUDE SALES OR EXCISE TAXES IN BID PROPOSAL PRICES. (See Section 17 “Taxes; Payment of Taxes.”)

Upon receipt of a Contract Acceptance from the District, if award is made, the undersigned hereby agrees to furnish all articles and/or services within the dates specified, in the manner and at the prices stated, in accordance with the bid and contract general and special terms and conditions, which together with the executed Contract Acceptance, constitute the Contract between the District and the undersigned, when authorized by the Board of Education and funds are certified by the District’s Chief Financial Officer.

Name under which business is conducted ________________________________
Business Street Address ________________________________ Tel: ________________
City State Zip Code

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

______________________________

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

______________________________

IF CORPORATION, execute here:
The undersigned certify that they sign this Contract with full and proper authorization so to do.

Corporate Name ________________________________
Signed ____________________________ Title ____________________________
Signed ____________________________ Title ____________________________

Incorporated under the laws of the State of ________________________________
GENERAL TERMS AND CONDITIONS (BID AND CONTRACT)

1. DEFINITIONS
   
   A. “District” and “SFUSD” each mean the San Francisco Unified School District.
   
   B. A “Bidder” or “bidder” is a person or entity that submits a bid proposal.
   
   C. “Bid proposal” shall mean a bidder’s proposal to the District submitted in response to this Invitation for Bids.
   
   D. “Contractor” and “Vendor” each mean the bidder to whom award is made, if an award is made.
   
   E. “Invitation for Bid” and “bid” and “IFB” shall refer to this Invitation for Bid.
   
   F. “Purchaser” means a representative of the District’s Purchasing Department.
   
   G. “Parties” or “parties” means the District and Contractor together, and “Party” or “party” means either the District or the Contractor in the singular and depending upon the context in which the term is used.
   
   H. “Contract,” “contract,” “Agreement” and “Purchase Agreement” shall each mean this Agreement entered into between the District and the Contractor, if an award is made.
   
2. BID FORM; BID SHEETS
   
   A. The Purchaser shall furnish, attached, a blank Bid Form (Attachment A, “Bid Form”) and blank Bid Sheets (Attachment B, “Bid Sheets”). The Bid Sheets consist of two (2) pages. Bid proposals must be returned on the Bid Form and Bid Sheets provided, and these completed forms must be clearly written in ink or typed without interlineations, alterations, or erasures, and with all required supporting documentation and information. Mistakes on the forms may be crossed out and corrections made adjacent, corrections must be initialed in ink by the person signing the bid proposal. All pricing and information on these forms must be filled in completely. The Bid Form and Bid Sheets must be properly executed and delivered prior to the time set for bid proposal opening, and with all required supporting documentation and information, in order to receive consideration for an award. To receive consideration, a bid proposal shall be unqualified and unconditional.
   
   B. Bid proposals submitted on other than the prescribed forms contained in this bid will be rejected. Bidders may copy the forms contained in this bid for use in their bid proposal, but substituted forms or formats are unacceptable.
   
   C. The quantities and items listed on the Bid Sheets (Attachment B) are for bid purposes only. The actual quantities and items to be purchased under the Contract, if awarded, will be dictated by the actual needs of the District. Each bidder shall complete and enter the appropriate prices on the Bid Sheets in the space(s) provided, and compute all extensions, subtotal and grand total, as appear on the Bid Sheets. Any discrepancy in the Bid Sheet extensions shall be corrected by the District, pursuant to Section 5 (“Discrepancies between Unit Price and Extension”) herein.
   
   D. A bidder that does not complete these forms as indicated will be deemed non-responsive and the bid proposal will be rejected.
   
3. DEFINITION OF PRICE
   
   A. The purpose of this invitation for bid, if an award is made, is to arrange for a fixed-price Contract for delivery and related services to be provided to the District as detailed in this bid/Contract. Each bidder shall provide in its bid proposal under this IFB, the following information to be filled in on the Bid Sheets per Section 2 (“Bid Form; Bid Sheets”):

   i. a FIXED PER-DELIVERY PRICE for meals during the regular school year (and further broken down by the designated tier level, with the tier level reflecting the volume of meals to be delivered);
ii. a FIXED PER-DELIVERY PRICE for meals during the summer/holidays (and further broken down by the designated tier level, with the tier level reflecting the volume of meals to be delivered);

iii. a FIXED PER-DELIVERY PRICE for food and food supplies (bulk);

iv. a FIXED PER-PICK-UP PRICE for bank deposit courier services; and

v. a FIXED PER-ADDITIONAL-SERVICE PRICE for additional services.

B. The fixed prices to the District for all services provided under this Contract, if awarded, shall be according to the fixed prices as detailed in the winning Contractor’s bid proposal, except as otherwise expressly provided for in this bid/contract. Included within Contractor’s fixed prices shall be all costs associated with the provision of such services, including but not limited to any fuel, drayage, freight, packaging, pallets and handling. Contractor shall not be allowed to bill for any delay time loading or unloading.

C. For purposes of determining the lowest bidder, the sum of subsections (i) through (iv) of subsection A of this Section 3 (“Definition of Price”), as shown in the grand total on the Bid Sheets, except as otherwise provided for in Section 5 (“Discrepancies between Unit Price and Extension”), shall be the basis of the award, if awarded, and as otherwise provided for in this bid/contract.

4. INDEFINITE QUANTITY BID/CONTRACT

A. This is a term, indefinite quantity bid/contract. Any estimated quantities are approximate only. Provision of the services and 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. Bidder shall not specify minimum or maximum quantities or charges. Contractor shall allow unlimited orders within the term of the Contract at the prices resulting from award of a Contract, if awarded, as the interests of the District may dictate, except as provided in Section 14 (“Payment for Services Rendered”).

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

5. DISCREPANCIES BETWEEN UNIT PRICE AND EXTENSION

The fixed prices listed on the Bid Sheets shall prevail. If there is a discrepancy in a Bid Sheet that is not equal to the quantity times the per-delivery, per-pick-up or per-additional-service price, the District will correct the mistake by inserting the correct extension of the quantity times the per-delivery, per-pick-up or per-additional-service price, and arrive at a new extension, a new subtotal and a new grand total, the latter of which will be the basis of the award, if awarded.

6. COST OF BID PROPOSAL PREPARATION

Cost of preparation of a bid proposal in response to this invitation for bids is solely the responsibility of the bidder. The District accepts no liability for any bidder’s costs of preparation.

7. OPENING OF BID PROPOSALS

A. The Purchaser will open bid proposals at the hour, date and place stated in the advertisement (the “Bid Opening”) in the presence of all bidders who attend.

B. Bidders may inspect the bid proposals after tabulation, unless the bid has been cancelled, and except for confidential financial documents as detailed herein and consistent with applicable law.

C. Prior to the Bid Opening, the District reserves the right to extend the Bid Opening date and time to allow sufficient time to issue any updates, information, addenda or other documents, pursuant to Section 71 (“Updates; Information; Addenda”) herein, as the District may deem necessary.
8. **REJECTION OF BID PROPOSALS**

The Purchaser reserves the right to reject any and all bid proposals, and to waive any irregularities or informalities in any bid proposal or in the bidding.

9. **FIRM PRICES**

Prices/quotations in the bid proposal shall be firm. If an award is made, prices in the bid proposal shall be in effect for the term of the Contract, including any extensions hereto, unless otherwise provided for herein.

10. **TERM; EFFECTIVE DATE; AMOUNT OF AGREEMENT**

   **A.** The term of this Agreement, if awarded, shall be for five (5) years commencing on August 1, 2015, and ending at the close of business on July 31, 2020, unless terminated earlier pursuant to Section 26 ("Termination") herein. In the event of a conflict or discrepancy regarding the term of this Agreement as between this Section 10 ("Term; Effective Date; Amount of Agreement") and the Board of Education Resolution authorizing this Agreement, such Board of Education Resolution shall control. The District shall have the option to extend the term of this Agreement, if awarded, under the same terms and conditions as this Agreement, for a period of no longer than five (5) years, ending no later than July 31, 2025, with said option to be exercised at the sole discretion of the District. Contractor shall execute with the District a written amendment pursuant to Section 33 ("Modification of Agreement") to effectuate any such option that the District may exercise.

   **B.** This Agreement, if awarded, shall be effective upon full execution by the duly authorized representatives of the Parties, approval by the Board of Education, and certification by the District’s Chief Financial Officer as to the availability of funds pursuant to Section 13 ("Budget and Fiscal Provisions").

   **C.** The not-to-exceed amount of this Agreement shall be set forth in the approved Board of Education resolution authorizing this Agreement, if awarded, which shall be attached and incorporated into this Agreement as though fully set forth herein, and shall be based upon Contractor's bid proposal and the pricing provisions set forth in this Agreement. It shall be the responsibility of the Contractor to ensure that the approved not-to-exceed amount of the Agreement is not exceeded. Any products or services provided in excess of said amount shall not be compensated.

11. **ESTIMATED CONTRACT VALUE**

The estimated value of the contract, if awarded, is approximately one million dollars ($1,000,000) per school year. Notwithstanding the foregoing, the actual annual amount of the Contract shall be determined pursuant to Section 10 ("Term; Effective Date; Amount of Agreement") and Section 3 ("Definition of Price") and Section 4 ("Indefinite Quantity Bid/Contract"), and as otherwise provided for in this bid/contract.

12. **PRICE ADJUSTMENTS**

Notwithstanding the provisions of Section 9 ("Firm Prices") of this bid/contract, Contractor’s per-delivery price and per-pickup price may be adjusted on an annual basis after the initial twelve month period of this Agreement and on an annual basis thereafter throughout the term of this Agreement, and any extension to this Agreement pursuant to Section 10 ("Term; Effective Date; Amount of Agreement"), as provided for in this Section. Any price adjustment pursuant to this Section shall be effective upon execution, approval, and certification of funds pursuant to Section 33 ("Modification of Agreement").

No fewer than sixty (60) calendar days prior to the first anniversary of the date of the commencement of the term of this Agreement, and annually thereafter not less than sixty (60) calendar days prior to such anniversary, Contractor may request from the District a price adjustment with respect to the twelve month period following such anniversary. Such request shall be in writing, and may be made annually throughout the term of this Agreement and any extension of this Agreement thereafter.
In no event shall the percentage increase of any annual price adjustment pursuant to this Section exceed the lesser of the percentage increase of the All Consumer Price Index of the San Francisco Metropolitan Area (CPI) as reported by the U.S. Department of Labor for the February-to-February period immediately preceding the annual adjustment date as provided herein, or five percent (5%) over the pricing of the Contract for the twelve month period immediately preceding the annual adjustment date, whichever is less. Contractor shall provide documentation regarding the CPI sufficient to justify any proposed annual price adjustment.

