INVITATION FOR BID - Cover Sheet

MEAL SERVICES

IFB No. MS-2012

MAIL OR DELIVER BIDS TO
San Francisco Unified School District
Purchasing Department
IFB No. MS-2012
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

BID DUE DATE AND TIME:
NOVEMBER 13, 2012 AT 2:00 PM

- Competitive bids for the specified material and/or service must be received by the San Francisco Unified School District's Purchasing Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, bidders are required to respond according to the instructions contained in this Invitation for Bid ("IFB"). Bidders will respond utilizing the format, forms and other criteria indicated in this IFB.
- Bidder responses that do not comply with the format, forms and other criteria indicated, may be rejected. The District reserves the right to refuse all bids.
- Bids transmitted by facsimile, email or other electronic communication will not be considered. Bids received after the due date and time will be rejected.
- To preserve the integrity of this IFB, bidders are requested not to contact any individual within the District other than the District's Purchaser as indicated in Section 78 ("Inquiries; Addenda; Clarification") herein.

MANDATORY PRE-BID CONFERENCE
OCTOBER 26, 2012, 10:00 a.m. Room 113
135 VAN NESS AVENUE, SAN FRANCISCO
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Timeline

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<tr>
<td>Bid Issue</td>
<td>Oct 9, 2012</td>
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<tr>
<td>Bid Mailed</td>
<td>Oct. 9, 2012</td>
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<tr>
<td>Bid Advertisement #1</td>
<td>Oct. 9, 2012</td>
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<tr>
<td>Bid Advertisement #2</td>
<td>Oct. 16, 2012</td>
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<tr>
<td>Question &amp; Answer Period Deadline</td>
<td>Oct. 19, 2012</td>
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<tr>
<td>Bid Due and Opening</td>
<td>Nov. 13, 2012</td>
</tr>
<tr>
<td>Intent to Award Notice</td>
<td>TBA</td>
</tr>
<tr>
<td>Board of Education Meeting</td>
<td>TBA</td>
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<tr>
<td>Contract Award (Approximately)</td>
<td>TBA</td>
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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 meal services to students of the San Francisco Unified School District. Individually-packaged meals are served at all schools.

The District’s Student Nutrition Services Department ("SNS") oversees the administration and implementation of the meal service program. Approximately 5,500 breakfasts, 22,000 lunches and 6,000 snacks are prepared daily and served at approximately one-hundred fourteen (114) Elementary, Middle and High Schools. SNS also provides meal service for Summer School.

The national trend, from the Healthy Hunger Free Kids Act to the Let’s Move Campaign, is focused on ensuring health and wellness for all students, including access to freshly prepared food, nutrition education, and an increase in availability of fresh fruits and vegetables.

SNS supports these efforts and continues a commitment to reducing the daily intake of fats, sodium, and sugar while increasing the consumption of dietary fiber, fruits, vegetables, whole grain products, and legumes. SNS strives to increase the availability of freshly prepared, not frozen meals throughout the District.

SNS is committed to supporting the District’s sustainability goals, through increasing the use of sustainably produced, locally grown products, including products that have not been treated with non-therapeutic antibiotics. Further the District is committed to San Francisco’s goals to achieve Zero Waste by 2020 by using compostable wares wherever possible.

As required by the California Education Code, the District has a responsibility to provide one nutritionally adequate meal each day to each enrolled needy student. The definition of a needy student is one who qualifies for a free or reduced price meal under the family size and income guidelines for the National School Lunch or Breakfast Program. There are currently over 30,000 youth that qualify for free or reduced price lunches in San Francisco and it remains SNS’s commitment to feed all of our students the highest quality, freshest and most nutritious meals available. The District’s Board of Education has also passed the Feeding Every Hungry policy which ensures that no child is denied a meal because of inability to pay.
CONTRACT PROPOSAL (Indefinite Quantity)  RETURN ONE SIGNED ORIGINAL COPY OF THIS PAGE AND THE REQUIRED DOCUMENTS

BIDS WILL BE OPENED AT 2:00 PM, November 13, 2012  IFB No. MS-2012

AT:  SAN FRANCISCO UNIFIED SCHOOL DISTRICT  DATE:  October 9, 2012
PURCHASING DEPARTMENT  PROPOSAL NO.
135 VAN NESS AVENUE, ROOM 123  
SAN FRANCISCO, CA 94102
TEL: 415-241-8488  FAX: 415-241-8487

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

DO NOT INCLUDE SALES OR EXCISE TAXES IN BID PRICES. (See Section 18 "Taxes; Payment of Taxes."

Upon receipt of a Contract Acceptance, 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 proposal 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 ____________________________

Do you have an affirmative Action Policy? ____________________________
GENERAL TERMS AND CONDITIONS (BID AND CONTRACT)

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

2. BID FORM; BID 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 three (3) pages. Bills 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. Mistakes may be crossed out and corrections made adjacent, corrections must be initialed in ink by the person signing the bid. 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 opening to receive consideration for an award. To receive consideration, a bid shall be unqualified and unconditional.
   B. Bids submitted on other than the prescribed forms contained in this bid will be rejected. Bidders may copy the forms contained in this bid for use in their bid submission, but substituted forms or formats 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 will be dictated by the actual needs of the District. The bidders are to complete and enter the appropriate cost on the Bid Sheets in the space provided.
   D. Bidders that do not complete these forms as indicated will be deemed non-responsive and the bid 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 per-serving Contract for meal services to be provided to the District as detailed in this bid/Contract. Bidders shall provide in the bid response a FIXED PER-SERVING PRICE to District, to be filled in on the Bid Sheets per Section 2 ("Bid Form; Bid Sheets").
   B. The fixed per-serving price to the District for all meal services provided under this Contract, if awarded, shall be according to the fixed per-serving price as detailed in the winning Contractor's bid response unless otherwise expressly provided for herein. Notwithstanding the foregoing, the per-serving-price to the District shall be reduced by Offer vs. Serve credits, USDA and DOD food credits, or other credits provided for herein.
   C. Contractor's fixed per-serving price to District shall be inclusive of the costs to Contractor of all meals and meal components (except milk beverage containers which the District shall provide separately), packaging, freight, and delivery to Contractor's distribution center along with all other related costs including condiments, utensils, serving trays and napkins, as required to be served in all child nutri-
tion programs per Section 54 ("Meal Components; Exclusion of Milk"), and consistent with the approved menu cycle.

4. INDEFINITE QUANTITY BID/CONTRACT
A. This is a term, indefinite quantity bid/contract. Any estimated quantities are approximate only. Provision of the products hereunder shall be required as ordered and at the times required herein during the term of this Contract. The District does not guarantee a minimum of orders nor shall the District be required to limit its orders. 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 15 ("Payment for Services Rendered”).
B. District reserves the right to make purchases of products from other than the Contractor when District determines that such articles are immediately needed or that it is obviously not practical to purchase against the Contract.

5. DISCREPANCIES BETWEEN UNIT PRICE AND EXTENSION
The fixed-per-serving-price listed on the bid sheets will prevail. If there is a discrepancy in the bid sheet that is not equal to the quantity times the per-serving price, the District will correct the mistake by inserting the correct extension of the quantity times the per-serving price and arrive at a new extension and a new total, which will be the basis of the award, if awarded.

6. OPENING OF BIDS
A. The Purchaser will open bids at the hour and place stated in the advertisement in the presence of all bidders who attend.
B. Bidders may inspect the bids after tabulation, unless the bid has been cancelled.

7. REJECTION OF BIDS
The Purchaser reserves the right to reject any and all bids, and to waive any irregularities or informalities in any bid or in the bidding.