Provided that Contractor has received at least one price increase pursuant to this Section, in the event of a decrease in the CPI, the District may notify Contractor of a price decrease with respect to the twelve month period following the annual adjustment date not to exceed the lesser of the percentage decrease in the CPI, or five percent (5%) under the pricing of the Contract for the twelve month period immediately preceding the annual adjustment date, whichever is less. Such notice shall be provided in writing no fewer than sixty (60) calendar days prior to the annual adjustment date. District shall provide documentation regarding the CPI sufficient to justify any proposed annual price adjustment.

Notwithstanding any of the foregoing provisions of this Section 12 ("Price Adjustments"), any increases in Contractor’s cost of doing business due to compliance with any labor negotiated agreement or any San Francisco ordinance shall be internal to the operation of the Contractor’s company as a cost of doing business in San Francisco, and shall not constitute a basis for a price increase under this Section. Any such cost increase shall not be considered mandated by the District, nor shall it be subject to a claim for reimbursement as a cost related to compliance.

13. **BUDGET AND FISCAL PROVISIONS**

A. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and Board of Education approval and appropriation of funds for this Agreement. Charges will accrue only after written authorization is provided by the District’s Board of Education, proper execution of this Agreement by the parties, and certification by the Chief Financial Officer as to the availability of funds.

B. The amount of the District’s obligation hereunder shall not at any time exceed the terms herein stated.

C. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.

D. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

E. This Section controls against any and all other provisions of this Agreement.

14. **PAYMENT FOR SERVICES RENDERED**

A. The District agrees to pay, and the Contractor agrees to accept as full payment for its performance of this Agreement, the Contractor’s fixed per-delivery price and per-pick-up price for services rendered 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 10 ("Term; Effective Date; Amount of Agreement") and certified by the District’s Chief Financial Officer pursuant to Section 13 ("Budget and Fiscal Provisions").

B. Payment to the Contractor by the District will be made in arrears for services provided as ordered by the District pursuant to this Agreement, and after receipt of properly documented invoices, submitted by Contractor on an invoicing form acceptable to the District pursuant to Section 60 ("Billing").

15. **CHANGE ORDERS**

A. The District may order a change, addition, alteration, modification, or extra in the products or services herein required (hereinafter “Change”), and may order extra materials and extra work in connection
with the performance of the Contract, and the Contractor must comply with such Change orders, except that if any such Change order is of such a nature as to exceed the not-to-exceed amount of the Agreement pursuant to Section 10 ("Term; Effective Date; Amount of Agreement"), Contractor shall not implement such Change unless pursuant to a written instrument executed, approved, and certified as provided for in Section 33 ("Modification of Agreement").

B. It shall be the responsibility of the Contractor to ensure that the not-to-exceed amount of the Agreement, pursuant to Section 10 ("Term; Effective Date; Amount of Agreement"), is not exceeded. Any products or services provided in excess of said amount shall not be compensated.

16. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

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

17. TAXES; PAYMENT OF TAXES

The District is exempt from federal excise tax except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in bid prices. Payment of any taxes, including California Sales and Use Taxes, levied upon this Contract, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor and at no additional cost to the District.

18. SUBCONTRACTING

Contractor is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of the District pursuant to Section 33 ("Modification of Agreement").

19. ASSIGNMENT

Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights (including the right to receive payment), burdens, duties or obligations without the prior written consent of the District, executed and approved in the same manner as this Contract pursuant to Section 33 ("Modification of Agreement"). Any assignment of the Contract by the Contractor with the approval of the District as provided for herein shall be subject to the terms and conditions hereof, and to the rights of the District contained in this Contract. No transfer or assignment of the Contract by the Contractor shall release the Contractor from its obligations hereunder.

20. CONSULTATION SERVICES; OWNERSHIP OF RESULTS

A. The Contractor agrees to act as a consultant to the District on matters concerning routine organization and operations related to this Agreement at no additional cost to the District.

B. Any interest of the Contractor in reports, studies, memoranda, computation sheets or other documents prepared by the Contractor in connection with such services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Contractor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent Contractor's use does not violate Section 31 of this Agreement ("Proprietary or Confidential Information of the District").
21. **SCHEDULE FOR IMPLEMENTATION**

   A. The start of the 2015-16 school year is August 17, 2015. If an award is made, Contractor shall begin implementation of this bid/contract on a scaled-down basis as of August 1, 2015 (when deliveries begin to some sites), and shall begin full implementation of this bid/contract as of August 12, 2015.

   B. Each bidder shall include with its bid proposal a detailed schedule by which the bidder, if awarded the Contract, will be prepared to implement this bid/contract on a scaled-down basis as of August 1, 2015, and prepared to fully implement this bid/contract as of August 12, 2015. Should the District not approve any details of the Contractor's schedule for implementation, Contractor 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 bid/Contract.

22. **BONDS**

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

23. **INSURANCE**

   A. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, prior to award, Contractor shall procure and maintain during the full term of this Agreement, at the Contractor's expense, insurance acceptable to the District and as follows:

      1. Commercial General Liability Insurance with limits not less than $10,000,000 (ten million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage
         Commercial Automobile Liability Insurance with limits not less than $2,000,000 (two million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable
      2. Workers' Compensation Insurance, with Employer's Liability limits not less than $1,000,000 (one million dollars) each accident.
      3. Errors and Omissions (E&O) insurance with limits not less than $2,000,000 (two million dollars) each occurrence.

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

      1. Name as Additional Insured "The San Francisco Unified School District, its Board, officers and employees."
      2. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

   C. All policies shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:

         SFUSD Purchasing Department
         135 Van Ness Street, Room 123
         San Francisco, CA 94102

   D. If any policies are written on a claims-made form, Contractor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.

   E. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
F. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

G. Before commencing any operations under this Agreement, Contractor must provide the District with the certificates of insurance, an endorsement showing the additional insured policy, all with insurers satisfactory to the District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the District’s request. Contractor also understands and agrees that the District may withhold payment for products / services performed for any violations of the insurance provisions of this Agreement.

H. Approval of the insurance by the District shall not relieve or decrease the liability of Contractor hereunder.

24. FAILURE TO DELIVER

When Contractor fails to deliver an article or service of the quality, in the manner, or within the time called for in the Contract, 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 Contractor or sureties on Contractor’s bond if bond has been required; or the District may terminate the Contract for default; or the District may return deliveries made and receive a refund. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

25. CONTRACTOR DEFAULT; REMEDIES

If the Contractor fails fulfill its obligations under this Contract, whether or not said obligations are specified in this Section, such failure shall constitute an event of default. On or after any event of default, District shall have the right to exercise its legal and equitable remedies, including without limitation, the right to: (a) seek specific performance of all or any part of this Contract, (a) terminate this Contract at no cost to District in accordance with Section 26 (“Termination”) herein; or (c) exercise any other legal or equitable remedy. In addition, District shall have the right, but no obligation, to cure (or cause to be cured) on behalf of the Contractor any event of default. Contractor shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between District and Contractor all damages, losses, costs or expenses incurred by District as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract between District and Contractor. Any such offset by District will not constitute a waiver of any other remedies the District may have against Contractor for financial injury or otherwise. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

26. TERMINATION

A. In the event of Contractor default pursuant to Section 25 (“Contractor Default; Remedies”) of this Contract, wherein Contractor fails to perform any of its obligations under this Contract, in addition to any other remedies available to the District, the District through the Purchaser may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective ten (10) days after Contractor’s receipt of written notice of termination from the District delivered pursuant to Section 48 (“Notice to the Parties”). No new work will be undertaken, and no new deliveries will be made, as of the effective date of termination. In the event of termination for cause, the Contractor shall be paid for those services performed under this Contract to the satisfaction of the District up to the effective date of the termination. However, pursuant to Section 25 (“Contractor Default; Remedies”) herein, District may offset from any such amounts due Contractor any costs to District arising from Contractor’s default and may otherwise demand payment from Contractor of such costs.
B. The District may terminate this Contract in whole or in part for District’s convenience and without cause at any time by giving Contractor thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is deemed received pursuant to Section 48 (“Notice to the Parties”). In event of termination for convenience, Contractor will be paid for those services performed pursuant to this Contract and to the satisfaction of the District up to the specified effective date of termination. In no event shall District be liable for costs incurred by Contractor after the specified effective date of termination, except for those costs specifically approved in writing by the District, if any, as necessary to effectuate the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on this Contract, 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.

27. INDEMNIFICATION

A. Contractor shall indemnify, defend and hold harmless the District, its Board, officers, employees and agents from and against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including without limitation legal fees, consultants and costs of investigation) (collectively “Claim”), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights. Contractor’s obligations to District pursuant to this Section are conditioned upon the following: (i) District providing Contractor with prompt written notice of any Claim for which indemnification, defense and/or hold harmless is sought, provided however that no delay on the part of the District shall relieve Contractor from any obligation under this Agreement; (ii) Contractor having sole control of the defense and settlement of such Claim, provided, however, that Contractor will not consent to the entry of any judgment or enter into any settlement with respect to the Claim without the prior written consent of District approved by its Board of Education (which consent will not be unreasonably withheld), unless the judgment or proposed settlement involves only the payment of money damages by Contractor and does not impose any obligation upon District, and Contractor obtains the full and complete release of District; District shall have the right to have any suit or proceeding monitored by counsel of District’s choice and at District’s expense; and (iii) District’s reasonable cooperation with Contractor in the defense and settlement of the claim, at Contractor’s expense.

B. Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any Claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Contractor or Contractor’s employees or agents.

28. LIABILITY OF DISTRICT

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

29. INDEPENDENT CONTRACTOR

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

30. CONFLICT OF INTEREST

A. Conflict of Interest Standards. The following is a brief overview of conflict of interest laws and policies. Contractor is responsible to know, and comply with, the full requirements of the law.

1. Under the California Political Reform Act (CPRA), codified in part as Government Code section 1090 and sequential, and section 87100 and sequential: No public official shall make, participate in making, or in any way attempt to use his or her official position, to influence a contract on behalf of the public agency when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.

2. Government Code section 1090 defines “making” a contract broadly to include actions that are preliminary or preparatory to the selection of a contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations. (Cal. Govt. Code § 1090)

3. SFUSD Board Policy 3850 provides: “That no Board Member or employee of the San Francisco Unified School District, except persons engaged in the performance of contracts as early retirees or consultants under the approved federally assisted programs, may participate in bidding or have any interest, direct or indirect, in any contract made by or on behalf of the School District within two (2) years after the termination of a Board Member’s term in office or the termination of employment with the School District. Except as herein provided, any contract or other transaction entered into for or on behalf of the School District, in violation of the terms herein provided, shall be void and unenforceable against the School District.” (SFUSD Board Policy 3850)

4. State law limits the amount of gifts that may be received by public officials from a single source during a calendar year. In 2012, the gift limit is $420 per source per calendar year. (See e.g. Cal. Govt. Code 89503; 2 CCR 18940.2. See also www.fppc.ca.gov)

5. State law prohibits, with limited exceptions, certain former local public officials from appearing before their former public agency for the purpose of influencing a governmental decision for 12 months from the date the former employee left that public agency. (Cal. Govt. Code § 87406.3)

6. State law bars a public agency employee from making governmental decisions regarding an organization which is engaged in employment negotiations with that public agency employee. (Cal. Govt. Code § 87407)

7. Contractors and their representatives may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If applicable, Contractors/representatives must submit a disclosure filing called a Statement of Economic Interests or “Form 700.” (Cal. Govt. Code §§ 81000-91015; SFUSD Board Rules and Procedures 9270, “Conflict of Interest Code”)

B. Obligations of Contractor. It is the obligation of the Contractor, as well as any subcontractors, to determine whether or not participation in a contract may constitute a conflict of interest. While the
District staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify the District immediately if it finds that a potential conflict may exist.

C. **Consultation with Counsel.** The District strongly advises any Contractor, and any proposing/bidding firm, to consult with its legal counsel to determine whether a conflict of interest may exist. It is the responsibility of a Contractor, or a proposing/bidding firm, to make that determination.

D. **Consequences of a Violation.** Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. The government agency can seek repayment from the Contractor of any amounts already paid, and refer the matter to appropriate authorities for prosecution. Additional consequences may also apply.

E. **Disclosure Requirement.** Contractor will submit to the District a list of all of Contractor’s employees (including owners) who are also current SFUSD Board members or employees, or former SFUSD Board members or employees in the last two years. Contractor will submit the attached “Contractor’s Disclosure Form Regarding SFUSD Officials” (Attachment I). Contractor will update this form with the SFUSD, as needed, during the term of this Agreement. **Exception:** Public agencies that provide contract services to the District are not subject to this disclosure requirement.

F. **Compliance with Gift Limits.** Contractor will abide by legal gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to District officials, and in order not to place District officials in conflict with any specific gift restrictions: (1) No Contractor or representative thereof shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any District contracting or procurement official at any time. (2) No Contractor or representative thereof shall offer or give, directly or indirectly, any gifts in a calendar year to a District official which exceed the allowable gift limit. (See e.g. Cal. Govt. Code 89503; 2CCR 18940.2. See also www.fppc.ca.gov)

G. **Employment Negotiations.** Prior to engaging in employment negotiations with a District employee (e.g. a job interview or discussion of a job offer), Contractor shall notify that District employee’s supervisor of Contractor’s interest in hiring said employee, so that, if applicable, and if practicable, a full separation may be established between the public employee and any governmental decisions regarding that Contractor.

H. **Contractor Certification.** In signing this Agreement, Contractor certifies that it will comply with conflict of interest laws and regulations, and SFUSD Board Policies. Contractor acknowledges that it is familiar with these provisions; certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.

I. **File Statement of Economic Interests (“Form 700”) as Applicable.** Contractors and their representatives may be required to disclose any economic interests they hold that could foreseeably be affected by the exercise of their public duties. (Govt. Code §§ 81000-91015; SFUSD Board Rules and Procedures 9270 “Conflict of Interest Code”) This filing, called a Statement of Economic Interests or “Form 700,” aides public officials to ensure they do not make or participate in making any governmental decision in which they have a financial interest.

1. **Applicability.** Contractors/representatives are considered public officials and must file a Form 700 only if they qualify as “Consultants.” Under SFUSD’s Conflict of Interest Code, “Consultant” means any natural person who provides, under contract, information advice, recommendation or counsel to an agency, department, officer, or commission, provided, however, that a “Consultant” shall not include a person whom:
   i. Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and
   ii. Possesses no authority with respect to any agency decision beyond the rendition of information, advice, recommendation or counsel.
2. **Filing Deadlines.** Contractors/representatives required to file a Form 700 shall submit a filing: (a) ten days prior to commencement of work with SFUSD; (b) yearly thereafter by the April 1st annual due date; and (c) upon termination of work with SFUSD.

3. **Interests to Be Disclosed.** Contractors/representatives required to file a Form 700 shall disclose only income, investments and business positions in: (a) business entities that manufacture or sell supplies, books, machinery or equipment of the type utilized or purchased by SFUSD and for which the Contractor/representative is a manager or director; and/or in (b) business entities that are contractors or subcontractors engaged in the performance of work services of the type utilized or purchased by SFUSD and for which the Contractor/representative is a manager or director.

4. **Filing Process.** Form 700 must be received by SFUSD’s Contracts Office by the timelines provided herein, in order to be considered properly filed.

5. **Disqualification.** Consultants/Representatives who must file financial disclosure statements, like other public officials under the CPRA, are subject to disqualification when they encounter decision-making that could affect their financial interests. Contractors and their representatives shall be responsible for ensuring that they take the appropriate actions necessary in order not to violate applicable laws and SFUSD policies.

31. **PROPRIETARY AND CONFIDENTIAL INFORMATION OF THE DISTRICT**

   A. In connection with this Agreement, the Contractor may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

   B. Contractor shall comply at all times, as applicable, with the requirements of the Family Educational Records Privacy Act (“FERPA”) and relevant state law regarding the confidentiality and handling of confidential student information, including but not limited to California Education Code sections 49073 and sequential. Contractor shall only access personally identifiable student information pursuant to parent consent, legitimate educational interest pursuant to the performance of this Contract, and/or other applicable provisions federal and state law allowing access to personally identifiable student information. Contractor shall not re-disclose personally identifiable student information unless pursuant to federal and state law. Contractor shall not use such student information or data for any purpose other than the District’s purposes as specified in this Agreement. Failure to comply with this Section may constitute a material breach if so deemed by the District.

32. **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.

33. **MODIFICATION OF AGREEMENT**

   A. No oral statement of any person whomsoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement.
B. Any modification or amendment to this Agreement shall be in writing and shall be effective upon execution by the duly authorized representatives of the Parties, approval by the Board of Education, and certification in the same manner as this Agreement pursuant to Section 13 (“Budget and Fiscal Provisions”).

34. CONTRACT INTERPRETATION; CHOICE OF LAW; VENUE

A. Should any questions arise as to the meaning and intent of this Agreement, the matter shall be referred to the Purchaser who shall decide the true meaning and intent of the Contract.

B. This Contract shall be deemed to be made in, and shall be construed in accordance with California law without regard to its choice of law provisions. The venue for all claims arising out of this Contract shall be in San Francisco, California.

35. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

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

A. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;

B. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;

C. conspires to defraud the District by getting a false claim allowed or paid by the District;

D. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;

E. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;

F. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;

G. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or

H. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

36. INCIDENTAL AND CONSEQUENTIAL DAMAGES

CONTRACTOR SHALL BE RESPONSIBLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING IN WHOLE OR IN PART FROM THE ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS. NOTHING IN THIS SECTION SHALL CONSTITUTE A WAIVER OR LIMITATION OF ANY RIGHTS THAT THE DISTRICT MAY HAVE UNDER APPLICABLE LAW.
37. NON-DISCRIMINATION; COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT
   A. Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Contract.
   B. Contractor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

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

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

40. SUSPENSION AND DEBARMENT CERTIFICATION; NON-COLLUSION IN BID PROPOSAL
   A. Suspension and Debarment Certification. A corporation-bidder for any contract of one hundred thousand dollars ($100,000) or more for goods/services must complete and submit to District a Suspension and Debarment Certification. This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Each bidder shall submit with its bid proposal a completed Suspension and Debarment Certification (Attachment G).
   B. Non-Collusion Affidavit. Each bidder shall ensure that the quoted prices in its bid proposal are genuine and not the result of collusion or any other anti-competitive activity, in accordance with the provisions of the Non-Collusion Affidavit included as Attachment M to this bid/contract, and each bidder shall certify this by submitting with its bid proposal a signed and notarized Non-Collusion Affidavit, as found at Attachment M (“Non-Collusion Affidavit”) to this IFB/contract.

41. SECTION HEADINGS
   The section headings contained in this bid/contract are for convenience of reference and are not intended to define or limit the scope of any provision of the bid/Contract.
42. **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.

43. **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 Contractor.

44. **DRUG FREE WORKPLACE POLICY**

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

45. **RESPONSIBILITY FOR EQUIPMENT**

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

46. **AUDIT AND INSPECTION OF RECORDS**

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

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

A. **Criminal Background Check**

1. Contractor is required to comply with the criminal background check provisions of California Education Code (“EC”) section 45125.1. Contractor will conduct criminal background checks with the California Department of Justice (“CDOJ”) for all Contractor employees, agents, and volunteers assigned to the District, and will certify that no employees, agents, or volunteers who have been convicted of a serious or violent felony as defined in EC 45125.1 (citing EC 45122.1), a sexual offense as defined in EC 44010 or a controlled substance offense as defined in EC 44011 (consistent with EC 45123), will have contact with District pupils pursuant to this Agreement. This prohibition does not apply to a conviction for a serious or violent felony for which the employee, agent or volunteer has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code section 4852.01 et seq.

2. Contractor will be responsible for the costs of the criminal background checks.
3. As written certification of its compliance with this Section, Contractor will complete and submit the Criminal Background Check/ Tuberculosis Clearance Certification Form (“CBC/TB form”) (ATTACHED). In so doing, Contractor will provide the District with a list of all employees, agents and volunteers who will have more than limited contact with students pursuant to this Agreement, and who have cleared the criminal background check as provided for in this Section, and will list the date of clearance for each such individual.

4. Throughout the term of this Agreement, for any Contractor employees, agents or volunteers that Contractor hires/ assigns to the District subsequent to Contractor’s initial submission of the CBC/TB form to District, and who will have more than limited contact with students pursuant to this Agreement, Contractor will conduct background checks, as provided for in this Section, and will submit additional CBC/TB forms to District to certify that such requirements have been met as to newly hired/assigned individuals.

5. The criminal background check requirements and subsequent arrest notification requirements (immediately below) of this Section apply only to Contractor’s employees, agents or volunteers who will have more than limited contact with students pursuant to this Agreement. Contractor’s employees, agents or volunteers who will have no contact or only limited contact with students pursuant to this Agreement are not required to meet criminal background check requirements or subsequent arrest notification requirements. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students, the District’s Cabinet-level Administrator supervising this Agreement has the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have only limited contact with students pursuant to this Agreement. The District’s determination shall control.

B. Subsequent Arrest Notification

1. In addition to the initial criminal background check, Contractor will obtain from the CDOJ subsequent arrest notification service to monitor future arrests of employees, agents and volunteers who will have contact with students pursuant to this Agreement. Contractor is responsible for all costs associated with such subsequent notification service.

2. Upon receipt of any notice that any of its employees, agents, or volunteers who have contact with students pursuant to this Agreement has been arrested for a serious or violent felony as defined in EC 45125.1 (citing EC 45122.1), a sexual offense as defined in EC 44010 or a controlled substance offense as defined in EC 44011 (consistent with EC 45123), Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with pupils pursuant to this Agreement, and will immediately notify the District.