8. CASH DISCOUNTS
A. Cash Discount (discount for prompt payment) may be taken into consideration in determining the low bid under the following conditions:
   1. Discounts, if offered, must be for at least a thirty (30) day period from receipt of products or services in order to be considered in awarding bids. This does not preclude vendors from offering discounts for lesser periods to expedite payments.
   2. The discount period will start upon date of completion of delivery of all items on any order or other authorization certified by the Purchaser or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
   3. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the District warrant or check.
B. Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the payment in accordance with the provisions of Subsections A(2) and A(3) of this Section, unless otherwise provided in writing by bidder as a part of its bid.
C. It is understood and agreed that no additional charge shall accrue against the District in the event that the District does not make payment within any time specified by bidder.
9. **FIRM PRICES**

Prices/quotations must be firm. If an award is made, prices will 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 shall be as set forth in the approved Board of Education resolution authorizing this Agreement, unless terminated earlier pursuant to Section 28 ("Termination"). The District shall have options to extend the term of this Agreement, under the same terms and conditions of this Agreement, for a period or periods ending no later than December 31, 2017, with said options to be exercised at the sole discretion of the District. Contractor shall execute with the District a written amendment pursuant to Section 35 ("Modification of Agreement") to effectuate any such option or options that the District may exercise.

B. This Agreement shall be effective upon execution of this Agreement by the duly authorized representatives of the Parties, approval by the Board of Education, and certification by the Chief Financial Officer as to the availability of funds pursuant to Section 14 ("Budget and Fiscal Provisions").

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

11. **ESTIMATED CONTRACT VALUE**

The estimated annual value of the contract, if awarded, is approximately $9,000,000.00 (nine million dollars) 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 Agreement.

12. **PRICE ADJUSTMENTS**

The not-to-exceed amount of this Agreement may, as applicable, be increased or decreased after the initial term of this Agreement and any extension of this Agreement pursuant to Section 10 ("Term; Effective Date: Amount of Agreement"), provided that any such increase or decrease is executed, approved, and certified pursuant to Section 35 ("Modification of Agreement"). Any requested price increase or decrease must be properly documented and submitted in writing by Contractor to the District's Director of Student Nutrition Services no less than sixty (60) days prior to the anniversary of the date of the commencement of the initial term of this Agreement, and prior to such anniversary date of any extension of this Agreement thereafter. The percentage increase shall not exceed the All Consumer Price Index (CPI) of the San Francisco Metropolitan Area, as reported by the U.S. Department of Labor for the June-to-June period immediately preceding the adjustment date. In no event shall the increase exceed five percent (5%). Contractor will be required to present documentation sufficient to justify any proposed percentage price increase.

13. **COST OF BID PREPARATION**

Cost of preparation for the 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.

14. **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.

15. 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-meal price for meals provided to District as detailed in this Agreement, provided however that the District’s obligations under this Agreement shall not exceed the not-to-exceed amount of this Agreement approved by the Board of Education pursuant to Section 10 (“Term; Effective Date; Amount of Agreement”) and certified by the District’s Chief Financial Officer pursuant to Section 14 (“Budget and Fiscal Provisions”).

B. Payment to the Contractor by the District will be made in arrears for meal services provided as ordered by the District pursuant to this Agreement, and after receipt of properly documented invoices, submitted by Contractor on an invoicing form acceptable to the District pursuant to Section 69 (“Invoicing”).

16. 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 35 (“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.

17. 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.

18. 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.

19. SUBCONTRACTING

Contractor shall not subcontract the entirety of, or a majority of, the services to be provided under this Agreement. Contractor is permitted to enter into subcontracts in the performance of a minor portion of this Agreement with the prior written consent of the District. A bidder that proposes to use a subcontractor in the performance of a minor portion of this Agreement shall, in its bid, name any such subcontractor and specify the subcontractor’s role with sufficient detail to enable the District to clearly understand the boundaries of the subcontractor’s role. If the Contractor will subcontract a minor portion of this Contract, Contractor shall comply with the provisions of this Section and shall ensure that its subcontractor shall comply with all applicable requirements of this Contract including but not limited to Section 25 (“Insurance”), Section 45 (“Qualified Personnel”) and Section 70 (“Facilities”). Other than subcontracting detailed in the Contractor’s bid, Contractor is prohibited from subcontracting this Contract, or any portion of this Contract, without the prior written consent of the District. Contractor remains responsible for the fulfillment of all obligations and requirements under this Agreement. No Party on the basis of this Contract shall in any way contract on behalf of, or in the name of, the other Party of this Contract, and violation of this provision shall confer no rights on any Party and any action taken shall be void.

20. ASSIGNMENT

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

21. 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 33 of this Agreement (“Proprietary or Confidential Information of the District”).

22. SCHEDULE FOR IMPLEMENTATION

The bid shall contain a detailed schedule by which the bidder, if awarded the Contract, would commence implementation of the Contract. Should the District not approve 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 Contract.

23. SAMPLES

A. Samples must be furnished as required by this Invitation for Bids, pursuant to Section 68 (“Community Tasting Panel”). Submitted sample shall be wholly consistent with what bidder proposes to furnish under the Contract. The District will determine the sufficiency of the sample.

B. Sample shall not be enclosed with Contract Proposal, but will be submitted at the required date and time. Each sample shall be plainly marked in a durable manner with the name of the bidder; the IFB/Contract Proposal Number, and the item number.
24. BONDS

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

25. 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.

26. 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.

27. 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 28 (“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.

28. TERMINATION

A. In the event of Contractor default pursuant to Section 27 (“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 50 (“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 27 (“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 50 (“Notice to the Parties”). In event of termination for convenience, Contractor will be paid for those services performed, or deliveries made, pursuant to this Contract and to satisfaction of District up to the specified date of termination. In no event will District be liable for costs incurred by Contractor after the specified date termination. Such nonrecoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, or any other costs which is not reasonable or authorized under this Section.
This Section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work, or canceling further deliveries, under the Contract after receipt of the termination notice.

29. INDEMNIFICATION

A. Contractor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees, consultants and costs of investigation) (collectively "Claim"), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of California Education Code section 45125.1 and/or disclosure of confidential information which might be obtained by Contractor or Contractor's employees or agents during the performance of this Agreement.

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

30. LIABILITY OF DISTRICT

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

31. 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.

32. 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.fpcc.ca.gov)

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

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

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

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

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

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

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

F. Compliance with Gift Limits. Contractor will abide by legal gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to District officials, and in order not to place District officials in conflict with any specific gift restrictions: (1) No Contractor or representative thereof shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any District contracting or procurement official at any time. (2) No Contractor or representative thereof shall offer or give, directly or indirectly, any gifts in a calendar year to a District official which exceed the allowable gift limit. (See e.g. Cal. Govt. Code 89503; 2CCR 18940.2. See also www.fpc.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,” aids 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;
   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.
33. 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.

34. 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.

35. 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 14 ("Budget and Fiscal Provisions").

36. CONTRACT INTERPRETATION; CHOICE OF LAW; VENUE

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

B. This Contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California. The venue for all claims arising out of this Contract shall be in San Francisco.

37. 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.

38. 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.

39. 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.

40. 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).
41. 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.

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

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

44. 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.

45. 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.

46. 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.

47. 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.
48. 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.

49. 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 (CDJO) for all Contractor employees, agents, and volunteers assigned to the District, and will certify that no employees, agents, or volunteers who have been convicted of a serious or violent felony as described in EC 45125.1 (citing 45122.1), a sexual offense as defined by EC 44010 or a controlled substance offense as described in EC 44011 (consistent with EC 45123), will have contact with District pupils pursuant to this Agreement. This prohibition does not apply to a conviction for which the employee, agent or volunteer has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.

2. Contractor will provide the District with a list of all employees, agents and volunteers who have cleared the criminal background check, as detailed above, and who will have contact with District pupils pursuant to this Agreement, and specify to which sites they will be assigned.

3. Contractor will be responsible for the costs of the criminal background checks.

4. As written certification of its compliance with this Section, Contractor will complete and submit the Criminal Background Check/ Tuberculosis Clearance Certification Form ("CBC/TB form") (ATTACHED).