C. Tuberculosis Testing

1. Contractor agrees that it shall ensure that all Contractor employees, agents or volunteers whose functions require frequent or prolonged contact with District students pursuant to this Agreement will complete tuberculosis testing the same as the testing that is described in California Education Code section 49406. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, the Contractor shall ensure that such employees, agents or volunteers who are skin test negative have undergone the foregoing examination at least once every four (4) years if the Contractor is still rendering services to the District pursuant to this Contract.

2. The District shall not be responsible for the costs of the examination.

3. The District shall be the final arbiter of what constitutes “limited contact” and “frequent or prolonged contact.”

4. The District may also, in its sole discretion, waive the provisions of this Section for a specified time period if it determines that emergency or exceptional circumstances exist which threaten student or staff safety if the work is delayed pending clearance.
5. Contractor must complete, sign and submit the Criminal Background Check/ Tuberculosis Clearance Written Certification Form (ATTACHED) as written certification of its compliance with the provisions of this Section. In so doing, Contractor will provide the District with a list of all employees, agents and volunteers who will have more than limited contact with students pursuant to this Agreement, and who have cleared the tuberculosis testing requirement as provided for in this Section, and will list the date of tuberculosis clearance for each such individual.

6. Contractor shall maintain on file in its offices documentation of tuberculosis clearance for all of its employees, agents, and volunteers who will have more than limited contact with students under this Contract.

7. Throughout the term of this Agreement, for any Contractor employees, agents or volunteers that Contractor hires/assigns to the District subsequent to Contractor’s initial submission of the CBC/TB form to District, and who will have more than limited contact with students pursuant to this Agreement, Contractor will ensure that tuberculosis testing requirements are met, as provided for in this Section, and will submit additional CBC/TB forms to District to certify that such requirements have been met as to newly hired/assigned individuals.

48. NOTICE TO THE PARTIES

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

A. Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it via first class mail or certified mail with a return receipt requested, or via nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefore, with postage prepaid, addressed as in Subsection D, below.

B. Notices herein shall be deemed to have been received two (2) business days after the date when they shall have been mailed if sent by first class mail, certified mail or overnight courier, or upon the date personal delivery is made.

C. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party.

D. Notice to the Parties shall be addressed as follows (or such alternative address as may be provided in writing):

**NOTICE TO THE DISTRICT:**

<table>
<thead>
<tr>
<th>SITE/DEPARTMENT</th>
<th>Student Nutrition Services Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEAD OF SITE/DEPARTMENT</td>
<td>Zetta Reicker, Director</td>
</tr>
<tr>
<td>CONTACT PERSON</td>
<td>Zetta Reicker, Director</td>
</tr>
<tr>
<td>STREET ADDRESS</td>
<td>841 Ellis Street</td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
<td>San Francisco, CA 94109</td>
</tr>
<tr>
<td>TELEPHONE</td>
<td>(415) 749-3604</td>
</tr>
<tr>
<td>FAX</td>
<td>(415) 749-3618</td>
</tr>
<tr>
<td>EMAIL ADDRESS</td>
<td><a href="mailto:ReickerZ@sfusd.edu">ReickerZ@sfusd.edu</a></td>
</tr>
</tbody>
</table>

(NOTE: Email is **not** for use for Notices. It is provided in this Section for convenience of reference only.)

**WITH A COPY ALSO TO:**

**PURCHASING DEPARTMENT:**
San Francisco Unified School District
Purchasing Department
135 Van Ness Street, Room 123
San Francisco, CA 94102
NOTICE TO THE CONTRACTOR:

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>CONTACT NAME</th>
<th>STREET ADDRESS</th>
<th>CITY, STATE, ZIP</th>
<th>TELEPHONE/FAX</th>
<th>FAX</th>
<th>EMAIL ADDRESS</th>
</tr>
</thead>
</table>

49. PROTEST PROCEDURES

A. PROTEST OF CONTRACT AWARD

1. Within five (5) District business days of the District's issuance of a notice of intent to award a contract under this invitation for bids, any bidder that believes that the District has incorrectly selected another bidder for award may submit a written notice of protest (hereinafter "protest" or "notice of protest") as provided for herein.

2. The notice of protest must be in writing and include a written statement specifying in detail each and every reason asserted for the protest. The protest must be signed by an individual authorized to represent the bidder. The protest must cite each legal basis or invitation for bid provision on which the protest is based. The protest must specify facts and evidence sufficient for the District to determine the validity of the protest.

B. DELIVERY OF PROTESTS

1. The notice of protest must be received by the District at or before 5:00 p.m. PST on the fifth (5th) District business day after the District's issuance of the notice of written recommendation and intent to award a contract.

2. All protests must be received by the due dates and times specified. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests must be transmitted by Certified Mail-Return Receipt Requested or by other means that objectively establish the date and time of receipt by the District. Protests or notice of protests made orally (e.g., by telephone) will not be considered.

3. All protests must be delivered to:
   Rod Sarmiento
   Director of Purchasing
   San Francisco Unified School District
   135 Van Ness Avenue, Room 123
   San Francisco CA 94102

C. DELIVERY OF PROTESTS

1. The District’s Director of Purchasing, or such individual(s) as may be designated by him/her, will confirm receipt of notice of protest by a bidder as detailed in this Section 49 ("Protest Procedures").

2. The District’s Director of Purchasing, or designee, will review each notice of protest to determine validity of such notice, including, but not limited to: (a) receipt by due date and time; (b) inclusion of a written statement specifying in detail each and every one of the reasons asserted for the protest; (c) signed by an individual authorized to represent the bidder; (d) citation of the legal basis/bases or invitation for bids provision(s) on which the protest is based;
and (e) specification of facts and evidence sufficient for the District to determine the validity of the protest.

3. If a bid protest is determined to be valid, the Director of Purchasing, or designee, shall review, evaluate, and as appropriate, investigate, the bid protest to determine the outcome of the protest. The Director of Purchasing, or designee, may seek input from the SFUSD Legal Office and/or other District departments as needed or appropriate. The Director of Purchasing, or designee, shall provide the protesting bidder with a written statement concurring with or denying the bid protest, citing as necessary any applicable legal basis and/or invitation for bid provisions.

4. The bid protest procedures and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in protesting any aspect of this invitation for bids. A bidder's failure to provide the District with a written protest as specified above on or before the time specified above shall constitute a complete and irrevocable waiver by the bidder of any right to further pursue the bid protest, including filing a Government Code claim or other legal proceedings.

5. A bidder may not rely on a protest submitted by another bidder, but must timely pursue its own protest.

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SPECIAL TERMS AND CONDITIONS (BID AND CONTRACT)

50. COMMERCIAL FREE/TOBACCO SUPPORT FREE SCHOOLS

The Board of Education of the San Francisco Unified School District supports commercial-free and tobacco support-free educational settings. As a result, the San Francisco Unified School District will enter no agreements with contractors for exclusive access to student customers for soft drinks, snack foods or other products purchased by students. The schools will make every effort to make healthy snacks and healthy drinks available to students. It is the policy of San Francisco Unified School District that the sale of tobacco subsidiary products in all San Francisco schools, including the cafeterias, student and teacher-run stores and vending machines are prohibited. The contract shall not furnish any products associated with or engaged in relationship with tobacco subsidiaries.

51. PERFORMANCE LOGISTICS

Contractor must provide inside delivery to approximately one hundred and fourteen (114) K-12 sites and thirteen (13) EED sites daily, throughout the school year according to the SFUSD K-12 and Pre-K instructional calendars and as detailed elsewhere herein. However, approximately twenty six (26) K-12 ‘bulk’ sites will not require delivery for approximately twenty (20) school year days. These ‘bulk’ delivery days generally occur two to three days a month and are schedule at least two months in advance. The district reserves the right in increase or decrease the number of ‘bulk’ days. See attachment K for list of bulk sites.

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 K-12 summer school, daily K-12 site deliveries are required to approximately fifty to sixty (50-60) K-12 sites per summer, with this number varying from year to year.

Contractor 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 contractor’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.

Each bidder 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 53 (“Delivery Instructions”). If required, Contractor shall revise a routing schedule based on the needs of the District. Any Contractor-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 J for City Map and Site Location, and Attachment K for Current Order Level by Site. Site enrollments and participation levels may fluctuate.

Each bidder shall submit with its bid proposal a detailed proposed routing schedule for its performance of this bid/contract, which takes into account the volume and geographic distribution of the pickup and delivery sites detailed herein, and which takes into account the number and type of vehicles the bidder will use to perform this bid/contract, if awarded, and which is in accordance with the other requirements of this bid/contract.

If delivery to a site or sites should occur so late as to require payment of overtime rates (after 3:00 p.m.) to District school food service staff, the resulting overtime dollar amount incurred by the District will be deducted from the District’s payment to Contractor of an outstanding Contractor invoice if such late delivery was the fault of the Contractor. Contractor 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.

At pick-up, Contractor 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.

Contractor employees shall have a valid appropriate level driver’s license and be adequately trained by Contractor to successfully complete all deliveries and complete all required paperwork daily.

Contractor 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 Contractor’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 Contractor.

Contractor 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 Contractor 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 Contractor site, or affecting any District or Contractor site, Contractor shall continue to provide services pursuant to this IFB/Contract.

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

52. **PICK UP AND DELIVERY**

Sites requiring delivery are listed in Attachment K (“Current Order Level by Site”) which also provides the current volume by site of items delivered. Attachment J (“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. The Distribution Center from which Contractor, if an award is made, shall pick up meals and supplies is located at 1925 Jerrold Avenue San Francisco, CA 94124 (the “Jerrold Ave Distribution Center”). If moved, the Distribution Center will nevertheless be located within a 15 mile radius of the City of San Francisco, not involving a bridge, in compliance with the District’s geographical requirements. The Distribution Center from which Contractor, if an award is made, shall pick up food and supplies is located 123 S. Hill Rd, Brisbane CA 94005 (the “S. Hill Distribution Center”). All other delivery and pick-up locations are within the City and County of San Francisco. The Early Education Department Central Kitchen (“EED Central Kitchen”) is located at Ruth Asawa School of the Arts, 555 Portola Drive, San Francisco CA 94131.

All meals and supplies originating from Jerrold Ave Distribution Center will be ready for Contractor pick-up each day (starting at 4:00 am) for K-12 sites. All meals and supplies originating from the EED Central Kitchen will be ready for Contractor pick-up each day (starting at 9:30 am) for EED sites. Contractor 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. Contractor may start making deliveries to Elementary Schools starting at 7:30am, and to Middle and High Schools starting at 6:30am. Contractor’s delivery routes and scheduling are subject the approval of Student Nutrition with input from the District's meal vendor operating the Distribution Center.
Food and supplies originating from the S. Hill Distribution Center will be ready for pick up each day (starting at 5:00 am). Contractor shall deliver the food and supply orders to each site as ordered no later than 1:00 pm. Contractor shall not deliver during meal service, particularly the lunch or supper meal service.

The length of time to complete a delivery trip, as defined in Section 53 (“Delivery Instructions”) below, is dependent on the definition of the route and the number and capacity of Contractor’s delivery vehicles. Neither the Distribution Center nor the EED Central Kitchen have loading doors. Both facilities are grade level and are accessible for the loading of multiple trucks concurrently.

Contractor 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 Contractor and all charges of replacement or refunds due to incomplete deliveries will be charged to Contractor at the rate of purchase.

53. DELIVERY INSTRUCTIONS

A delivery trip is defined as one roundtrip that begins at the designated site of initiation (either the Distribution Center or the 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 Contractor. If a second delivery trip is required due to limited Contractor truck capacity, or Contractor error, no additional delivery charges shall be applied. Site orders may include breakfast (to be served the next day), lunch, supper, snacks and supplies, depending on the site.

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 Contractor of any such addition as this may require additional trucks or truck capacity, depending on Contractor’s vehicles and routes. District shall provide such notice in writing to Contractor at least one month in advance in order to allow Contractor time to adjust routes and vehicles in order to accommodate such an addition.

Contractor shall arrive for pick-up at the designated Distribution Center or Central Kitchen, load trucks with all indicated food and supplies according to the Student Nutrition-approved paperwork. See Attachment L (“Sample Packing Slips”).

Contractor must deliver meals to K-12 and EED sites no later than one (1) hour prior to the scheduled lunch period.

Contractor 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 IFB/Contract, including but not limited to Contractor employees transferring meals from bread racks to oven racks, loading meals which require heating into the rethermalization 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.

Contractor shall take all food temperatures upon delivery at each site and document the temperature reading on the provided paperwork. See Attachment L (“Sample Packing Slips”).

Contractor shall pick up and return to the Student Nutrition-designated Distribution Center or EED Central Kitchen all production equipment and supplies including without limitation oven racks, milk crates, thermal bags and food containers and any other designated District- authorized equipment from the day prior usage. Contractor shall weekly pick up a variety of required paperwork and deliver it to the office of Student Nutrition.

54. CASH HANDLING
During the school year, Contractor shall pick up Cash Deposit Bags from all school sites along with the signed cash receipt and deliver to Student Nutrition. Deposit bag pick-ups do not have to all occur on the same day of the week, however, each school must have a consistently assigned day of the week for pick up. Contractor shall not count cash deposits; the bags are sealed. Contractor shall visit the office of Student Nutrition, 841 Ellis St, San Francisco, CA 94109, to prepare the deposit (consolidate school site deposits into one bag). Individual bags shall not be opened, rather they shall be consolidated into one large deposit bag. Deposits shall be prepared with a representative of the Contractor and one Student Nutrition employee. Contractor can either hold deposits overnight or bring the deposits to Student Nutrition the same day as collected. Further, Contractor shall provide an electronic report of all cash deposit bag pick-ups and include the bank bag deposit number, site number, deposit amount, and date prepared. Contractor shall be liable for missing deposits when a clear audit trail (signed documents) indicates Contractor pick-up.

Contractor shall deliver consolidated bank deposit bags to a District-specified bank for night drop deposit.

The District reserves the right to require Contractor to make the above-detailed pick-ups during the summer as well.

55. ADDITIONAL SERVICES

Contractor shall provide additional services as requested by the District, as detailed herein. Bidder shall include pricing for additional services on Bid Sheets in the spaces provided. Student Nutrition Managers, as designated by the Director of Student Nutrition Services, will have the authority to request that Contractor provide additional services. Such requests may initially be verbal (e.g. via phone call), however, the Contractor 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.

During the school year, three days a week, additional cases of fruit are shipped along with the daily meal deliveries for approximately 25 schools.

On occasion, Contractor will be required to visit a site to reset a rethermalization oven.

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

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

On occasion, Contractor 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.

On occasion, Contractor 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.

56. CONTRACTOR VEHICLES; DOCUMENTATION REQUIRED WITH BID PROPOSAL

Contractor 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 bidder/Contractor (if award is made), provided that the requirements of this IFB/Contract are met.

Contractor vehicles shall maintain food at proper temperature, at or below 41 degrees Fahrenheit for cold food. For pickup of meals for the K-12 sites, district will provide food cold and will require refrigeration at or below 41 degrees. For pick-up of hot meals for the EED sites, district will provide hot foods in thermal bags or top-loading Cambro brand carriers. Contractor will not be required to take temperatures of the food nor be required to transport heated meals in heated vehicles. For heated meals, temperature is listed for informational purposes. All meals and supplies originating from the EED Central Kitchen will be ready for Contractor pick-up each day (starting at 9:30 am) for EED sites. Contractor 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.

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

Contractor 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 circumstances requiring an additional delivery to a site, the Contractor’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 in Section 53 (“Delivery Instructions”).

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

57. CONTRACTOR PERSONNEL

Contractor personnel working under this Contract, if award is made, shall be professionally groomed and identified by a distinctive nameplate, emblem, patch or badge displayed on the outer garment in a visible location. Contractor personnel shall interact with District staff, members of the public, students and parents, as applicable, in a courteous and professional manner.

Contractor personnel shall be qualified, properly trained to perform the work and Food Safety Handler Certified throughout the term of this Contract. Contractor personnel shall possess and maintain a valid California Driver’s License throughout the term of this Contract.

Prior to the commencement of, and throughout the term of the Contract, if awarded, Contractor shall ensure that its personnel meet all criminal background check, subsequent arrest notification, and tuberculosis testing requirements as detailed in this bid/contract.

58. CAPACITY TO PERFORM THE CONTRACT

A. Contractor shall be properly incorporated and licensed to do business in the State of California. Each bidder shall submit with its bid proposal documentation of proper incorporation and license to do business in the State of California.

B. Contractor shall have adequate financial resources to perform the Contract. Each bidder shall submit with its bid proposal documentation of adequate financial resources in the form of a financial statement. The financial statement submitted shall be prominently marked “CONFIDENTIAL” by the bidder, and shall be reviewed only by District.

C. Contractor shall have the necessary vehicles as detailed in Section 56 (“Contractor Vehicles; Documentation Required with Bid Proposal”) to perform this Contract according to the volume and
geographic distribution detailed in Section 51 ("Performance Logistics"), according to other requirements of this bid/contract including without limitation Sections 52 ("Pickup and Delivery"), 53 ("Delivery Instructions") and 54 ("Cash Handling"), and in light of any existing business obligations of Contractor. Each bidder shall submit with its bid proposal documentation of its ability to provide the appropriate vehicles to perform this bid/contract as bidder proposes, including without limitation in bidder’s proposed routing schedule pursuant to Section 51 ("Performance Logistics") herein, and as otherwise required in this bid/contract. If a bidder will await bid award before entering into a lease or purchase of some vehicles to be used in the performance of the bid/contract, then the bid proposal shall contain a letter of agreement, or an option to lease or purchase, or other documentation showing bidder stands ready, if awarded, to immediately lease or purchase adequate vehicles for the performance of the bid/contract, and the bid proposal shall contain a detailed implementation plan with regard to such newly-acquired equipment or facilities to meet the requirements of the bid/contract. Such plan must include detail demonstrating bidder’s experience and capacity to effectively and timely implement such a plan.

D. Contractor shall have the necessary personnel, skills, and experience to perform this Contract. Pursuant to Section 51 ("Performance Logistics"), each bidder shall submit with its bid proposal the name and resume of its supervisor and of its customer service representative to be assigned to the meal delivery operations. If a bidder has not yet hired said staff, such bidder shall submit with its bid proposal the job descriptions and qualifications that Contractor shall require for the supervisor and customer service representative positions, and Contractor shall detail how those positions will be filled on a timely basis, and how these individuals will be adequately trained in order for Contractor to be ready to perform the bid/contract, if awarded, as of the performance date listed in Section 21 ("Schedule for Implementation") of this IFB/contract. Also pursuant to Section 51 ("Performance Logistics"), each bidder shall provide in its bid proposal information detailing the training that Contractor provides to, and qualifications that Contractor requires of, its delivery line staff members and/or agents that will perform the Contract, if awarded.

E. Contractor shall have the necessary organization, accounting and operational controls to perform this bid/Contract. Each bidder shall submit with its bid proposal a list of key management personnel names and resumes, which shall include staff serving in supervisory and management roles in accounting and operations. Each bidder shall also include in its bid proposal information detailing the bidder’s organizational, accounting and operational control systems and structures.

F. To be eligible for award of the bid/Contract, if awarded, a bidder must have a satisfactory performance record, and a satisfactory record of integrity and business ethics, as demonstrated by its references, pursuant to Section 65 ("References").

G. To be eligible for award of the bid/Contract, if awarded, a bidder must be qualified and eligible to receive an award under applicable state and federal laws and regulations. Each bidder shall be able to submit, and shall submit, with its bid proposal a completed Suspension and Debarment Certification form pursuant to Section 40(A) ("Suspension and Debarment Certification").

H. To be eligible for award of the bid/Contract, if awarded, each bidder must submit with its bid proposal a completed Non-Collusion Affidavit pursuant to Section 40(B) ("Non-Collusion Affidavit").

59. LEGAL COMPLIANCE

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

60. BILLING
Schools receiving daily meal deliveries for Student Nutrition will be assigned to one of the three pricing tiers on a monthly basis, reflecting the volume of meals delivered to the site. By the 15th of each month, an average daily meal count will be assessed from the previous month. The total number of breakfast, lunch, supper, and snacks will be totaled then divided by the number of meal service days. Any change in volume will be applied to the following month. For the month of August, the first week of a school’s meal orders will be used. Summer school sites will also be assigned to one of three pricing tiers. Weekly food deliveries will be billed according to how many cases are shipped per delivery.

Invoices shall be itemized on a form or forms approved by Student Nutrition and submitted to Student Nutrition Services and the Early Education Program on a monthly basis, no later than the tenth (10th) working day of the month. Invoices shall be mailed to the following locations:

**Student Nutrition Services**
Zetta Reicker, Director
Student Nutrition Services
841 Ellis Street
San Francisco, CA 94109

**Early Education Department**
EED Payment Process
Accounting Department
20 Cook St.
San Francisco, CA 94102

### 61. REPORTS

Contractor must provide the District with a computerized detailed report including: locations by school grade level (EED, Elementary, Middle, High), number of deliveries or services, type of delivery or service, school site tier level (as applicable), and monthly totals. Report must be submitted via email as an attachment in an Excel format. Reports must be submitted no later than the tenth (10th) of the following month.

### 62. BID EVALUATION

A. The award, if made, will be awarded to the lowest responsive and responsible bidder based upon the requirements listed in this Invitation for Bid. Bidders who do not respond to all of the requirements/instructions provided in this invitation for bid may be deemed non-responsive and the bid may be rejected. To receive consideration, a bid shall be unqualified and unconditional. The District reserves the right to reject all bids. The District reserves the right to waive informalities and minor irregularities in bids received. Any failure by the District to object to an error, omission, or deviation in a bid proposal shall in no way modify the Invitation for Bid or excuse the bidder/contractor from full compliance with the specifications of this Invitation for Bid or any contract awarded pursuant to this Invitation for Bid.