5. For any Contractor employees, agents or volunteers that Contractor hires/ assigns subsequent to Contractor's initial submission of the CBC/TB form to District, Contractor will conduct background checks and submit additional CBC/TB forms to District, as required.

6. The criminal background check requirement applies only to Contractor's employees, agents or volunteers who will have more than limited contact with students. Contractor's employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check requirements. If Contractor asserts that 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.

B. Subsequent Arrest Notification

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

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

C. Tuberculosis Testing

1. Contractor agrees that all employees, agents or volunteers whose functions require frequent or prolonged contact with students will complete tuberculosis testing the same as the testing that is described in California Education Code section 49406. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an X-ray of the lungs. Thereafter, the Contractor shall ensure that its employees, agents or volunteers who are skin test negative have undergone the foregoing examination at least once every four (4) years if the Contractor is still rendering services to the District pursuant to this Contract, and such employees, agents, and volunteers shall be listed by name on the Criminal Background Check/ Tuberculosis Clearance Written Certification Form with a notation of the date of each individual’s testing/clearance. Contractor shall maintain on file in its offices documentation of tuberculosis clearance for its employees, agents, and volunteers who shall have more than limited contact with students under this Contract.

2. The Contractor shall be responsible for the costs of the examination.

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

4. The District may, 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.

50. 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>Director, Ed Wilkins</td>
</tr>
<tr>
<td>CONTACT PERSON</td>
<td>Director, Ed Wilkins</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/FAX</td>
<td>415.749-3604 (TEL) 415.749-3618 (FAX)</td>
</tr>
</tbody>
</table>
NOTICE TO THE DISTRICT PURCHASING DEPARTMENT:
San Francisco Unified School District
Purchasing Department
135 Van Ness Street, Room 123
San Francisco, CA 94102

NOTICE TO THE CONTRACTOR:

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

51. FILING OF PROTESTS

A. Protests relating to the content of this Invitation for Bid (IFB) document must be filed within ten (10) calendar days after the date the IFB is first advertised. Protests relating to a recommendation for award solicited by this IFB must be filed by an “Interested Party” within five (5) calendar days after the staff’s written recommendation and notice of intent to award is issued to the proposing firms. The date of filing shall be the date of receipt of protests or appeals by the District.

B. All protests shall be filed in writing with Mr. Rod Sarmiento, Director of the Purchasing Department, San Francisco Unified School District, 135 Van Ness Avenue, Room 123, San Francisco CA 94102. No other location shall be acceptable.
52. PERFORMANCE LOGISTICS

A. District Volume. District student participation in school meal programs comprises approximately 5,500 breakfasts, 22,000 lunches and 6,000 snacks served on school days during the regular school year at approximately one-hundred fourteen (114) Elementary, Middle and High Schools, as well as meal service during summer school in lesser amounts. If award is made, Contractor shall provide meal services to the District to meet such volume of student participation pursuant to the terms and conditions of this bid/Contract. Pursuant to Section 62 ("Capacity to Perform the Contract"), bidders shall provide with the bid response detailed information regarding bidder’s capacity to provide meal services to the District sufficient to meet the volume of student participation described in this Section.

B. Distribution Center. Contractor shall maintain and operate a distribution center (as detailed below) from which all meals shall be picked up by the District’s separately-contracted-for delivery service (“Delivery Service”) for delivery to District school sites. Contractor shall ensure that all meals are ready for pick-up at Contractor’s distribution center each school day no later than 5:00 AM, arranged in pallets by route (which shall include all school sites on each route) and in a format that will allow each route inventory to be easily verified and signed for when picked up by the Delivery Service. Contractor shall utilize a District-approved Morning Exchange Sign-off form (MES) for each route, detailing the number and type of meals provided for the schools on each route that day. Each school day Contractor shall provide the MES for each route to the Delivery Service driver for that route for review and sign-off. Contractor shall keep a copy of each route’s signed MES each day, and provide a copy of it to the District in support of its invoicing pursuant to Section 69 ("Invoicing").

C. Contractor Locations. Contractor’s distribution center shall be located within the City and County of San Francisco, or within fifteen (15) miles of the City and County of San Francisco and not involving a bridge between Contractor’s distribution center and the District’s school sites. Bidders shall submit with the bid response the exact location, including street address, of Contractor’s distribution center, as well as the exact location, including street address, of the meal preparation facility or facilities to be used in the performance of this bid/contract.

D. Distribution Center Logistics. Contractor’s distribution center shall provide grade level space with adequate lighting for the transfer of meals to approximately fifteen (15) meal delivery vans, each van servicing one route. For efficiency, the vans may be scheduled by time intervals to be determined and mutually agreed upon by Contractor and District. Contractor’s distribution center space shall be maintained in a clean and unobstructed manner, reserved exclusively for the meal delivery vans during the total time needed for all drivers to verify and sign for each route’s inventory, load and leave the premises. Contractor shall provide a representative to oversee the order exchange on every day of service.

E. Route Delivery Tickets. The District’s SNS department will design and provide route delivery tickets to Contractor which Contractor shall use in labeling and arranging all meals by routes for pick-up at its delivery center, unless a different route delivery ticket is otherwise agreed to in writing by the parties. Although occurring very infrequently, the delivery routes designated by the District are subject to change with a minimum of seventy-two (72) hours’ written notice, and Contractor shall update its operations and paperwork accordingly to match any such changes.

F. Meal Services Orders. An authorized representative of the District’s Student Nutrition Services ("SNS") department will place orders with the Contractor for meals according to a timeline that shall be mutually agreed upon by the parties in writing. The orders will include totals for each school site and each type of meal. SNS will submit orders to Contractor every school day and SNS reserves the right to increase or decrease the number of meals ordered on a forty-eight (48) hour notice, or less if mutually agreed upon between the parties.

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

H. **Shortages.** In the event Contractor has a product shortage, Contractor shall notify the District representative as soon as possible but no later than seventy two (72) hours prior to the scheduled day of service of such product(s), and shall offer District a substitute product or products for the District’s written approval.

I. **Holidays.** Provision of meal service during District holidays and vacations will be at reduced levels. Prior to any such reduction, the District representative will contact the Contractor to notify Contractor of reduced service. The volume of meal services ordered will drop to approximately one-fourth of the normal volume during these times. Return to normal levels of service will also be preceded by notification from the District representative.

J. **Labor Dispute.** Contractor shall continue to provide meal services under this Contract in the event of a labor dispute at any District or Contractor site, or at any site of Contractor’s agents.

K. **Major Disaster.** Contractor shall continue to provide meal services under this Contract in the event of a major disaster affecting District sites or the sites of Contractor or its agents.

L. **Emergency Contingency Plan.** Contractor shall provide an Emergency Contingency Plan to ensure continuity of meal services. Such plan shall ensure that meal services will not be interrupted as a result of events including but not limited to a major disaster, fire, work stoppage, power outages, or other emergencies. The plan will include options for shelf-stable back-up meals for use in emergencies. Bidders shall submit such Emergency Contingency Plan as a part of the response to this Invitation for Bid.

53. **SCOPE OF SERVICES CONTRACTOR AGREES TO PERFORM**

A. **Commercial-free and Tobacco Support-free Schools.** The District’s Board of Education supports commercial-free and tobacco support-free educational settings. District policy prohibits the sale of tobacco subsidiary products in all District schools, including cafeterias, student and teacher-run stores, and vending machines. Contractor shall not furnish to District any products associated with or engaged in relationship with tobacco subsidiaries.

B. **Key Support Personnel; Resumes.** Consistent with the requirements of Section 62 ("Capacity to Perform the Contract", bidders shall submit a list of the names of key support personnel that will perform work under this bid/Contract, if awarded, as well as resumes for such staff. Contractor shall designate an account executive dedicated solely to the implementation of this Contract.