B. The award, if made, will be made within five (5) days of the approval by the Board of Education. If the bidder to whom the award is made fails or refuses to execute the contract and provide the required documentation, bonds, certificates, licenses and permits within the required period, the District may declare the bidder’s bid deposit or bond to be forfeited as damages caused by the failure of the bid to enter into the contract, and the District may award the contract to the next lowest bidder, reject all bids, call for new bids or disqualify the failed bid proposal. Prior to making an award, the District reserves the right to inspect any bidder’s vehicles and equipment that would be used in the performance of this Contract in order to determine bidder preparedness.

C. In determining the award, if made, the District will take into consideration, but will not be limited to, the following:
   1. Price
   2. Fulfillment of all requirements of this Invitation for Bids
   3. Satisfactory review of bidder’s qualifications
   4. Any other factors deemed pertinent

### 63. BID BOND
Bidder must submit a bid bond for 10% of the total contract amount which shall be in the form of a firm commitment such as a surety bond, postal money order, certified check, cashier’s check or irrevocable letter of credit. Bid guarantees, other than bid bonds will be returned to unsuccessful bidders as soon as practicable after the opening of bids (Bid Opening) and to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted.

Failure of the successful Bidder to execute the contract and deliver the required bonds and certificates of insurance within the ten (10) day period may constitute a default, and bid guarantee may be forfeited. Thereupon, the District at its sole option may award the Contract to the next lowest Bidder, waive the time limit, or re-advertise for bids. The money and proceeds from the check or bond, as the case may be, shall be applied towards payment of damages to SFUSD caused by the default, and secondly, the necessity of accepting a higher or less desirable proposal due to this delay caused by the failure or refusal on the part of the successful bidder to execute the contract. The amount of the check or bond, as the case may be, shall not constitute a limitation upon the right of the District to recover for the full amount of such damage.

64. **PERFORMANCE BOND**

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

65. **REFERENCES**

The successful bidder, if an award is made, shall be qualified and experienced in providing delivery, pickup, and additional services of the volume and type sought to be provided under this Invitation for Bid. As evidence in support of this, each bidder shall provide references from at least three (3) companies or organizations to which the bidder provides, or has provided, similar services which substantiate that bidder meets the requirements of this this Invitation for Bid/ Contract Proposal. Bidders shall provide for each company or organization that the bidder lists as a reference in its bid proposal, a contact person from that company or organization who has direct knowledge of the bidder’s performance of the services provided to that company or organization. Bidders must fill out every field in Attachment C (“References Form”). Failure to submit references as required herein may result in rejection of the bid as nonresponsive.

All references required hereunder must be for the bidder that will perform the services for the District under MDS-2015A, and not an affiliate or other entity related to the bidder, unless that the affiliate’s or other related entity’s record will reasonably bear on the likelihood of successful performance by the bidder (if an award is made), for example, where the affiliate or other related entity will be involved in the performance of the bid/contract, or the affiliate or other related entity shares management with the bidder. If a bidder will include in its references required under this IFB a reference or references for an affiliate or other entity related to the bidder, the bidder must also include a written explanation detailing how the affiliate’s or other related entity’s record reasonably bears on the likelihood of successful performance by the bidder.

In addition to the requirements above, if a bidder has done business with the District within the past ten (10) years, bidder shall use a copy of Attachment C to also include the District as an additional reference beyond the three already required, for District’s consideration in the determination of award against this bid, if an award is made.

66. **PREVIOUS PERFORMANCE**

Bidders are advised that the District reserves the right to reject a bid proposal from a bidder that cannot demonstrate the ability to provide the services required. Past service and delivery performance in providing delivery services of similar volume and type to another organization will be a factor in the determination of award against this bid, if an award is made. A bidder’s past performance in providing services to the District,
if any, will be considered. A bidder that has demonstrated unsatisfactory past performance will be subject to disqualification as a non-responsible bidder, thereby disqualifying the bidder from contract award.

67. **BID PROPOSAL DUE DATE**

All bid proposals are due on **May 19, 2015 no later than 2:00 PM.** Two full copies of the bid proposal, in binders and with original signatures on each copy, must be received by the Purchasing Department, at the address above, prior to the due date and time specified. Bid proposal prices as provided on each bidder's Bid Sheet will be opened, read aloud, and recorded by the Purchasing Department.

68. **BID SIGNATURES**

All bid proposals must show the bidder name and must be signed by a responsible officer or employee who is fully authorized to bind the organization to the terms and conditions of this bid/Contract. Obligations assumed by such signature shall be fulfilled upon acceptance of the bid proposal by the District, if an award is made.

69. **MANDATORY PRE-BID CONFERENCE; BID CONTENT QUESTIONS**

A. A **mandatory pre-bid conference** will be held as follows:

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

   **Date and Time:** **May 12, 2015 at 2:00 p.m.**

B. **NOTE:** Attendance is mandatory for all prospective bidders on this IFB/contract.

C. The purpose of the mandatory pre-bid conference is to provide an overview of bid submission requirements and answer questions about the invitation for bids.

D. Prospective bidders must submit all inquiries, questions and requests for clarification regarding the IFB with “SUBJECT – INVITATION FOR BID # MDS-2015A” displayed prominently on the submission.

E. All bidder inquiries, questions and requests for clarification regarding this IFB must include reference to the number of the relevant section, page, attachment, etc. that the bidder is inquiring about.

F. All inquiries, questions and requests for clarification regarding this IFB must be directed by mail, facsimile or e-mail to:

   - Evan Magante
   - Purchaser
   - Purchasing Department
   - San Francisco Unified School District
   - 135 Van Ness, Room 123
   - San Francisco, CA 94102
   - Facsimile: 415-241-6487
   - E-mail address: MaganteE@sfusd.edu

G. All inquiries, questions and requests for clarification regarding this IFB must be received by **no later than 5:00 p.m. on May 5, 2015.**

H. The District's responses to all timely-submitted inquiries, questions and requests for clarification will be provided at the mandatory pre-bid conference in the form of a question-and-answer document,
which will also be posted on the District’s website, pursuant to Section 71 (“Updates; Information; Addenda”). A subsequent question-and-answer document, or an addendum or other document or update, may be issued after the mandatory pre-bid conference, in accordance with Section 71 (“Updates; Information; Addenda”), based on the discussion and questions asked at the mandatory pre-bid conference, if additional clarification or information deemed is necessary by the District.

70. **CONTRACT AGREEMENT**

The bidder to whom an award is made, if an award is made, shall execute the Contract form with all of the terms and conditions as provided herein.

71. **UPDATES; INFORMATION; ADDENDA**

A. The District may provide updates, information or clarifications related to this invitation for bids, and may issue documents related to this invitation for bids, by posting such information and documents on the District’s website, see below, and by mail and/or fax to all known prospective bidders.

B. Any changes, additions, or deletions to this invitation for bid/contract terms and conditions shall be made only by written addendum duly issued and posted on the District’s website, see below, and mailed and/or faxed to all known prospective bidders. Any addenda so issued by the District must be initialed and returned by bidders with bid proposal documents by the bid due date and time.

C. All updates, information, addenda and other documents related to this invitation for bids will be posted on the District’s Internet webpage, location listed below under “Link.”

**LINK:**


**NAVIGATION:**

www.sfusd.edu > Partnering with SFUSD > Current Invitations for Bids > MEAL DELIVERY SERVICES MDS-2015A

D. Bidders shall be responsible to check this Internet webpage on a regular basis for postings of any updates, information, addenda or other documents related to this IFB. Failure of any bidder to receive updates, information, addenda or other documents related to this IFB or to examine and submit as instructed any form, instrument, addendum or other document provided pursuant to this Section 71 (“Updates; Information; Addenda”), shall in no way relieve such bidder from any obligation with respect to the bidder’s bid proposal or this bid/contract.

72. **PRE-AWARD DOCUMENTS REQUIRED**

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

73. POST-AWARD DOCUMENTS REQUIRED
   A. Executed Contract form
   B. Insurance certificates and endorsements
   C. Criminal Background Check and Tuberculosis Clearance Form (Attachment D)
   D. Personnel Bond and Courier documentation pursuant to Section 57 ("Contractor Personnel")
   E. Performance Surety Bond (Attachment F)
   F. All other supporting documents as required by the District

74. ATTACHMENTS TO INVITATION FOR BID AND CONTRACT
    Attachments A through N, inclusive, as detailed in Sections 72 ("Pre-Award Documents Required"), Section 73 ("Post-Award Documents Required"), and as otherwise detailed in this Invitation for Bid and Contract, shall be attached and incorporated into this Invitation for Bid and Contract as though fully set forth herein.
(Attachment A)

BID FORM

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

In signing below, the undersigned proposes and agrees to furnish and deliver the goods and/or services as quoted in the accordance with the terms and conditions of the invitation for bid and at the pricing quoted in the Bid Sheet.

To Be Completed by Bidder:

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

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

Company Name: ______________________________________________________

Address: _____________________________________________________________

City, State, Zip Code: __________________________________________________

Telephone Number: ___________________________________________________

Fax Number: __________________________________________________________

Email Address: _________________________________________________________

Name (Please Print): ____________________________________________________

Title: __________________________________________________________________

Signature (Must be Hand-Written): __________________________________________

Date: __________________________________________________________________
(Attachment B)  
BID SHEETS*  
MEAL DELIVERY SERVICES IFB NO. MDS-2015A