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

D. **21 Day Menu Cycle; Ingredients Lists; Nutritional Analysis.** Contractor shall provide a 21 day menu cycle detailing all meal services to be provided, including ingredients lists for all items in the menu cycle, and complete nutritional analysis for the 21 day menu cycle demonstrating that all meals furnished meet or exceed the HHFKA requirements per Section 53(C) ("Healthy Hunger-Free Kids Act Requirements"). Bidders shall provide the information required in the immediately preceding sentence with the bid response. Bidders shall utilize unflavored one percent (1%) fat milk in the required nutritional analysis for the 21 day menu cycle, however, pursuant to Section 54 ("Meal Components; Exclusion of Milk"), milk shall not be a part of the meal components purchased by the District under this bid/Contract. To determine meal requirements and equivalents met by each item and compliance with HHFKA, Contractor/Bidders shall refer to the most current version of the Food Buying Guide for Child Nutrition Programs (Program Aid Number 1331), most recently revised in 2012, or any official updates thereafter. The 21 day menu cycle submitted in the bid response shall conform to the Offer vs. Serve meal platform. Bids shall include service for all meals in the Contractor’s 21-day menu cycle and all other necessary meal components five days per week except for school calendar holidays.

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

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

G. Bid Scenarios. Contractor shall include in its bid a tiered pricing and service structure that includes a break-out of lunch with the following three (3) scenarios: (1) five days a week salad bar; (2) two days a week salad bar; and (3) without salad bar. In all three scenarios, Contractor shall provide a minimum of five fresh fruits and five fresh vegetables offered weekly.

H. School Days. Contractor will be responsible to provide all meals, including all meal components, for approximately 180 school days per school year and 20-45 school days per summer, pursuant to the District’s current school calendar, which is subject to minor revisions during the term of the Agreement. A sample District school calendar is provided as Attachment H (“Sample School Calendar”).

54. MEAL COMPONENTS; EXCLUSION OF MILK

As part of providing meal service as ordered by the District, Contractor shall supply each school day all meal components, including but not limited to serving trays and utensils, required by the HHFKA in the service of meals consistent with breakfast, lunch, and snack specifications, and consistent with Section 61 (“Packaging; Condiments”) herein, with the exception of the half (½) pint of milk which District will itself supply and which shall not be included in this bid/contract.

55. MENU CYCLE CHANGE PROCEDURE

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

56. NON – COMPLIANCE

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

57. MAJOR INGREDIENTS AND FOOD SPECIFICATIONS

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

B. Meat and Poultry. Only meat and poultry meeting the following grade standards shall be used:
1. Beef USDA A Choice or better
2. Pork USDA A Number 1
3. Veal USDA A Choice
4. Fowl USDA A Grade A or B
5. Poultry Chicken (fryers) USDA A Grade A
6. Turkey USDA A Grade A

C. Cured Processed Meats. (Bologna, frankfurters, luncheon meat, salami, others) shall meet all applicable requirements for Food Safety and Quality standards for the product. No variety meats, fillers, extenders, non-fat milk solids or cereal shall be used, which shall be subject to third-party verification.

D. Non-Cured Meat Products. Meat shall not contain fillers and must be Grade A or better. Beef shall have a lean-to-fat ratio of at least eighty percent lean to twenty percent fat (80:20 lean-to-fat). For sausage patties, the maximum fat allowed is fifty percent (50%) by weight.

E. Dairy Products. All dairy products shall be United States Department of Agriculture Grade A, where applicable. The following items shall not be used: Cold-pack cheese food, pasteurized processed cheese food, pasteurized cheese spread, and pasteurized processed cheese spreads and other cheese alternates.

F. Frozen Vegetables. All frozen vegetables shall be United States Department of Agriculture Grade A Fancy IQF frozen providing color, flavor and textural characteristics of freshly prepared non-frozen vegetable upon re-heating of meal from frozen 0 degree Fahrenheit state. Canned vegetables may be used only in preparation of sauces.

G. Fresh Fruits and Vegetables. A variety of fresh fruits and vegetables shall be served; no fruit or vegetable may be repeated more than twice weekly in the same meal platform.

H. Fruit and Fruit Juice. No frozen fruits or canned fruit juice shall be served. Fruit juice shall be 100% fruit. Fresh fruit shall be USDA Fancy or #1 Grade, and size fruit equivalency must meet grade-level requirements under the Healthy Hunger-Free Kids Act (HHFKA).

I. Fats and Oils. Butter – Must meet 92 score, Fortified, Margarine must be Fortified 15,000 I.U.

J. Fried Foods, Trans Fats. No fried foods, flash fried foods or artificial trans fats are permitted; only natural, non-hydrogenated, and trans-fat free oils may be used in cooking, food preparation, and dressings.

K. Processed Foods. All processed foods shall contain no more than the minimum of sodium, fat, sugar, and/or other additives that are absolutely necessary for food preservation, safety, and palatability. Specifically prohibited additives are listed below. Contractor shall ensure that meals provided pursuant to this Contract shall be free of the prohibited additives. The presence of prohibited additives shall be subject to third-party verification at the discretion of the District, and the Contractor shall be responsible for the costs of any such verification.

L. Prohibited Additives:
   1. Those not on the USDA GRAS list
   2. Monosodium Glutamate (MSG)
   3. Sodium Bisulfate (Sulfite Compounds)
   4. Sodium Nitrate
   5. Sodium Nitrite
   6. Sodium Benzoate
   7. Artificial colors or flavors
   8. Added animal fats (lard) or by-products
   9. Tropical oils (coconut and palm oils)
   10. BHA & BHT.
   11. L-Cystine
   12. Disodium dihydrogen-sodium EDTA
   13. Hydrogenated oils
   14. Products containing peanuts or peanut residues
   15. High fructose corn syrup
   16. No artificial transfats

M. Fat and Sodium Levels. Contractor shall ensure that the meals provided shall contain the lowest possible fat and sodium content possible while still providing a product with a good flavor and texture.
Contractor shall ensure that in no event shall more than thirty percent (30%) of the calories in any meal come from total fat, and in no event shall more than ten percent (10%) of calories in any meal be derived from saturated fats.

N. Products, Ingredients Requiring Approval. Contractor shall not use products containing the following ingredients unless the Contractor receives prior approval from the District's representative: MSG, wine, alcohol, beef tallow, coconut palm oil.

O. Domestic Products. Federal regulations require that, to the maximum extent possible, only domestic products be purchased for use in the School Breakfast, National School Lunch, Afterschool Snack, and At Risk After School Meals. If the bid will include foreign-grown or foreign-produced products, the bid must identify those products on the bid sheet. Subsequent to award of the bid, the successful Contractor must provide this information on any foreign-grown or foreign produced products sold to the District.

P. Cultural Variety. Contractor shall include in its menu plans a variety of foods from the District's students' cultural backgrounds. Bidders shall ensure that this variety is reflected in the 21 day menu cycle submitted in response to this Invitation for Bid.

Q. Freshly Prepared, Not Frozen Meals. Contractor shall provide meals that are freshly prepared (as defined below) and not frozen (as defined below). Bidders shall include in the bid response a detailed description of the daily production of such freshly prepared and not frozen meal platform, demonstrating compliance with these requirements.

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

S. Not Frozen. “Not frozen” shall mean that the meal, once fully prepared, shall never be frozen.

T. Sourcing. Contractor shall provide detailed information with its 21 day menu cycle regarding the sourcing of all meal ingredients, and shall note whether meal ingredients do or do not come from locally-grown foods (as defined below), sustainably produced foods (as defined below), and/or animal products that are free from the non-therapeutic use of antibiotics (as defined below). Contractor shall maintain systems to track the sourcing of all meal ingredients, and shall provide notification of the names and locations of the sourcing at least one week prior to the day of delivery of meals to District. Bidder shall submit 21 day menu cycling sourcing information as required above, and a description of its source-tracking and notification systems with bid response.

U. Locally-Grown. “Locally-grown” shall mean food grown at a farm (as defined below) within a two hundred and fifty (250) mile radius of San Francisco, CA. “Farm” shall mean the location where the produce is grown, not the address of a packing house or aggregation point.

V. Sustainably Produced. “Sustainably produced” food shall mean food that has received third-party food product certifications, including USDA Organic, Protected Harvest, Food Alliance, Fair Trade, certification, or other sustainability-related product claims, such as “grass-fed” beef.

W. Animal Products Free from Non-therapeutic Use of Antibiotics. “Animal products that are free from non-therapeutic use of antibiotics” are animal products that come from food-producing animals which have only been subjected to the use antibiotics (particularly antibiotics with analogues to human drugs) when diagnosed with bacterial disease by a certified veterinarian, and which have not been subjected to the routine use of antibiotics other than for such disease therapy.

58. UTILIZATION OF USDA FOODS

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

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

1. Name of Menu items utilizing USDA Foods
2. Name of USDA Foods and USDA Item code for the corresponding menu item
3. Net weight/portion of USDA Foods in the menu item
4. Total number of servings of menu item in each case of USDA Foods
5. USDA value per serving of the menu item

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

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

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

F. If the Contractor is an approved USDA Foods processor, it shall comply with the rules and regulations of the National and/or State Processing Agreement.

G. If Contractor is not an approved USDA food processor, then it shall use USDA foods to the extent permitted by the USDA in its menu plan, and shall work with the District and the NSD’s Food Distribution Program to ensure that Contractor is using USDA Foods in a manner that complies with the USDA Foods Processing Program.

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

I. Each year the discounts permitted on the State Commodity Processing Agreement are expected to change. If the District extends the Contract pursuant to Section 10 (“Term; Effective Date; Amount Of Agreement”), then for any such extension, if Contractor is an approved USDA Foods processor, then Contractor shall submit the following documentation to the District’s Student Nutrition Services department:
   1. New, approved State Commodity Processing Agreement for the term of the extension.
   2. New, approved End Product Data Schedules for the term of the extension for each product awarded.

59. FOOD QUALITY, INSPECTIONS AND LABELING

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

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

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

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

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

M. Contractor shall provide exact information and documentation regarding the items delivered in the performance of this Contract. Template reports, which track these items must be submitted to the District in a format agreed upon by the parties. Contractor shall submit reports at least monthly, beginning with the first full month of service.

N. Contractor shall maintain records satisfactory to the District to support Contractor's invoicing, shall report invoice the District promptly at the end of each calendar month at a minimum, and shall make such records available to the District upon request.

O. Contractor shall grant the District, the California Department of Education, the United States Department of Agriculture, the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts and transcriptions.

P. Contractor shall retain all records required or necessary under this Contract for a period of three (3) years from the date of final payment hereunder; except that if any audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

Q. Contractor shall maintain all documentation related to products, transactions or services provided under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available upon written request.

61. PACKAGING; CONDIMENTS

A. Meal components intended for heating must be supplied in oven-able containers only, individually and securely lip sealed with oven-able closure film. The film used shall be 60 to 80 gauge polyester stock, transparent and nontoxic, which is heat (not adhesive) sealed to the flanges of the containers, to prevent separation in convection oven heating. Excess film should be tucked under containers in a fashion to preclude sticking to adjacent containers during heating. All modules must withstand oven heating up to 400 degrees Fahrenheit for a minimum of 35 minutes and subzero Fahrenheit temperatures as well. Oven-able Film wrap used for sandwich type items shall be 60 to 80 gauge polyester stock, transparent and non-toxic.

B. For items intended for "hot use," products must not melt, deform or break apart when they come in contact with hot food or liquids. For these items intended for "hot use," Contractor shall provide District with exact temperature tolerances in its instructions for the preparation of the meals.

C. Contractor shall provide meals with the following non-food items: single use serving trays, condiments consistent with the attached menu, napkins, and single service ware. Contractor shall include all non-food items that are necessary for the meal to be served.

D. Contractor shall furnish individual packets of appropriate condiments as dictated in the menu to all schools. All condiments must meet food specifications. Any deviation in content must have prior approval by SNS. Bidders shall include specifications and information for all condiments provided in the 21 day menu cycle in the bid response.

E. Contractor shall furnish Carry-out Trays that hold all meal components and are easily transportable by all students.

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

1. Compostable plastics must be certified compostable by the Biodegradable Products Institute (BPI), Din Certco AIB Vinçotte Inter (Belgium), Japan Bioplastics Association or Australian Environmental Labeling Association proving that the finished product meets ASTM D6400, ASTM D6868, ISO 17088, DIN EN 13432, or AS 4736-2006 standards of compostability.
2. Compostable plastic items must not contain additives that include highly hazardous chemicals, including but not limited to: persistent, bioaccumulative, and toxic (PBT) chemicals; very persistent and very bioaccumulative (vPvB) chemicals; carcinogens; mutagens; and reproductive toxins.

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

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

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

G. Bidders shall submit with the bid response pricing and specifications breakouts for four (4) scenarios as follows: (1) with the food service packaging and utensils that Contractor would normally offer, (2) with the utensils that bidder would normally offer plus food service packaging that meets the requirements listed in Section 61(F) ("Zero Waste Goal"); (3) with the food service packaging that bidder would normally offer plus utensils that meet the requirements listed in Section 61(F) ("Zero Waste Goal"); and (4) with both utensils and food service packaging that meet the requirements listed in Section 61(F) ("Zero Waste Goal").

62. CAPACITY TO PERFORM THE CONTRACT

A. Contractor shall be properly incorporated and licensed to do business in the State of California. Bidders shall submit with the bid response 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. Bidders shall submit with the bid response documentation of adequate financial resources in the form of a financial statement. The financial statement submitted shall be confidential and reviewed only by District.

C. Contractor shall have the necessary equipment and facilities to perform this Contract at the volume detailed in Section 52(B) ("District Volume") and in light of Contractor's existing business obligations. Bidders shall submit with the bid response comprehensive detail about the equipment and facilities, including meal preparation and distribution center facilities, including but not limited to information on the production capacity/capacity of such equipment and facilities in light of Contractor's existing business obligations. Equipment shall include but not be limited to meal preparation equipment and vehicles to transport meals from the meal preparation facilities to the distribution center, as well as equipment used to store meals at the distribution center. If a bidder will await bid award before entering into a lease or purchase of some equipment and/or facilities to be used in the performance of the bid/contract, then the bid response 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 equipment or facilities for the performance of the bid/contract, and the bid response 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, technical skills, and experience to perform this Contract. Pursuant to Section 53(B) ("Key Support Personnel; Resumes"), bidders shall submit with the bid response a list of key support personnel names and resumes, which shall include staff supervising the meal preparation and handling operations. Bidders shall also provide in the bid response information detailing the training and qualifications that Contractor requires of, and/or provides to, its food preparation and distribution center line staff members and/or agents that would perform the Contract, if awarded.

E. Contractor shall have the necessary organization, accounting and operational controls to perform this Contract. Pursuant to Section 53(B) ("Key Support Personnel; Resumes"), bidders shall submit with the bid response a list of key support personnel names and resumes, which shall include staff serving in supervisory and management roles in accounting and operations. Bidders
shall also include in the bid response information detailing the bidder’s organizational, accounting and operational control systems and structures.

F. To be eligible for award of the Contract, if awarded, a bidder must have a satisfactory performance record, and a satisfactory record of integrity and business ethics, as demonstrated by its references, pursuant to Section 64 ("References").

G. To be eligible for award of the Contract, if awarded, a bidder must be qualified and eligible to receive an award under applicable state and federal laws and regulations. Bidders shall be able to submit, and shall submit, with the bid response a completed Suspension and Debarment Certification form as detailed in Section 42 ("Suspension and Debarment Certification").

63. MARKETING; PUBLIC RELATIONS; EDUCATION

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

A. Direct marketing:
   1. Provide graphic colorful copies of menus and topical nutrition information to parents monthly. Distribution and communication channels should also include potentially using social networking sites.
   2. Provide monthly newsletters designed to educate youth and their families. Each newsletter must be unique and represent a timely or seasonal topic.
   3. Provide graphic artwork, direct marketing materials (e.g. posters, menu boards, banners).
   4. Provide attractive packaging for all meals.