<table>
<thead>
<tr>
<th>MEAL DELIVERY - SCHOOL YEAR</th>
<th>Est. Number of Sites</th>
<th>Per Site Delivery Price</th>
<th>Est. Number of Deliveries (Service Days)</th>
<th>Per Site Delivery Price by # of Sites and by # of Deliveries</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Nutrition Tier 3 Site (451 and above meals)</td>
<td>8</td>
<td></td>
<td>180</td>
<td>$ -</td>
</tr>
<tr>
<td>Student Nutrition Tier 2 Site (101 - 450 meals)</td>
<td>89</td>
<td></td>
<td>180</td>
<td>$ -</td>
</tr>
<tr>
<td>Student Nutrition Tier 1 Site (100 and below meals)</td>
<td>18</td>
<td></td>
<td>180</td>
<td>$ -</td>
</tr>
<tr>
<td>Early Ed Delivery</td>
<td>14</td>
<td></td>
<td>180</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ -</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MEAL DELIVERY - SUMMER SCHOOL &amp; HOLIDAYS</th>
<th>Est. Number of Sites</th>
<th>Per Site Delivery Price</th>
<th>Est. Number of Deliveries (Service Days)</th>
<th>Per Site Delivery Price by # of Sites and by # of Deliveries</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Nutrition Tier 3 Site (451 and above meals)</td>
<td>1</td>
<td></td>
<td>45</td>
<td>$ -</td>
</tr>
<tr>
<td>Student Nutrition Tier 2 Site (101 - 450 meals)</td>
<td>30</td>
<td></td>
<td>45</td>
<td>$ -</td>
</tr>
<tr>
<td>Student Nutrition Tier 1 Site (100 and below meals)</td>
<td>29</td>
<td></td>
<td>45</td>
<td>$ -</td>
</tr>
<tr>
<td>Early Ed Delivery</td>
<td>25</td>
<td></td>
<td>90</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ -</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FOOD &amp; SUPPLIES DELIVERY (BULK) - YEAR ROUND</th>
<th>Est. Number of Sites</th>
<th>Per Site Delivery Price</th>
<th>Est. Number of Deliveries (Service Days)</th>
<th>Per Site Delivery Price by # of Sites and by # of Deliveries</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Nutrition Tier 3 Site (51 cases and above)</td>
<td>2</td>
<td></td>
<td>18</td>
<td>$ -</td>
</tr>
<tr>
<td>Student Nutrition Tier 2 Site (31 to 50 cases)</td>
<td>6</td>
<td></td>
<td>36</td>
<td>$ -</td>
</tr>
<tr>
<td>Student Nutrition Tier 1 Site (1 to 30 cases)</td>
<td>18</td>
<td></td>
<td>36</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ -</strong></td>
</tr>
</tbody>
</table>

*Page 1 or 2 - both pages required.*
## Contract Proposal
### Meal Delivery Services
#### IFB No. MDS-2015A

---

### (Attachment B)

**BID SHEETS**

MEAL DELIVERY SERVICES IFB NO. MDS-2015A

<table>
<thead>
<tr>
<th>Bank Deposit Courier</th>
<th>Est. Number of Sites</th>
<th>Price Per Pick Up</th>
<th>Est. Number of Pick Ups Per Year</th>
<th>Per Site Pick up Price by # of Sites and by # of Pickups</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>80</td>
<td></td>
<td>36</td>
<td>$ -</td>
</tr>
</tbody>
</table>

---

**GRAND TOTAL**

- $ -

---

### ADDITIONAL SERVICES (FOR INFORMATIONAL PRICING ONLY)

<table>
<thead>
<tr>
<th>Additional Services</th>
<th>Est. Number of Sites</th>
<th>Per Case Delivery Price</th>
<th>Est. Number of Cases Per Site</th>
<th>Per Site Delivery Price by # of Sites and by # of Cases</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Cases of Fruit (USDA Commodities) (Shipping with Daily Meal Delivery During School Years)</td>
<td>25</td>
<td></td>
<td>10</td>
<td>$ -</td>
</tr>
<tr>
<td>Rethermalization Oven Reset</td>
<td></td>
<td></td>
<td>20</td>
<td>$ -</td>
</tr>
<tr>
<td>Emergency Meal Delivery</td>
<td></td>
<td></td>
<td>20</td>
<td>$ -</td>
</tr>
<tr>
<td>Emergency Milk Delivery</td>
<td></td>
<td></td>
<td>30</td>
<td>$ -</td>
</tr>
<tr>
<td>Equipment Move</td>
<td></td>
<td></td>
<td>10</td>
<td>$ -</td>
</tr>
<tr>
<td>Equipment Move - additional units, same delivery.</td>
<td></td>
<td></td>
<td>5</td>
<td>$ -</td>
</tr>
<tr>
<td>SFUSD Catering Delivery</td>
<td></td>
<td></td>
<td>20</td>
<td>$ -</td>
</tr>
</tbody>
</table>

*Page 2 or 2 - both pages required.*

---

**Company Name:**

______________________________________

**Name (Please Print):**

______________________________________

**Title:**

______________________________________

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

______________________________________

**Date:**

______________________________________
Bidders must complete this Attachment C (References Form), and any copies hereof, as required under Section 65 ("References") of this invitation for bids.

1) **Company/Organization Name:** __________________________________________________________
   
   Contact Person (Name & Title): ____________________________________________________________
   
   Address: ___________________________  City & State: ____________________________
   
   Telephone: ___________________________  Email: ____________________________
   
   Description of the services (including volume, type and dates) that the bidder provided to this organization:
   
   __________________________________________________________
   
   __________________________________________________________
   
   __________________________________________________________

2) **Company/Organization Name:** __________________________________________________________
   
   Contact Person (Name & Title): ____________________________________________________________
   
   Address: ___________________________  City & State: ____________________________
   
   Telephone: ___________________________  Email: ____________________________
   
   Description of the services (including volume, type and dates) that the bidder provided to this organization:
   
   __________________________________________________________
   
   __________________________________________________________
   
   __________________________________________________________

3) **Company/Organization Name:** __________________________________________________________
   
   Contact Person (Name & Title): ____________________________________________________________
   
   Address: ___________________________  City & State: ____________________________
   
   Telephone: ___________________________  Email: ____________________________
   
   Description of the services (including volume, type and dates) that the bidder provided to this organization:
   
   __________________________________________________________
   
   __________________________________________________________
   
   __________________________________________________________
**Criminal Background Check/Tuberculosis Clearance Written Certification Form**

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

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

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

### CRIMINAL BACKGROUND CHECK

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong></td>
<td>Contractor/Contractor’s employees, agents or volunteers will ONLY HAVE LIMITED OR NO CONTACT with District students (as defined by District) in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with District students in the performance of this Agreement.</td>
</tr>
<tr>
<td><strong>2.</strong></td>
<td>Contractor/Contractor’s employees, agents or volunteers, listed below, will have MORE THAN LIMITED CONTACT with District students (as defined by District) in the performance of this Agreement. INSERT NAMES OF EMPLOYEES (Attach and sign additional pages, as needed.) By checking this box, Contractor certifies that the employees, agents, volunteers noted above/attached have been fingerprinted under procedures established by the California Department of Justice and the FBI, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, and Contractor certifies that it has requested subsequent arrest notification for these employees.</td>
</tr>
</tbody>
</table>

### TUBERCULOSIS CLEARANCE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.</strong></td>
<td>Contractor/Contractor’s employees, agents or volunteers will ONLY HAVE LIMITED OR NO CONTACT with District students (as defined by District).</td>
</tr>
<tr>
<td><strong>4.</strong></td>
<td>Contractor/Contractor’s employees, agents or volunteers, listed below, will have MORE THAN LIMITED OR PROLONGED CONTACT with District students (as defined by District) in the performance of this Agreement, and have cleared a TB Test. INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE (Attach and sign additional pages, as needed.)</td>
</tr>
</tbody>
</table>

**Further Certification by Contractor:** “I hereby certify on behalf of Contractor that the information provided herein is true and accurate. I further agree that during the term of this Agreement, if Contractor learns of additional information that differs from the responses provided above, including but not limited to hiring new personnel and/or notice of a subsequent arrest, Contractor will immediately forward this information to District. If Contractor receives any subsequent arrest notification, I certify that Contractor will immediately notify District and bar such employee/agent/volunteer from performing any services under this Agreement that involve any contact with students.”

<table>
<thead>
<tr>
<th>Contractor Signature</th>
<th>Date</th>
<th>Administrator Signature</th>
<th>Date</th>
<th>Cabinet Member Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Print name of Signatory  
Print name of Administrator  
Print name of Cabinet Member
(Attachment E)

**BID BOND FORM**

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

THE CONDITION of this obligation is such that,

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

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

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

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

IN WITNESS WHEREOF, we have signed and sealed this instrument on this ______ day of _____________________, 20__.  

________________________________________________________   ___________________________________________________________  
(Principal)                                          (Seal)

________________________________________________________   ___________________________________________________________  
(Witness)                                          (Title)

________________________________________________________   ___________________________________________________________  
Surety)                                          (Seal)

________________________________________________________   ___________________________________________________________  
(Witness)                                          (Title)

SIGNATURE EXECUTED IN BEHALF OF SURETY MUST HAVE PROPER ACKNOWLEDGEMENT.
(Attachment F)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

3. Surety’s obligation under this Performance Bond shall arise after:

   3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Delivery services Contract; and

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

4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety’s expense take one of the following actions:

   4.1 Arrange for Contractor, with consent of District, to perform and complete the Delivery services Contract; or

   4.2 Undertake to perform and complete the Delivery services Contract itself, through its agents or through independent contractors; or

   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of Delivery services Contract, arrange for a contract to be prepared for execution by District and the Contractor selected with District’s concurrence, to be secured with
performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Delivery services Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Delivery services Contract, incurred by District resulting from Contractor’s Default; or

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

   i. After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or

   ii. Deny liability in whole or in part and notify District citing specific reasons therefore.

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

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

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

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

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

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

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

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

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

11. DEFINITIONS

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

11.2 Delivery services Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Delivery services Contract.

**CONTRACTOR, as principal**

____________________________________
By: ________________________________
Title: ______________________________
Address: ____________________________
Fax: ________________________________
Phone: ______________________________

**SURETY**

____________________________________
By: ________________________________
Title: ______________________________
Address: ____________________________
Fax: ________________________________
Phone: ______________________________

**DISTRICT**

San Francisco Unified School District
135 Van Ness Avenue, Room 123
San Francisco CA  94102
Phone: (415) 241-6468
Fax: (415) 241-6487
SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_______________________________________
Organization Name

_______________________________________
PR/Award Number or Project Name

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

_______________________________________
Signatures

_______________________________________
Date
(Attachment G)

SUSPENSION DEBARMENT CERTIFICATION (CONTINUED)

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
Sample School Calendars

Sample Calendar for TK-12 Sites

Instructional Days by Month

<table>
<thead>
<tr>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
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<tbody>
<tr>
<td>0</td>
<td>19</td>
<td>19</td>
<td>20</td>
<td>20</td>
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</tbody>
</table>

Fall Semester – 83 days
Spring Semester – 97 days
Total Instructional Days - 180
Total Work Day - 1
Professional Development Days - 3
Total Service Days - 184
(Attachment I)

Contractor's Disclosure Form Regarding SFUSD Officials

To be completed by Contractor:

<table>
<thead>
<tr>
<th>Name of Contractor:*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Services to be performed under the Agreement:*</td>
<td></td>
</tr>
<tr>
<td>Schools/Locations where services will be performed:*</td>
<td></td>
</tr>
<tr>
<td>Total amount to be paid by the District Under this Agreement not to exceed:*</td>
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</tr>
<tr>
<td>Term of Agreement:*</td>
<td>FY</td>
</tr>
</tbody>
</table>

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

Are any of Contractor’s employees (or owners) ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last two years? (Check “Yes” or “No” as applicable.)

- **NO.** None of Contractor’s employees (or owners) are ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last two years.

- **YES.** Contractor’s employees (or owners) listed in the table below are ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last two years. (Complete the table below. The list may be continued on an additional page as needed.)