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

C. Training and Events:
   1. Provide two-to-four in-service trainings for Student Nutrition Services staff on quality service, innovations in food service, HHKFA and other topics as agreed upon with SNS leadership.
   2. Participate in a minimum of 25 events designed to educate the local community.

64. REFERENCES

The successful bidder, if an award is made, shall be qualified and experienced in providing meal services of the volume and type sought to be provided under this Invitation for Bid. As evidence in support of this, bidders must provide references from at least three (3) companies or organizations to which bidder provides or has provided products and services that substantiate that bidder meets the requirements of this this Invitation for Bid/Contract Proposal. The reference contacts provided must have direct knowledge of the bidder's provision of such products and services. Bidders must fill out every field in the attached References Form (Attachment C - References Form). If bidder has done business with the District within the past ten (10) years, bidder shall include the District as an additional reference beyond the three already required. Failure to submit references as required may result in rejection of the bid as nonresponsive.

65. PREVIOUS PERFORMANCE

Bidders are advised that the District reserves the right to reject a bid from a bidder who cannot demonstrate the ability to provide the services required. Past service and delivery performance with an organization of similar size and scope of work may be a factor in the determination of award against this bid. Bidders' past performance practices and service to the District, if any, will be examined. Bidders who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible bidder, thereby disqualifying the bidder from contract award.
66. NEW MEALS AND MEAL COMPONENTS
   A. Contractor will work with SNS to develop new meals and meal components that conform to the price constraints of the Contract.
   B. As new meals and meal components are tested and approved for inclusion in the 21 day menu cycle, the District reserves the right to order these meals and meal components in substitute for existing ones.

67. PRODUCT SAMPLES
   During the term of this Agreement, Contractor shall grant District's requests for samples, free of charge, of any product being purchased from Contractor pursuant to this Agreement, or being proposed by Contractor for inclusion as a new item pursuant to Section 66 ("New Meals and Meal Components") of this Agreement, in order to allow District to assess and accept or reject such product as provided.

68. COMMUNITY TASTING PANEL
   A. After bid opening, on the date specified below, all bidders shall provide to the District sample meals as specified, to be anonymously presented by District staff to a Community Tasting Panel ("Panel") for evaluation using the criteria detailed below.
   B. Panel membership shall consist of participants invited to represent students, parents, community members, and District Student Nutrition Services staff. If not all invited Panel members actually attend and participate in the Community Tasting Panel, then the Panel membership shall consist of those invitees who do actually attend and participate. To avoid the possibility of a tie vote as to any one bidder's sample meals as evaluated by the Panel, an odd number of Panelists shall be ensured either by the non-participation of, or the addition of, one staff member if deemed necessary by the District.
   C. The Community Tasting Panel and will be held on November 14-21, 2012. The location of the Community Tasting Panel will be provided after the bid opening.
   D. The Community Tasting Panel evaluation is based on the National Food Service Management Institute's Measuring Success with Standardized Recipes (U.S. Department of Agriculture, Food and Nutrition Service, 2002). A passing score is a requirement of this IFB. The winning bidder, if an award is made, must have received a passing score from the Community Tasting Panel. The following evaluation will be used.
      1. Panel members will rate samples based on three traits:
         a. Appearance of the food
         b. Taste/texture of the food
         c. Overall acceptability of the food
      2. The rating is binary, with a "Yes" or "No" answer.
      3. A passing score is defined as a bidder receiving at least a majority of "Yes" responses in aggregate, calculated across all of the meal samples provided by that bidder, as required herein.
   E. Each bidder shall provide five (5) sample meals, as required below, to the District for the Community Tasting Panel evaluation. The District's Student Nutrition Services staff (not a Panel member) will heat, or otherwise prepare, each meal pursuant to instructions that the bidder shall also provide with regard to its sample meals. The Student Nutrition Services staff will then present each prepared meal to the Community Tasting Panel for evaluation. The meals provided to the Panel shall not be identified by bidder name, but shall be anonymous, with the identity of the bidder to be tracked by an SNS staffer (not a Panel member) who shall not reveal the bidder's identity until after the tasting is complete, when such identity shall be utilized to tally the results for each bidder.
F. Bidders shall provide the sample meals from the bidder’s 21-day menu cycle, and shall provide the sample meals exactly as each would be constituted and provided to the District under the Contract as if the meal were going to a school site. The five (5) sample meals shall consist of one (1) of each of the following:

1. Chicken Entrée
2. Beef Entrée
3. Vegetarian Entree
4. Entrée Salad
5. Sandwich (a sandwich to be served cold)

G. A sample evaluation sheet that the District will utilize for the Community Tasting Panel is included, for potential bidders’ information, as Attachment J (“Taste Test Tally Sheet”).

69. INVOICING

A. Contractor shall submit invoices weekly in arrears, detailing and aggregating the meal services satisfactorily provided during that billing week. The invoices shall contain the following information: invoice number, date of invoice, item number and description for every item, commodity designation, quantity, unit price and extended totals. Contractor shall detail in the invoices all applicable deductions from the per-serving price to District, and/or apply all applicable credits as detailed in this bid/contract.

B. Contractor shall provide such invoices to the District no later than 5:00 PM on the fifth (5th) working day following the end of the billing week, unless another timeframe is agreed to in writing by the District.

C. Contractor shall submit invoices electronically to the following District representative or as otherwise designated in writing:

Ed Wilkins, Director  
Student Nutrition Services  
San Francisco Unified School District  
841 Ellis Street  
San Francisco CA 94109  
Email: WilkinsE@sfusd.edu

D. With invoices for each billing week, Contractor shall submit copies of all Morning Exchange Sign-off forms (MES) for each route and for each school day of the billing week. Each such MES must have been signed pursuant to Section 52 (“Performance Logistics”) as supporting documentation for meal services rendered.

E. A copy of every signed MES shall be retained by the Contractor for Contractor’s records and in the event that an audit or other need for a copy should arise.

F. Contractor shall provide to District a monthly activity report of USDA Foods usage on a monthly basis at no additional charge and include the following information:

1. Beginning Inventory
2. Monthly usage/draw down
3. Ending Inventory

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

70. FACILITIES

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

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

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

   **Date and Time:** October 26, 2012 at 10:00AM

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

C. The purpose of the pre-bid conference will be to discuss the scope of services specified and to clarify any issues related to any terms, conditions, and specifications that may be considered ambiguous in nature. **Contractors are requested to submit by mail, facsimile or e-mail, questions about this bid which they would like to be addressed at the conference with SUBJECT – INVITATION FOR IFB NO. MS-2012.** Please reference the page and section number(s) related to your inquiry and submit your inquiry no later than 5:00 p.m. on October 19, 2012. If possible, written responses to advance questions will be prepared and distributed at the conference. An addendum may be issued after this pre-proposal conference if additional clarification or information is necessary.

D. Failure of any bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve any bidder from any obligation with respect to his proposal or to the contract.

72. **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 any and all bids. The District reserves the right to waive informalities and minor irregularities in bids received.

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 forfeited as damages caused by the failure of the bidder to enter into the contract. The District may award the contract to the next lowest bidder, reject all bids, call for new bids or disqualify the bid. Prior to making an award, the District reserves the right to inspect any bidder’s facilities and equipment that would be used in the performance of this Agreement 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 Bid
3. Satisfactory review of bidder’s qualifications
4. Any other factors deemed pertinent
5. Any prompt payment discount, per Section 8 (“Cash Discounts”) for payments made within thirty (30) days after receipt of invoicing submitted as provided for herein may be considered in the bid award.