<table>
<thead>
<tr>
<th>NAME of current SFUSD employee/Board member, or former SFUSD employee/Board member within the last two years, who is ALSO Contractor's employee (or owner):</th>
<th>JOB TITLE(S) AT SFUSD of current SFUSD employee/Board member, or former SFUSD employee/Board member within the last two years, who is ALSO Contractor's employee (or owner):</th>
<th>DATE on which individual left SFUSD employment/Board. Or, if the individual is currently an SFUSD employee/Board member, write “current.”</th>
<th>If individual is a current SFUSD employee/Board member, how is he/she to be paid? <em>(i.e., through SFUSD Human Resources, or Contractor plans to pay directly, etc.)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Certification by Contractor:

On behalf of Contractor, I hereby certify that, to Contractor’s knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Agreement, if Contractor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current SFUSD employees or Board members, or former SFUSD employees or Board members or within the last two years, Contractor will promptly update this form with the District.

**For SFUSD Office Use Only:**

Received by: ____________________________
(SFUSD staff initials)

Date received: ____________
(Attachment J)

City Map and Site Location
City Map and Site Location (Continued)
### Contract Proposal

**Meal Delivery Services**

**IFB No.** MDS-2015A

---

**PURCHASING DEPARTMENT**  
135 Van Ness Avenue, San Francisco, CA 94102  
T 415.241.6468  
F 415.241.6487  
WWW.SFUSD.EDU

---

#### Attachment K

**Current Order Level by Site**

(Daily Meal Delivery)

<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
<th>Breakfast</th>
<th>Lunch</th>
<th>Snack</th>
<th>Supper</th>
<th>Total Meals</th>
<th>Daily Meal Delivery</th>
<th>Notes</th>
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## Current Order Level by Site (Continued)

### (Daily Meal Delivery)

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<th>School</th>
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# Contract Proposal

**Meal Delivery Services**

**IFB No.:** MDS-2015A

---

**PURCHASING DEPARTMENT**

135 Van Ness Avenue, San Francisco, CA 94102

T 415.241.6468  F 415.241.6487  WWW.SFUSD.EDU

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### Current Order Level by Site (Continued)

**Daily Meal Delivery**

<table>
<thead>
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<th>School</th>
<th>Breakfast</th>
<th>Lunch</th>
<th>Supper</th>
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<td><strong>Address</strong></td>
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<td>529</td>
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<td>ULLOA</td>
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<td>318</td>
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<td>358</td>
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<td>64</td>
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**(Attachment K)**
## Current Order Level by Site (Continued)

### (Food & Supply Delivery - Bulk)

<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>AP GIANNINI MIDDLE</td>
<td>3150 Cheapa St., 94122</td>
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<tr>
<td>BALBOA HIGH</td>
<td>100 Adams Ave., 94127</td>
</tr>
<tr>
<td>EVERETT MIDDLE</td>
<td>1000 Church St., 94114</td>
</tr>
<tr>
<td>FRANCISCO MIDDLE</td>
<td>2700 Powell St., 94134</td>
</tr>
<tr>
<td>GAILEO H5</td>
<td>1430 Scott St., 94109</td>
</tr>
<tr>
<td>GEORGE WASHINGTON HS</td>
<td>600-314th Ave., 94121</td>
</tr>
<tr>
<td>HERBET HOOVER MIDDLE</td>
<td>655 De Haro St., 94107</td>
</tr>
<tr>
<td>HASENIA MARSHALL</td>
<td>241 Chresta Ave., 94112</td>
</tr>
<tr>
<td>JAMES DENMAN MIDDLE</td>
<td>1220 Noe St., 94110</td>
</tr>
<tr>
<td>JOHN O’CONNELL HS</td>
<td>2355 Polk St., 94110</td>
</tr>
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<td>JOHN JORDAN SCH FOR EQUITY</td>
<td>235 La Grande Ave., 94112</td>
</tr>
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<td>LINCOLN (Abraham) High</td>
<td>2162-24th Avenue, 94116</td>
</tr>
<tr>
<td>LOWELL H5</td>
<td>1101 Euclid Ave., 94123</td>
</tr>
<tr>
<td>MARINA MIDDLE</td>
<td>3500 Fillmore St., 94123</td>
</tr>
<tr>
<td>MARTIN L KING JR.</td>
<td>1101-18th Ave., 94114</td>
</tr>
<tr>
<td>MISSION H5</td>
<td>3500 Girard St., 94114</td>
</tr>
<tr>
<td>PHILLIP AND SALA BURTON HS</td>
<td>400 Marsell St., 94124</td>
</tr>
<tr>
<td>PRESLEY MIDDLE</td>
<td>400 Arguello Blvd., 94118</td>
</tr>
<tr>
<td>ROOSEVELT MIDDLE</td>
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</tr>
<tr>
<td>SCHOOL OF THE ARTS</td>
<td>450 Curtiss St., 94134</td>
</tr>
<tr>
<td>THURGOOD MARSHALL</td>
<td>450 Raymond Ave., 94134</td>
</tr>
<tr>
<td>VIS VALLEY MS</td>
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</tr>
</tbody>
</table>
# Meal Delivery Services

## Contract Proposal

**IFB No.** MDS-2015A

---

### Sample Packing Slips

**Revolution Foods, Inc.**

53 California Culinary Center
3300 Cogswell Drive
Oakland, CA 94621
(510) 596-9024

---

**Packing Slip: Wed. April 16, 2014**

**Deliver To:**

SFUSD - Glen Park - K-5 Snack
34 Ellis Street
San Francisco, CA 94109

**Bill To:**

San Francisco Unified School District
641 Ellis Street
San Francisco, CA 94109

**Details:**

Account Manager (Select Account Manager)
Track Route: 811

**Menu Subscribed To:**

- San Francisco Unified School District
- K-5 Lunches
- K-5 Snacks
- K-5 Snacks (all meals)

**1SF GLNP Delivery Tags (Initial Order):**

1 2 3 4 5 6 7 8

---

### 1SF GLNP Hot Lunch

<table>
<thead>
<tr>
<th>Description</th>
<th>Veg/VP</th>
<th>Size</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Natural Cheeseburger on a Whole Grain Bun with Ketchup and Mustard Packet (5/50)</td>
<td>Veg</td>
<td>K-5</td>
<td>160</td>
</tr>
<tr>
<td>Veggie Slap-Joe on a Whole Grain Bun (5/50)</td>
<td>Veg</td>
<td>K-5</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>160</strong></td>
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### 1SF GLNP Hot Lunch Components

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
<th>Container</th>
<th>Tag</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>All Natural Cheeseburger on a Whole Grain Bun (K-5) (5/50)</td>
<td>160</td>
<td>Lg/Box (10.10)</td>
<td>1SF GLNP T1</td>
</tr>
<tr>
<td>(b)</td>
<td>Veggie Slap-Joe on a Whole Grain Bun (K-5) (5/50)</td>
<td>5</td>
<td>Lg/Sheet (0.10)</td>
<td>1SF GLNP T1</td>
</tr>
<tr>
<td>(c)</td>
<td>Ketchup (4 packet)</td>
<td>160</td>
<td>Sticker (1.00 each) (0.10)</td>
<td>1SF GLNP T2</td>
</tr>
<tr>
<td>(d)</td>
<td>Mustard Packet (1 packet)</td>
<td>160</td>
<td>Sticker (1.00 each) (0.10)</td>
<td>1SF GLNP T3</td>
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</table>

### 1SF GLNP Lunch Vegetable

<table>
<thead>
<tr>
<th>Description</th>
<th>Veg/VP</th>
<th>Size</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shredded Romaine Lettuce (50)</td>
<td>Veg/VE</td>
<td>K-5</td>
<td>100</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
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Sample Packing Slips (Continued)

<table>
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<th>Qty</th>
<th>Container</th>
<th>Tag</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Shredded Romaine Lettuce (1.5 cup)</td>
<td>100</td>
<td>Stocker</td>
<td>SFGLNP T6</td>
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</table>

SFGLNP Snack

<table>
<thead>
<tr>
<th>Description</th>
<th>Veg/DF</th>
<th>Size</th>
<th>Qty</th>
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<tr>
<td>Sunbutter with Sea Salt Pita Chips [a,b]</td>
<td>Veg</td>
<td>K-5</td>
<td>50</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>50</td>
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SFGLNP Snack Components

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
<th>Container</th>
<th>Tag</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Sunbutter (1.5oz cup)</td>
<td>50</td>
<td>Stocker</td>
<td>SFGLNP T7</td>
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<tr>
<td>(b)</td>
<td>Sea Salt Pita Chips (1.25 oz bag)</td>
<td>50</td>
<td>Product/Case</td>
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Order notes

Delivery Notes

Meal Time

Temp at Departure: ____________________ Time of Departure: ____________________

For RF office Use Only

Equipment/Misc. Inventory

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty left at school site</th>
<th>Qty picked up</th>
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</thead>
<tbody>
<tr>
<td>Stackers</td>
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<tr>
<td>Cambros</td>
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<td>Trays</td>
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<td></td>
</tr>
<tr>
<td>Utensils</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condiments</td>
<td>------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Milk</td>
<td>------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Other Equipment</td>
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<td></td>
</tr>
</tbody>
</table>

SFGLNP Delivery Confirmation

Received by: ____________________ Temp at receipt: ____________________

Driver Signature: ____________________ Time of receipt: ____________________

Thank you for your business! - the Revolution Foods Team

Revolution Foods, Inc.
Non-Collusion Affidavit

Invitation for Bid # MDS-2015A

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the [title] of [organization name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on [date], at [city], [state].

__________________________
Signature of Bidder

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this _________ day of ________, 20__.  

__________________________
Signature of Notary

[SEAL OF NOTARY]

__________________________
Typed Name of Notary
(Attachment N)

Meal Transport Log

San Francisco Unified School District - Student Nutrition Services
DELIVERY RECEIPT

Heating School: __________________ Date: __________ Site #: __________

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Temperature</th>
<th>Time Packed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bag Lunches</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entrée Hot / Cold</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(circle one)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fruit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable (if applicable)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bread or Cracker (if applicable)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milk</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Driver: __________________ Received By: __________________

Depart Time: __________ AM/PM Time Received: __________ AM/PM

Return □ Refused □ Time Served: __________ AM/PM

Reason: __________________

All entrées must be discarded 4 hours from the time packed.

---

San Francisco Unified School District - Student Nutrition Services
DELIVERY RECEIPT

Heating School: __________________ Date: __________ Site #: __________

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Temperature</th>
<th>Time Packed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bag Lunches</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entrée Hot / Cold</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(circle one)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fruit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable (if applicable)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bread or Cracker (if applicable)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Milk</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Driver: __________________ Received By: __________________

Depart Time: __________ AM/PM Time Received: __________ AM/PM

Return □ Refused □ Time Served: __________ AM/PM

Reason: __________________

All entrées must be discarded 4 hours from the time packed.

---

White Copy-SNS, Pink-School, Yellow-Heating Kitchen
SNS-136.ks (Summer Programs)