D. **Bid Requirement Checklist.** This Section 72(D) (“Bid Requirement Checklist”) provides a summary of the requirements of this Invitation for Bid for convenience only, and in the event a conflict between this Section and any other more detailed sections of this Agreement on the same subject matter, the other such section shall control. Bidder shall be responsible to meet all requirements of this Invitation for Bid regardless of the contents of this Section 72(D) (“Bid Requirement Checklist”).
1. As applicable, information on any subcontractor, pursuant to Section 19 ("Subcontracting").
2. Implementation Schedule, pursuant to Section 22 ("Schedule for Implementation").
3. Location of facilities, pursuant to Section 52(C) ("Contractor Locations").
4. Emergency Contingency plan, pursuant to Section 52(L) ("Emergency Contingency Plan").
5. List of key support personnel and corresponding resumes, pursuant to Section 53(B) ("Key Support Personnel; Resumes").
6. 21 day menu cycle for K-5; 6-8; 9-12 lunches, pursuant to Section 53(D) ("21 Day Menu Cycle; Ingredients Lists; Nutritional Analysis").
7. 21 day menu cycle for k-5; 6-8; 9-12 breakfasts, pursuant to Section 53(D) ("21 Day Menu Cycle; Ingredients Lists; Nutritional Analysis").
8. 21 day menu cycle for K-5; 6-8; 9-12 snacks, pursuant to Section 53(D) ("21 Day Menu Cycle; Ingredients Lists; Nutritional Analysis").
9. Ingredient lists for each item in the menu cycle, pursuant to Section 53(D) ("21 Day Menu Cycle; Ingredients Lists; Nutritional Analysis").
10. Nutritional analysis for each tier of the lunch, breakfast and snack menus, pursuant to Section 53(D) ("21 Day Menu Cycle; Ingredients Lists; Nutritional Analysis").
11. Information required to certify menus in order to obtain the additional 6 cent reimbursement, pursuant to Section 53(F) ("HHFKA 6 Cents Reimbursement").
12. Bid pricing scenarios pursuant to Section 53(G) ("Bid Scenarios").
13. Information on any foreign grown items, pursuant to Section 57(O) ("Domestic Products").
14. Cultural variety in 21 day menu cycle, pursuant to Section 57(P) ("Cultural Variety").
15. Description and of daily production of freshly prepared not frozen meal platform, pursuant to Section 57(Q) ("Freshly Prepared, Not Frozen Meals").
16. Description of sourcing information and tracking systems, pursuant to Section 57(T) ("Sourcing").
17. Information on condiments in the 21 day menu cycle, pursuant to Section 61 (Packaging; Condiments").
18. Bid pricing scenarios regarding food service ware, pursuant to Section 61 (Packaging; Condiments").
19. Documentation and/or information as applicable to demonstrate capacity to perform the contract, pursuant to Section 62 ("Capacity to Perform Contract").
20. Marketing and Education Plan, pursuant to Section 63 ("Marketing; Public Relations; Education").
21. References, pursuant to Section 64 ("References").
22. 21 day menu cycle shall include the sample meals required to be provided pursuant to Section 68 ("Community Tasting Panel").
23. All documents required in this Invitation for Bid, including but not limited to those listed in Section 79 ("Pre-Award Documents Required").
73. **BID DUE DATE**

All bids are due on November 13, 2012 at 2:00 PM. Two copies of the bid, in binders with original signatures on each copy must be delivered to the Purchasing Department, at the address above, prior to the bid opening. Bids will be opened, read aloud, and recorded by the Purchasing Department.

74. **BID SIGNATURES**

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

75. **BID BOND**

Accompanying each proposal shall be a cashier’s or certified check payable to San Francisco Unified School District, or an original Bid Bond equivalent to ten percent (10%) of the total bid amount. Bond must be in the form provided (see Attachment), and must be executed by a surety company, which has obtained a Certificate of Authority (Admitted) from the California Department of Insurance. Any condition of limitation placed upon said check of any alteration of said form of bond, or imperfection in the execution thereof, as herein required, may result in the rejection of that proposal under which said check or bond is submitted. Said check or bond shall guarantee that the vendor, if awarded the Contract will execute and deliver required Contracts, Bonds and Insurance requirements. Unsuccessful bidder’s cashier’s check, certified check or bid bond will be returned within thirty (30) days upon approval of the Board to the successful bidder. Successful bidder’s cashier’s check, certified check or bid bond will be returned within thirty (30) days upon full execution of all Contract documents.

76. **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).

77. **CONTRACT AGREEMENT**

The winning bidder, if the bid is awarded, shall execute the Contract form with the terms and conditions as provided herein.

78. **INQUIRIES; ADDENDA; CLARIFICATION**

A. The District will make any interpretations, changes, additions, or deletions to this IFB only by addendum duly issued, and a copy of such addendum will be 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 response documents by the bid due date and time.

B. All bidder inquiries/questions/requests for clarification regarding the IFB must include reference to the bid number and the number of the condition, section, page, etc. that the bidder is inquiring about. All inquiries/questions/requests for clarification must be directed to:

Rod Sarmiento  
Purchasing Director  
Purchasing Department  
San Francisco Unified School District  
135 Van Ness, Room 123  
San Francisco, CA 94102  
Facsimile #415-241-6487  
E-mail address SarmientoR@sfusd.edu
B. All inquiries, questions and/or requests for clarification must be received by the Purchasing Depart-
ment no later than 5:00 p.m. on October 19, 2012. Inquiries, questions and/or requests for clarifica-
tion received after this date and time will be rejected without response.

C. All inquiries/questions/requests for clarification and communications regarding this bid will be posted
on the District’s Internet webpage, location listed below under “Link.” Bidders shall be responsible to
check this Internet webpage on a regular basis for any updates and communications regarding this
IFB.

**LINK:**

[http://portal.sfusd.edu/en/doing-business-with-sfusd/current-invitations-for-
bids.html](http://portal.sfusd.edu/en/doing-business-with-sfusd/current-invitations-for-
bids.html)

**NAVIGATION:**

[www.SFUSD.Edu > Departments > Purchasing Department > Current Bids/RFPs > Invitations for Bids > MEAL SERVICES](http://portal.sfusd.edu/en/doing-business-with-sfusd/current-invitations-for-
bids.html)
79. **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 Sheets properly completed (Attachment B)
   D. References Form properly completed (Attachment C)
   E. Bid Bond properly signed and executed (Attachment E)
   F. Contractor's Disclosure Form Regarding SFUSD Officials (Attachment I)
   G. Suspension and Debarment Certification Form properly completed (Attachment G)
   H. All other supporting documents as required by the District

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

81. **ATTACHMENTS TO INVITATION FOR BID AND CONTRACT**

   Attachments A through J, inclusive, as detailed in Sections 79 ("Pre-Award Documents Required") and Section 80 ("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.
Please review all bid documents carefully; the District will not be responsible for any error or omissions on the part of the Contractor in submitting a bid.

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

To Be Completed by Bidder:

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

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

Company Name: _____________________________________________________________

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**

**SFUSD STUDENT NUTRITION SERVICES**  
**INVITATION FOR IFB # MS-2012**  
**MEAL SERVICES**

**BID SHEET FOR: GRADES K-6**

<table>
<thead>
<tr>
<th>Item # Description</th>
<th>Estimated Servings Per Day</th>
<th>Bid Price Per Serving</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Hot Breakfast</td>
<td>3,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Cold Breakfast</td>
<td>3,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Grab N Go Breakfast</td>
<td>3,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Snack</td>
<td>7,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Lunch with Salad Bar Five Days A Week</td>
<td>14,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Lunch with Salad Bar Two Days A Week</td>
<td>14,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Lunch without Salad Bar</td>
<td>14,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**GUARANTEED OFFER vs. SERVE CREDITS PER SERVING**

<table>
<thead>
<tr>
<th>Item</th>
<th>Credit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Fresh Vegetable</td>
<td></td>
</tr>
<tr>
<td>9. Fresh Fruit</td>
<td></td>
</tr>
</tbody>
</table>

---

**PURCHASING DEPARTMENT**  
135 Van Ness Avenue, San Francisco, CA. 94102  
T: 415.241.8488  
F: 415.241.8487  
WWW.SFUSD.EDU

38 / 51
SFUSD STUDENT NUTRITION SERVICES
INVITATION FOR IFB # MS-2012
MEAL SERVICES

BID SHEET FOR: GRADES 6-8

<table>
<thead>
<tr>
<th>Item # Description</th>
<th>Estimated Servings Per Day</th>
<th>Bid Price Per Serving</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Hot Breakfast</td>
<td>350</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Cold Breakfast</td>
<td>250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Grab N Go Breakfast</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Snack</td>
<td>1,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Lunch with Salad Bar Five Days A Week</td>
<td>1,800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Lunch with Salad Bar Two Days A Week</td>
<td>1,800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Lunch without Salad Bar</td>
<td>1,800</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

GUARANTEED OFFER vs. SERVE CREDITS PER SERVING CREDIT AMOUNT

<table>
<thead>
<tr>
<th>Item # Description</th>
<th>Credit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Fresh Vegetable</td>
<td></td>
</tr>
<tr>
<td>9. Fresh Fruit</td>
<td></td>
</tr>
<tr>
<td>Item # Description</td>
<td>Estimated Servings Per Day</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>1. Hot Breakfast</td>
<td>600</td>
</tr>
<tr>
<td>2. Cold Breakfast</td>
<td>600</td>
</tr>
<tr>
<td>3. Grab N Go Breakfast</td>
<td>300</td>
</tr>
<tr>
<td>4. Snack</td>
<td>550</td>
</tr>
<tr>
<td>5. Lunch with Salad Bar Five Days A Week</td>
<td>3,000</td>
</tr>
<tr>
<td>6. Lunch with Salad Bar Two Days A Week</td>
<td>3,000</td>
</tr>
<tr>
<td>7. Lunch without Salad Bar</td>
<td>3,000</td>
</tr>
</tbody>
</table>

GUARANTEED OFFER vs. SERVE CREDITS PER SERVING

<table>
<thead>
<tr>
<th>Item # Description</th>
<th>Credit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Fresh Vegetable</td>
<td></td>
</tr>
<tr>
<td>9. Fresh Fruit</td>
<td></td>
</tr>
</tbody>
</table>
REFERENCES FORM

Per Section 64 ("References") of the bid/contract, each bidder shall be qualified and experienced in providing meal services of the volume and type of meal services sought to be provided under this Invitation for Bid. Each bidder shall demonstrate compliance with this requirement by submitting references from at least three (3) organizations to which bidder has provided meal services of such volume and type. Bidders shall provide for each reference a contact person who has direct knowledge of bidder's performance of the services provided. Bidders must fill out every field in this References Form. A bidder's failure to submit the required information may result in rejection of the bid. Per Section 64 ("References"), if a bidder has provided services to the District within the past ten (10) years, such bidder must also submit a District reference, and shall use a copy of this form to submit this information. If a bidder wishes to provide any additional references meeting these requirements, a copy of this form may be used.

1) Organization: ________________________________

   Contact (Name & Title): __________________________

   Address: __________________________ City & State: __________________________

   Telephone: __________________________ Email: __________________________

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

   ____________________________________________________________________________

2) Organization: ________________________________

   Contact (Name & Title): __________________________

   Address: __________________________ City & State: __________________________

   Telephone: __________________________ Email: __________________________

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

   ____________________________________________________________________________

3) Organization: ________________________________

   Contact (Name & Title): __________________________

   Address: __________________________ City & State: __________________________

   Telephone: __________________________ Email: __________________________

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

   ____________________________________________________________________________
(Attachment-D)

Criminal Background Check/Tuberculosis Clearance Written Certification Form

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

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

**CRIMINAL BACKGROUND CHECK**

1. ☐ Contractor/Contractor's employees, agents or volunteers will **ONLY HAVE LIMITED OR NO CONTACT** with District students (as defined by District) in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with District students in the performance of this Agreement.

2. ☐ 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.

**TUBERCULOSIS CLEARANCE**

3. ☐ Contractor/Contractor’s employees, agents or volunteers will **ONLY HAVE LIMITED OR NO CONTACT** with District students (as defined by District).

4. ☐ 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.)

**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>
</tr>
</thead>
<tbody>
<tr>
<td>Administrator Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Cabinet Member Signature</td>
<td>Date</td>
</tr>
</tbody>
</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

___________________________________________________________

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

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

THE CONDITION of this obligation is such that,

WHEREAS, the Principal has submitted a Bid for _____________________________ 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 ____________________ 2011.

(Principal) __________________________ (Seal)

(Witness) __________________________

(Title) __________________________

Surety) __________________________ (Seal)

(Witness) __________________________

(Title) __________________________

SIGNATURE EXECUTED IN BEHALF OF SURETY MUST HAVE PROPER ACKNOWLEDGEMENT.
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 "Meal Services Contract"); and

WHEREAS, Contractor is required by the terms of the Meal Services Contract to furnish a bond for the faithful performance of all terms and conditions of the Meal 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 Meal Services Contract, which is incorporated herein by reference.

2. If Contractor timely performs each and every obligation under the Meal 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 Meal Services Contract; and

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

4.2 Undertake to perform and complete the Meal 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 Meal 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 Meal...
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 Meal 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 Meal Services Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Meal 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 Meal 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 Meal 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 Meal 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 Meal 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 Meal 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 taxed as an item of costs.

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

11. DEFINITIONS

11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Meal 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 Meal Services Contract.

11.2 Meal 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 Meal 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

SFUSD
SAN FRANCISCO
PUBLIC SCHOOLS

(Attachment-G)
(Attachment-G)

SUSPENSION DEBARMENT CERTIFICATION (CONTINUED)

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

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

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

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

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

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

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

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

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

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

Sample School Calendar

A sample District School Calendar for the 2012-13 school year shall be attached to this Attachment H.
## 2012-2013
### REVISED INSTRUCTIONAL CALENDAR*

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### Notes:
- **Fall Semester** – 84 days
- **Spring Semester** – 95.5 days
- **Total Instructional Days** – 179.5 days
- **Total Work Day** – 1 day
- **Professional Development Days** – 2 days
- **Total Service Days** – 182.5 days

*Note – Up to Five (5) Additional Forced Closure Days may be necessary if Prop. 30 (Governor’s tax initiative) fails to be enacted. These days will be taken from the last week of the spring semester.*

Revised 08/02/2012
(Attachment-I)

Contractor's Disclosure Form Regarding SFUSD Officials

<table>
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<tr>
<th>Name of Contractor:</th>
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<tr>
<td>Services to be performed under the Agreement:</td>
</tr>
<tr>
<td>Schools/Locations where services will be performed:</td>
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<tr>
<td>Total amount to be paid by the District Under this Agreement not to exceed:</td>
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<td>Term of Agreement: FY 2012-13</td>
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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.)

| 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): |
| 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): |
| DATE on which individual left SFUSD employment/Board. Or, if the individual is currently an SFUSD employee/Board member, write "current." |
| If individual is a current SFUSD employee/Board member, how is he/she to be paid? (i.e., through SFUSD Human Resources, or Contractor plans to pay directly, etc.) |

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.

Contractor's Signature: ___________________________ DATE: _____________

Print Name of Signatory: ___________________________
(Attachment-J)

Taste Test Tally Sheet

A sample Taste Test Tally Sheet for the Community Tasting Panel, pursuant to Section 68 ("Community Tasting Panel") shall be attached to this Attachment J.
A passing score is defined as receiving at least a majority of 'Yes' responses.

The total number of responses = number of testers multiplied by 8 responses multiplied by 5 entries. 15 testers x 3 x 5 = 225 maximum total responses.

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<th>Entry 5 (Gluten-Free)</th>
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(one summary sheet per vendor)

SFUSD Student Nutrition Services
Contact Proposal - Meal Services

ATTACHMENT